LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

TM

AGENDA – REGULAR MEETING

Date: **July 6, 2016**
Time: **Closed Session 5:30 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) Actual Litigation: Government Code §54956.9(a); One Case; *Andrew Perales v. City of Lodi, et al.*, U.S. District Court, Eastern District of California; Case No. 2:15-CV-01107-MCE-CKD (CA)

b) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Byron D. Tiger against City of Lodi Based on Personal Injury (CA)

c) Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code §§54956.9(d)(2) and 54956.9(e)(1); One Case; Shall Not Be Disclosed, Due to Facts and Circumstances Not Yet Known to Potential Plaintiffs (CA)

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations – None

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

C-1 Receive Register of Claims in the Amount of $6,141,430.44 (FIN)

C-2 Approve Minutes (CLK)
a) June 7, June 14, and June 21, 2016 (Shirtsleeve Sessions)

Res. C-3 Adopt Resolution Authorizing City Manager to Accept Donation from the Lodi Police Partners' Foundation for the Purchase of a Vehicle and Appropriating Funds ($20,463.90) (PD)

Res. C-4 Adopt Resolution Awarding Bids for Purchase of Polemount Transformers from HEES Enterprises, of Astoria, Oregon ($67,836.96) and Central Moloney, of Pine Bluff, Arkansas ($14,590.80) (EU)

Res. C-5 Adopt Resolution Awarding Bids for Purchase of Padmount Transformers from Central Moloney, of Pine Bluff, Arkansas ($46,548); Pacific Utilities, of Concord ($12,722.40); and HEES Enterprises, of Astoria, Oregon ($141,963.84) (EU)

Res. C-6 Adopt Resolution Awarding Contract for Kofu Park Americans with Disabilities Act Improvements Project to A. M. Stephens Construction Company, Inc., of Lodi ($92,050) (PW)

Res. C-7 Adopt Resolution Awarding Contract for Blakely Park Restroom Demolition to Jim Thorpe Oil, Inc., of Lodi ($23,924) (PRCS)

C-8 Accept Improvements Under Contract for Michael David Winery Force Main Project (PW)

Res. C-9 Adopt Resolution Authorizing City Manager to Execute Agreement with Lodi Unified School District for Two School Resource Officers ($301,410) (PD)

Res. C-10 Adopt Resolution Authorizing City Manager to Execute Agreement with CDW-G, of Chicago, Illinois, to Consolidate PD.LODI.GOV and LODI.GOV Domains ($26,280) (CM)

Res. C-11 Adopt Resolution Authorizing City Manager to Execute Second Phase Agreement for Renewable Energy Power Purchase Agreement with Northern California Power Agency (EU)

Res. C-12 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Terracon, Inc., Formerly Known as Neil O. Anderson & Associates, Inc., of Lodi, for Construction Testing and Inspection Services ($50,000) (PW)

Res. C-13 Adopt Resolution Ratifying the Lodi Police Department's Application Submission for Lodi's Share of the 2016 Edward Byrne Memorial Justice Assistance Grant ($22,863) (PD)

C-14 Authorize City Manager to Apply for a Community Grant from Wal-Mart (FD)

Res. C-15 Adopt Resolution Authorizing City Manager to Accept Funding Allocation from California Office of Emergency Services, Approving Expenditures, and Appropriating Funds ($364,000) (PD)

Res. C-16 Adopt Resolution Authorizing City Manager to Donate One Retired 1920's Seagrave Fire Engine to the Lodi Fire Department Association, Inc., and Authorizing City Manager to Execute Hold Harmless Agreement (FD)

Res. C-17 Adopt Resolution Rescinding Resolution 2002-161 in Its Entirety, Which Establishes a $100 Deposit for Posting of Temporary Political Signs (CLK)

Res. C-18 Adopt Resolution Making Determination Net Energy Metering Aggregation (NEMA) Results in Cost Shift to Customers Without Eligible On-Site Renewable Generation and to Prohibit NEMA in the Lodi Electric Utility Service Territory (EU)

Res. C-19 Adopt Resolution Declaring Intention to Annex Territory (The Vine Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax to Pay for Certain Services (Annexation No. 4); and Set Public Hearing for August 17, 2016 (PW)

C-20 Set Public Hearing for July 20, 2016, to Consider Adopting Resolution Approving the Planning Commission's Recommendation to Authorize Six Low-Density Residential Growth Management Allocations for the 950 South Garfield Subdivision (CD)

C-21 Set Public Hearing for July 20, 2016, to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Re-Enacting Sections 13.20.190, "Schedule EA (Residential Service)," and 13.20.210, "Schedule EM (Mobile Home Park Service)," in Their Entirety (EU)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings – None

H. Communications

H-1 Appointments to the Lodi Arts Commission, Planning Commission, and Library Board of Trustees; and Re-Post for Vacancies on the Lodi Arts Commission and Greater Lodi Area Youth Commission (CLK)

I. Regular Calendar

Ord. Ord. (Introduce) Res. Res. — I-1 — Introduce Ordinances Enacting a Special Transactions and Use Tax for Parks and a Special Transactions and Use Tax for Public Safety (Police and Fire), to be Collected and Administered by the State Board of Equalization, Subject to Adoption by the Electorate; Adopt Resolutions Calling for an Election to Ask the Voters of the City of Lodi to (i) Approve a Special Transactions and Use Tax for Parks in the Amount of One-Eighth Cent per Dollar (0.125 Percent) for a Period of 15 Years, with the Use of the Tax Revenue to be Used Exclusively for Parks Repairs, Maintenance, Improvements, and Upgrades, and to be Reviewed by an Independent Citizens Oversight Committee, and (ii) Approve a Special Transactions and Use Tax for Public Safety in the Amount of One-Quarter Cent per Dollar (0.25 Percent) for 15 Years, with the Use of the Tax Revenue to be Used Exclusively for Increased Staffing and Training of Police and Fire Personnel, and to be Reviewed and Reported on by an Independent Citizens Oversight Committee and Further Requesting that the Board of Supervisors for the County of San Joaquin Consolidate the Election with the Established Election to be Held on November 8, 2016, and Direct the Registrar of Voters to Conduct the Election of the City's Behalf (CM)

Res. Res. — I-2 — Adopt Resolutions Setting Priorities for Filing Written Arguments Regarding the Special Transactions and Use Tax Measures for Parks and for Public Safety (Police and Fire), Directing the City Attorney to Prepare an Impartial Analysis for Each Measure, and Providing for the Filing of Rebuttal Arguments for Each Measure Scheduled for the November 8, 2016 General Municipal Election (CLK)

J. Ordinances

Ord. (Adopt) — J-1 — Ordinance No. 1922 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 17 – Development Code – By Repealing and Re-Enacting Chapter 17.34, 'Signs,' in Its Entirety" (CLK)

Ord. (Adopt) — J-2 — Ordinance No. 1923 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – By Repealing Chapter 9.19, 'Political Sign Regulations,' in Its Entirety" (CLK)

Ord. (Adopt) — J-3 — Ordinance No. 1924 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 10.44 – Stopping, Standing, and Parking – By Repealing and Re-Enacting Section 10.44.040, 'Parking for Certain Purposes Prohibited – Display of 'For Sale' Signs on Vehicles, Vessels, or Trailers – Restrictions,' in Its Entirety" (CLK)

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.

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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.

AGENDA ITEM C-01

CITY OF LODI
COUNCIL COMMUNICATION

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AGENDA TITLE: Receive Register of Claims through June 9, 2016 in the total amount of $6,141,430.44

MEETING DATE: July 6, 2016

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for $6,141,430.44

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $6,141,430.44 through 6/9/16. Also attached is Payroll in the amount of $2,628,143.00

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

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Jordan Ayers
Internal Services Director

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Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report
City of Lodi, CA - v10.5 Live
5/27/2016 through 6/9/2016

Fund				Amount
100 - General Fund				1,578,711.85
120 - Library Fund				9,562.12
140 - Expendable Trust				69,581.33
200 - Parks Rec & Cultural Services				73,363.78
205 - Boating & Waterways Grant				2,521.00
219 - LPD-ABC Grant				550.00
270 - Comm Dev Special Rev Fund				225.55
300 - Street Fund				9,858.47
301 - Gas Tax-2105 2106 2107				20,052.26
302 - Gas Tax -2103				106.08
303 - Measure K Funds				6,128.23
307 - Federal - Streets				57,765.94
311 - State-Streets				1,768,364.60
314 - IMF-Regional Transportation				780.70
350 - H U D				12,659.43
407 - Vehicle Replacement Fund- PRCS				31,612.51
431 - Capital Outlay/General Fund				33,908.40
500 - Electric Utility Fund				118,575.16
501 - Utility Outlay Reserve Fund				28,658.81
504 - Public Benefits Fund				298,901.06
506 - Solar Surcharge Fund				21,000.00
530 - Waste Water Utility Fund				53,156.97
531 - Waste Wtr Util-Capital Outlay				1,112,557.02
560 - Water Utility Fund				111,284.22
561 - Water Utility-Capital Outlay				24,108.44
565 - PCE/TCE Rate Abatement Fund				8,847.57
593 - Northern Plume				11,310.51
600 - Dial-a-Ride/Transportation				6,960.27
601 - Transit Capital				741.60
650 - Internal Service/Equip Maint				20,316.52
655 - Employee Benefits				600,699.30
665 - Worker's Comp Insurance				45,337.04
801 - L&L Dist Z1-Almond Estates				3,223.70
Total				6,141,430.44

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 6/5/2016

Fund	Description	Amount
100	General Fund	1,497,422.62
120	Library Fund	41,793.00
200	Parks Rec & Cultural Services	250,880.30
214	LPD-OTS Grants	8,937.76
219	LPD-ABC Grant	5,668.56
270	Comm Dev Special Rev Fund	60,837.02
301	Gas Tax-2105 2106 2107	56,077.24
500	Electric Utility Fund	347,887.94
530	Waste Water Utility Fund	262,036.26
560	Water Utility Fund	40,552.36
600	Dial-a-Ride/Transportation	17,464.68
650	Internal Service/Equip Maint	33,673.84
655	Employee Benefits	4,911.42
Report Total		2,628,143.00

AGENDA ITEM C-02

CITY OF LODI
COUNCIL COMMUNICATION

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AGENDA TITLE: Approve Minutes
a) June 7, 2016 (Shirtsleeve Session)
b) June 14, 2016 (Shirtsleeve Session)
c) June 21, 2016 (Shirtsleeve Session)

MEETING DATE: July 6, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) June 7, 2016 (Shirtsleeve Session)
b) June 14, 2016 (Shirtsleeve Session)
c) June 21, 2016 (Shirtsleeve Session)

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

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LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JUNE 7, 2016

The June 7, 2016, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JUNE 14, 2016

The June 14, 2016, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JUNE 21, 2016

The June 21, 2016, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris
Deputy City Clerk

CITY OF LODI
COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Accept a Donation from the Lodi Police PARTNERS' Foundation for the Purchase of a Vehicle and Appropriate Funds in the Amount of $20,463.90

MEETING DATE: July 6, 2016

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to accept a donation from the Lodi Police PARTNERS' Foundation for the purchase of a vehicle and appropriate funds in the amount of $20,463.90.

BACKGROUND INFORMATION: The Lodi Police PARTNERS' Foundation, a California non-profit corporation, has donated several vehicles to the City for use in its Lodi Police PARTNERS' Program over the past several years. These vehicles are integral to the PARTNERS' Program of supporting the Lodi Police Department with volunteers and staff acknowledges the financial commitment the Foundation has made to the success of the program.

Currently the City has three vehicles donated by the Foundation in its vehicle fleet, described as:

2008 Dodge Ram, License No. 1429579, VIN 1D7HA18NX8S585228;
2014 Chevy Equinox, License No. 1395160, VIN 2GNALAEK4F6428091; and
2007 Ford Freestar, License No. 1359280, VIN 2FMZA52227BA04300.

The PARTNERS' Foundation also utilizes a 2001 Ford Windstar for patrol. Purchased in 2002, the Ford Windstar was originally purchased for Community Development and in 2007, was reassigned to the Partners for patrol use. The vehicle has logged nearly 74,800 miles and has cost the City a total of nearly $50,000 to maintain since the date of purchase. Due to the Windstar's costly maintenance and years in service, the Fleet Services Supervisor determined it was in need of replacement, leaving the PARTNERS' Foundation in need of a new vehicle.

The Foundation reviewed several vehicles that would effectively replace the Ford Windstar van and found the 2015 Ford Transit Connect Wagon XLT would meet the needs of the Foundation and the Lodi Police Department.

Staff requests Council accept the cash donation of $20,463.90 from the Lodi Police PARTNERS' Foundation to purchase a 2015 Ford Transit Connect Wagon XLT, to replace the 2001 Ford Windstar.

Pursuant to Resolution 2015-54, the City will, upon retirement from the City's fleet, forward the proceeds from the sale or auction thereof made payable to the Lodi Police PARTNERS' Foundation, or alternatively, title to the retired 2015 Ford Transit Connect Wagon XLT will be

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APPROVED: _____
Stephen Schwabauer, City Manager

transferred to the Lodi Police PARTNERS' Foundation, to facilitate the Foundation's continued financial support of the Lodi Police PARTNERS' Program.

FISCAL IMPACT: Donation of $20,463.90 to be received in Vehicle Replacement Fund (40300000.55024)

FUNDING AVAILABLE: Vehicle Replacement Fund (40399100.77040)

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

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Tod Patterson
Chief of Police

Prepared by: Paula O'Keefe, Management Analyst
TBP/PJO
Attachments

Ford

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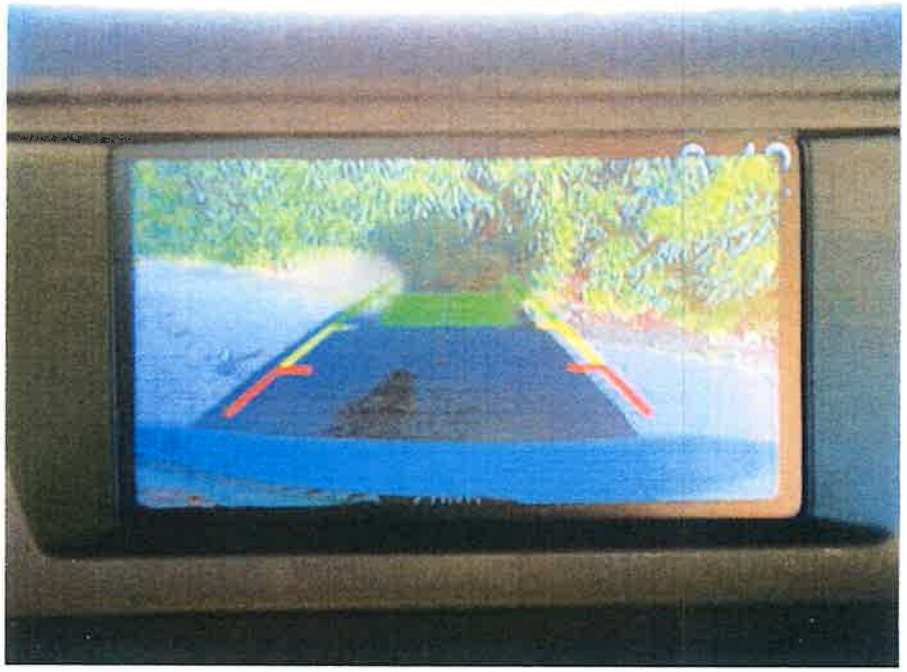

LODI POLICE
LODI POLICE
PARTNERS
EMERGENCY
CALL 911

POLICE VOLUNTEERS
WWW.LODI.GOV/POLICE

- Front Wheel Drive
- Power Steering
- ABS
- 4-Wheel Disc Brakes
- Brake Assist
- Heated Mirrors
- Power Mirror(s)
- Rear Defrost
- Privacy Glass
- Variable Speed Intermittent Wipers
- Third Passenger Door
- Fourth Passenger Door
- Power Door Locks
- Fog Lamps
- AM/FM Stereo
- CD Player
- Steering Wheel Audio Controls
- Back-Up Camera
- Auxiliary Audio Input
- MP3 Player
- Pass-Through Rear Seat
- Rear Bench Seat
- Adjustable Steering Wheel
- Trip Computer
- Power Windows
- 3rd Row Seat
- Keyless Entry
- Cruise Control
- A/C
- Rear A/C
- Cloth Seats
- Bucket Seats
- Driver Adjustable Lumbar
- Driver Vanity Mirror
- Passenger Vanity Mirror
- Floor Mats
- Engine Immobilizer
- Traction Control
- Stability Control
- Front Side Air Bag
- Tire Pressure Monitor
- Driver Air Bag
- Passenger Air Bag
- Passenger Air Bag Sensor
- Front Head Air Bag
- Rear Head Air Bag

2 vehicles available
1 @ $19,000 w/ 16000 miles
1 @ 18,000 w 22,800 miles

2015 TRANSIT CONNECT WAGON REVIEW *NY DAILY NEWS*

The 2015 Ford Transit Connect Wagon has seating for 7, two sliding rear doors, a rear lift gate, and a car-based platform. It is, by all definitions of the word, a minivan. But Ford has gone so far in their launch of the Transit Connect to call it the "unminivan," even affixing a hash tag to the front of the term for all you social-media-savvy parents out there.

It's a bold move to distance them from the vehicle that has long been the staple of the suburban American family, but after a weekend with our "race red" Connect, we're inclined to agree with them.

Built on Ford's global C platform that underpins their small cars and crossovers like the Focus and Escape, the Transit Connect drives more like a sedan than an SUV, with a refreshingly responsive steering rack and a decent amount of feedback through the familiar Ford wheel.

Powered by a naturally aspirated 2.5-liter 4-cylinder routed to the front wheels, don't expect the Transit Connect to get you up to highway speeds in a hurry, especially with a full payload. With 169-horsepower and 171 lb.-ft. of torque, the aging four-pot has a decent amount of punch in the lower revs, but loses steam as it climbs up the tachometer. We can't help but wish that a slightly more powerful version of the 1.6-liter EcoBoost four in the five-passenger model made it under the hood of the larger Connect, but in the world of people-hauling, power isn't everything.

The 2.5-liter also falls behind the fuel economy of its boosted brethren, returning 20-mpg in the city and 28-mpg on the highway. Over a weekend and more than 500 miles with it, the Connect averaged about 24-mpg in a mix of city and highway driving.

While I affectionately dubbed our bright red van the "Ford Bustang," the Connect's refreshingly lively driving dynamics is not what makes it truly unique. At a base price of only $26,710 for the long-wheelbase 7-passenger model, the Transit Connect Wagon is a refreshingly honest hauler that is low on frills but high on practicality.

Our Titanium model was fully-loaded, with a sticker price of $32,923, but for that relatively low sum you get 17-inch wheels, leather seats, the MyFordTouch infotainment system with navigation and a backup camera, and a massive panoramic sunroof that makes interior space feel almost endless.

Speaking of interior space, the Transit Connect is ripe with it. With 166 cubic feet of interior cargo space from its squared-off walls and sky-high ceilings, the Bustang has more than enough room to haul almost all of your possessions, as I found out in an attempt to move all of my belongings from Manhattan to Boston in one night. That's more capacity than any minivan on sale today for a significant discount on base price.

The rear two rows of seats cleverly fold down to create a low, flat floor, and load in is surprisingly easy given the Transit Connect's low ride height. In all, I was able to comfortably fit two small dressers, a desk, multiple large boxes, and three suitcases, as well as a myriad of other small items. There are even aircraft-style overhead bins above the sun visors in the front,

and available overhead storage if you forgo the panoramic sunroof. The Titanium may be wearing a fancy suit, but it can't hide its roots as an honest commercial van.

If it's loads of technology and comfort you're looking for, however, you may want to consider a traditional minivan. While Ford's often-finicky infotainment system is more than up to a myriad of tasks, there is little else to speak of in terms of creature comforts. The Transit Connect lacks a true rear entertainment system and couch-worthy rear seats, as well as clever family-friendly features like Honda's in-van vacuum or Toyota's PA system, so keeping the kids entertained and firmly planted in their seats is better left to traditional methods like road trip games.

Both front and rear seats are pretty firm, the front seat warmers barely work even at full blast, and there are hard plastics everywhere in the interior, but if you can get past those minor details, the Transit Connect will happily do anything you ask of it for a price well south of minivans and SUVs that can cost close to $50,000 fully-loaded.

The Transit Connect Wagon doesn't have any true rivals in its segment, as the cargo-van-only Nissan NV200 and 5-passenger-maximum Ram ProMaster City both fall short of the Connect's capabilities, and traditional minivans are a step above in terms of features and price bracket. It seems Ford may be on to something with their #minivan campaign after all.

While our Transit played the part of a workhorse for the weekend, I couldn't help but feel almost sad to return such an honest and likeable van. On a budget, there are few vehicles that can match the capability and drivability of Ford's microbus, and it makes a strong case as the ultimate vehicle for the urban-dwelling large family.

NY Daily News

EDMONDS VEHICLE REVIEW TRANSIT CONNECT WAGON

Suppose you're a business owner drawn to the form and function of a utility van like the Sprinter, but you operate in confined urban settings or just don't need its full-size capacity and full-size price tag. With the relatively compact and affordable Ford Transit Connect, your search could be over. This Euro-derived cargo (or passenger) van offers impressive functionality in a maneuverable and fuel-efficient package.

A scaled-down alternative to traditional full-size work vans, the Ford Transit Connect features a car-based architecture and an economical four-cylinder engine. Its payload and towing capacities are pretty meager compared to a regular van, but in return the Transit Connect should woo commercial buyers with its affordable price, maneuverable size and remarkably practical interior.

Current Ford Transit Connect

Redesigned for 2014, the latest Ford Transit Connect compact commercial van is available in two different wheelbases. Compared to the previous-generation Transit Connect, the smaller one is 6.7 inches shorter in length while the larger one is 9.1 inches longer. Both of the new versions, however, are nearly 7 inches shorter in height compared to the first-gen Transit Connect, which means taller folks won't have it as easy moving around inside as they did with the older van.

Besides the different wheelbases, the Transit Connect is offered in cargo van or passenger-oriented wagon body styles. Trim levels are comprised of base XL, midlevel XLT and, for the wagon only, the plush Titanium. All the cargo vans can be had in short- or long-wheelbase form. The XL and Titanium wagons are long-wheelbase only and seat seven; the XLT wagon can be had in either short- or long-wheelbase versions and as such seats five or seven, respectively.

Standard power is provided by a 2.5-liter four-cylinder engine with 169 horsepower and 171 pound-feet of torque. A turbocharged 1.6-liter four with 178 hp and 184 lb-ft of torque is optional on select variants. Both engines send power to the front wheels through a six-speed automatic transmission. Fuel economy is quite good, as EPA estimated combined fuel economy ranges from 23-25 mpg.

Standard feature highlights of the XL cargo van include air-conditioning, vinyl upholstery, a tilt-and-telescoping steering wheel, power front windows and door locks and a two-speaker sound system with an auxiliary audio jack. The XL wagon has second- and third-row seats, a center

console and power second-row windows. The XLT cargo van adds body-color bumpers, foglights, heated power mirrors, cloth upholstery, a 4.2-inch multifunction display, cruise control and a CD player. The XLT wagon features rear privacy glass, a rearview camera and rear climate controls. The Titanium wagon adds alloy wheels, automatic headlights and wipers, power-folding mirrors, dual-zone automatic climate control, leather upholstery, a power driver seat, heated front seats, four speakers and Ford's voice-controlled Sync system.

Major options include a compressed natural gas engine prep package, front and rear parking sensors, a towing package, a fixed panoramic sunroof, a roof rack, the MyFord Touch electronics interface (includes a 6.5-inch touchscreen and a navigation system) and the Crew Chief telematics system designed for fleet operators.

While we've yet to spend any time behind the wheel of the latest Ford Transit Connect, we know enough to suggest that the standard 2.5-liter engine will likely prove adequate for most buyers' needs. We also expect this small van to possess relatively nimble handling, especially in short-wheelbase form. Check back for additional driving impressions as they become available.

KKB REVIEW OF TRANSIT CONNECT WAGON

The 2015 Ford Transit Connect minivan comes in two flavors: as the passenger-hauling wagon that seats up to seven, or as a cargo van ready for commercial service. Each is available in two lengths. But even in long-wheelbase (LWB) form, the Transit Connect is rather small, roughly the length of a midsize sedan. This makes the Transit Connect easy to maneuver in parking lots and bustling city confines. While a LWB Transit Connect is larger than a Mazda5 minivan and small cargo haulers like the Nissan NV200, it doesn't offer the spaciousness of a full-size van like the Honda Odyssey or its own big brother, the Ford Transit. But for families and businesses looking for a roomy-yet-not-big van, the Transit Connect could be their Goldilocks.

As with its not-too-big, not-too-small size, the Transit Connect splits differences in additional ways compared to other vans. It's fun (relatively speaking) to drive, attains up to 30 mpg, and starts in the mid-$20,000 range. As a family hauler or delivery vehicle, Ford's small van makes a lot of sense.

E M S / P C for The City of Lodi

Report Date: 06/06/14

Equipment Master Data

Equip No 05-121
Equip Cl VAN6

Descr VAN, MINI
Manuf FORD
Model WINDSTAR

Serial 2FMZA50401BB76238
Yr 2001 Status

Shop 01 License 1091036 CA Type 1-C
Color WHITE Assoc Eq
Operator 4067 HOLDSWORTH, ROBERT
Radio No

Dept CD 02 Off Road N Parking Loc PM Notify Dept CD 02
Company Own/Lease O Stored Loc
Cost Ctr Appr Code N

Equipment Vendor 1144 Purchase Order No CLAIM Date
Authorization Disposal Method Buy Back
Replacing NEW Was Replaced By
Warr Exp Date 06/05/04 Exp Miles (1) 36000 Warr Vendor
Exp (2) Warr Deductible 0.00

Fuel Card 0 Billing Last Fuel Loc 01 Account Code 100456
Revenue Account 1200451.7851 384E
Monthly Cost 0.00 Asset No Retired Sold for 0
Insurance Cost 0.00
Replacement Cost 0.00
License Cost 0.00
Monthly Rent 0.00 Lease Expir Est Repl Mo 06 Yr 2008 Repl Code

Cost: Orig 22363 Delivery 04/26/01 PM: Next Sched Date 12/31/99 Depreciation
Repl 0 In Serv 06/05/01 Next Sched Serv 00 Method SL
Reg Exp Last Sched Date Life Mos 84 Shop Priority
Last Sched Serv 00 Mos Rem 0 Shop Status
Meter 1 Meter 2 Last Start Date 09/18/06 Salvage 0 No Open Orders 0
Total Miles 18945 Meter 1 Last Start 18960 Declining Balance 21474.00
Currt Meter 18960 Meter 1 Override 0 Fuel Type UNL
Deliv Meter 15 Oil Type
Latest Read 09/26/06 Tire Type
Source OPEN ORDER Pref Shift 1 Current Month Usage Tickets NO
Program Type INDIVIDUAL

Comments TRANS TO PD 05-121, 7/2007, WAS 03-050

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

Inspection Data:
Inspection Month 06
Next Statutory Inspection 06/2008 Interval 24 Months

Additional Inspection Data:

	Srv	Last Sched	Last Perf	Next Sched	Interval	Last Work Order
Type 1						
Type 2						
Type 3						

Equip No 05-121 Descr VAN, MINI Shop 01 License 1091036 CA Type 1-C
Equip Cl VAN6 Manuf FORD Serial 2FMZA50401BB76238 Color WHITE Assoc Eq
Model WINDSTAR Yr 2001 Status Operator 4067 HOLDSWORTH, ROBERT
Radio No

	This Mth	Prv Mth 1	Prv Mth 2	This Qtr	Prv Qtr 1	Prv Qtr 2	Prv Qtr 3	Prv Qtr 4	Life
Meter 1 Miles	1113	0	237	1113	459	0	948	882	18945
Fuel Gallons	15.1	22.8	21.3	15.1	66.9	66.9	66.6	86.3	1652.7
Fuel Cost	43.46	72.85	52.01	43.46	173.79	173.79	139.34	211.23	2753.38
MPG Meter 1	73.71	0.00	11.13	73.71	6.86	0.00	14.23	10.22	11.46
Oil Quarts	0	0	5	0	5	5	0	5	84
Oil Cost	0.00	0.00	6.50	0.00	6.50	6.50	0.00	6.50	104.01
Misc Cost	4.50	4.50	5.00	4.50	9.50	9.50	0.00	12.00	186.95
Rep Lab Cost	596.46	0.00	548.77	596.46	749.36	749.36	23.31	125.05	3279.53
Rep Pts Cost	355.21	0.00	165.47	355.21	186.93	186.93	0.00	61.20	1881.67
Rep Lab Hours	7.1	0.0	7.8	7.1	13.1	13.1	0.9	4.1	74.3
Rep Task Count	7	0	6	7	12	12	1	8	91
PM Lab Cost	53.97	0.00	0.00	53.97	0.00	0.00	38.85	30.50	697.71
PM Pts Cost	3.35	0.00	0.00	3.35	0.00	0.00	3.34	0.00	60.69
PM Lab Hours	1.5	0.0	0.0	1.5	0.0	0.0	1.5	1.0	24.7
PM Task Count	1	0	0	1	0	0	1	1	17
Deprec Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rental Rev	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lease Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Downtime Hours									
Shop	0.0	0.0	-15.0	0.0	-11.1	-11.1	0.0	5.0	8.7
Dept	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	5.0
Delay Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Warr Recovery	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

$5,161.20

$758.40

Individual PM Program

Service	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Next Due Date	121806														
Last Due Date	061306														
Meter Last Start	18960														
Meter Override	6000														
Time Interval	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS	MONTHS
No of Time Units	3														

REPAIR Costs
EMS = $5,161.20
RTA = $39,588.89
Total = $44,750.09

PM Costs
EMS = $758.40
RTA = $4,418.67
Total = $5,177.07

Current Miles: 74,785.00

Grand Total = $49,927.16

VEHICLE REPAIR HISTORY REPORT
FACILITY: 00001

STARTING VMRS CODE: 000-000-000 DATE: FIRST VEHICLE:: 05-121
ENDING VMRS CODE: 999-999-999 DATE: LAST VEHICLE: 05-121

UNIT: 05-121 LF MTR: 74785.0 CUR MTR: 74785.0 YR: 01 MAKE: FORD DEPT: 10032000 SIZE: O CLASS: VAN6 FUEL: U

VMRS CODE	DATE	WO NUM	LF-MILS	ODOM	WORK DESCRIPTION	OUT	PARTS	LABOR	TOTAL	HOURS	MECHANIC	CC	RC	WA
001 TITLE > HEAT & AIR CONDITION														
001-004-000	06182008	0006837	23720	23719	SERV A/C SYS (EVAC/R		0.00	119.70	119.70	1.80	LR	01	11	30
001-004-000	06192008	0006837	23720	23719	SERV A/C SYS (EVAC/R		0.00	19.95	19.95	0.30	PB	01	11	XX
001-005-000	06242008	0006837	23720	23720	COMPRESS/CLUTCH- REP		221.18	126.35	347.53	1.90	MV	01	11	XX
001-007-000	03302016	0026157	71550	71553	A/C LINE - REPAIR/RE	OUT	51.79	40.00	91.79	0.00		01	1	XX
001-007-000	03212016	0026157	71380	71376	A/C LINE - REPAIR/RE		8.83	169.86	178.70	1.81	TN	01	1	XX
001-008-000	11062013	0021159	46090	46087	HEATER CORE/HOSES	OUT	66.36	0.00	66.36	0.00		01	1	XX
001 TOTAL >HEAT & AIR CONDITION							348.16	475.86	824.02					
002 TITLE > BODY AND GLASS														
002-001-000	05162012	0018603	32260	32255	SEAT/SAFETY BELT	OUT	84.96	0.00	84.96	0.00		01	4	XX
002-004-000	03012016	0026048	70770	70774	DOOR LATCH/LOCK/REL	OUT	67.87	0.00	67.87	0.00		01	1	XX
002-004-000	11192015	0025406	67900	67898	DOOR LATCH/LOCK/REL		0.00	394.17	394.17	4.20	LR	01	4	XX
002-004-000	11192015	0025406	67900	67898	DOOR LATCH/LOCK/REL	OUT	98.91	0.00	98.91	0.00		01	4	XX
002-004-000	12062011	0017791	29960	29955	DOOR LATCH/LOCK/REL	OUT	35.69	0.00	35.69	0.00		01	4	XX
002-004-000	12072011	0017791	29960	29955	DOOR LATCH/LOCK/REL		0.00	436.40	436.40	4.65	MV	01	4	XX
002-004-000	03232011	0016217	29450	29450	DOOR LATCH/LOCK/REL		0.00	126.69	126.69	1.35	MV	01	1	XX
002-005-000	03232011	0016217	29450	29450	WINDOW/RELATED PARTS		0.00	195.20	195.20	2.08	MV	01	1	XX
002-005-000	03232011	0016217	29450	29450	WINDOW/RELATED PARTS	OUT	99.30	0.00	99.30	0.00		01	1	XX
002-005-000	11092010	0015272	28550	28552	WINDOW/RELATED PARTS	OUT	69.70	0.00	69.70	0.00		01	1	XX
002-005-000	11092010	0015272	28550	28552	WINDOW/RELATED PARTS		0.00	207.40	207.40	2.21	MV	01	1	XX
002-005-000	07132010	0014240	28230	28228	WINDOW/RELATED PARTS	OUT	69.70	0.00	69.70	0.00		01	4	XX
002-005-000	07132010	0014240	28230	28228	WINDOW/RELATED PARTS		0.00	398.86	398.86	4.25	KG	01	4	XX
002-008-000	01262015	0023705	59580	59579	BODY-REPAIR/MODIFICA	OUT	793.99	949.20	1743.19	0.00		01	12	XX
002 TOTAL >BODY AND GLASS							1320.12	2707.92	4028.04					
003 TITLE > ELEC,INSTRM,LIGHT&CH														
003-000-000	09012015	0024926	66000	66007	ELEC,INSTRM,LIGHT&CH		0.00	1393.67	1393.67	14.85	TN	01	1	XX
003-003-000	07022014	0022444	53500	53496	ALL LIGHTS/SWTICHES/	OUT	19.86	0.00	19.86	0.00		01	4	XX
003-003-000	06182014	0022444	52960	52956	ALL LIGHTS/SWTICHES/		0.00	298.44	298.44	3.18	LR	01	4	XX
003-003-000	07072009	0010904	25950	25945	ALL LIGHTS/SWTICHES/		1.03	0.00	1.03	0.00		01	1	XX
003-003-000	12112007	0005071	22570	22573	ALL LIGHTS/SWTICHES/		1.44	0.00	1.44	0.00	CM	XX	1	XX
003-003-000	07202006	0000011	18100	18099	ALL LIGHTS/SWTICHES/	OUT	0.00	0.00	0.00	0.00		XX	1	XX
003-004-000	11132014	0023359	57560	57561	WIPER/WASH/RELATED P		7.56	0.00	7.56	0.00		01	4	XX
003-004-000	06162014	0022446	52960	52956	WIPER/WASH/RELATED P		0.00	67.57	67.57	0.72	JR	XX	XX	XX
003-004-000	05062014	0022165	50680	50680	WIPER/WASH/RELATED P		0.00	175.49	175.49	1.87	JW	01	4	XX
003-004-000	04282014	0022165	50680	50680	WIPER/WASH/RELATED P	OUT	36.02	0.00	36.02	0.00		01	4	XX

STARTING VMRS CODE: 000-000-000 DATE: FIRST VEHICLE:: 05-121
ENDING VMRS CODE: 999-999-999 DATE: LAST VEHICLE: 05-121

UNIT: 05-121 LF MTR: 74785.0 CUR MTR: 74785.0 YR: 01 MAKE: FORD DEPT: 10032000 SIZE: O CLASS: VAN6 FUEL: U

VMRS CODE	DATE	WO NUM	LF-MILS	ODOM	WORK DESCRIPTION	OUT	PARTS	LABOR	TOTAL	HOURS	MECHANIC	CC	RC	WA
003-004-000	06282011	0016880	29600	29602	WIPER/WASH/RELATED	P	4.66	0.00	4.66	0.00	CM	XX	8	XX
003-004-000	01032011	0015649	29020	29017	WIPER/WASH/RELATED	P	14.17	4.69	18.86	0.05	JR	XX	8	XX
003-004-000	12172009	0012447	27070	27070	WIPER/WASH/RELATED	P	0.00	0.00	0.00	0.00	JT	XX	1	XX
003-004-000	12092008	0009002	24750	24745	WIPER/WASH/RELATED	P	0.00	0.00	0.00	0.00	CM	XX	8	XX
003-004-000	12112007	0005071	22570	22573	WIPER/WASH/RELATED	P	13.40	0.00	13.40	0.00	CM	XX	1	XX
003-004-000	06052007	0003239	21300	21305	WIPER/WASH/RELATED	P	18.67	13.30	31.97	0.20	JR	XX	8	XX
003-004-000	09182006	0000719	18960	18960	WIPER/WASH/RELATED	P	14.35	19.95	34.30	0.30	RO	XX	8	XX
003-007-000	01042010	0012447	27070	27070	ALL OTHER ELEC COMPO	OUT	0.00	50.00	50.00	0.00		01	1	XX
003-008-000	05292012	0018603	32560	32559	DIST/S PLG/WIRE, NEW	OUT	135.65	0.00	135.65	0.00		01	4	XX
003-010-000	07242006	0000212	18100	18099	CNTRL MODU/COIL/MISC	OUT	259.24	270.00	529.24	0.00		XX	12	XX
003-012-000	06162015	0024544	63700	63701	HEADLIGHT - REPAIR/R		0.00	79.77	79.77	0.85	JR	XX	8	XX
003-012-000	11172011	0017729	29910	29909	HEADLIGHT - REPAIR/R		0.00	46.92	46.92	0.50	JR	01	1	XX
003 TOTAL >ELEC,INSTRM,LIGHT&CH							526.05	2419.80	2945.85					
004 TITLE > BATTERY, CHRG & STAR														
004-001-000	03102014	0021864	49780	49778	TEST CHRG/START/BATT		0.00	0.00	0.00	0.00	JT	XX	1	XX
004-001-000	08142012	0019015	34000	34001	TEST CHRG/START/BATT		0.00	420.44	420.44	4.48	CMc	01	4	XX
004-001-000	08022012	0018962	33740	33740	TEST CHRG/START/BATT		0.00	117.31	117.31	1.25	JR	01	4	XX
004-001-000	07162012	0018876	33480	33483	TEST CHRG/START/BATT		0.00	154.85	154.85	1.65	JT	01	1	XX
004-001-000	12092008	0009002	24750	24745	TEST CHRG/START/BATT		0.00	0.00	0.00	0.00	CM	XX	8	XX
004-002-000	04092013	0020084	39320	39319	BATTERY - REPLACE		98.18	0.00	98.18	0.00		01	1	XX
004-004-000	08132012	0019015	33740	33740	ALTERNATOR - REPLACE	OUT	185.37	0.00	185.37	0.00		01	4	XX
004-009-000	07162012	0018876	33480	33483	BATTERY - OTHER SERV		0.00	0.00	0.00	0.00	JT	XX	1	XX
004-010-000	08092012	0019005	33740	33740	JUMP START		0.00	0.00	0.00	0.00	JT	XX	1	XX
004-010-000	07162012	0018876	33480	33483	JUMP START		0.00	0.00	0.00	0.00	JT	XX	1	XX
004 TOTAL >BATTERY, CHRG & STAR							283.55	692.60	976.15					
005 TITLE > COOLING														
005-001-000	01282013	0019834	37760	37764	PRESS CHK COOLING SY		0.00	0.00	0.00	0.00	JT	01	1	XX
005-002-000	11042014	0023288	57560	57561	RADIATOR HOSE(S)	OUT	42.34	0.00	42.34	0.00		01	4	XX
005-006-000	11052014	0023288	57560	57561	WATER PUMP		0.00	492.71	492.71	5.25	MV	XX	4	XX
005-006-000	11042014	0023288	57560	57561	WATER PUMP	OUT	89.27	0.00	89.27	0.00		01	4	XX
005-006-000	09252008	0008052	24180	24179	WATER PUMP	OUT	229.19	0.00	229.19	0.00		01	12	XX
005-006-000	09182008	0007933	24180	24179	WATER PUMP	OUT	2.59	0.00	2.59	0.00		01	12	XX
005-008-000	01292013	0019834	37760	37764	OTHER COOL SYS REPAI	OUT	26.29	0.00	26.29	0.00		01	1	XX
005-008-000	01282013	0019834	37760	37764	OTHER COOL SYS REPAI		0.00	0.00	0.00	0.00	JT	01	1	XX
005-009-000	12192014	0023543	57560	57561	ANTI-FREEZE LEAK	OUT	28.16	0.00	28.16	0.00		01	1	XX
005-009-000	12222014	0023543	57560	57561	ANTI-FREEZE LEAK		26.00	554.65	580.66	5.91	MV	01	1	XX

STARTING VMRS CODE: 000-000-000 DATE: FIRST VEHICLE:: 05-121
ENDING VMRS CODE: 999-999-999 DATE: LAST VEHICLE: 05-121

UNIT: 05-121 LF MTR: 74785.0 CUR MTR: 74785.0 YR: 01 MAKE: FORD DEPT: 10032000 SIZE: O CLASS: VAN6 FUEL: U

VMRS CODE	DATE	WO NUM	LF-MILS	ODOM	WORK DESCRIPTION	OUT	PARTS	LABOR	TOTAL	HOURS	MECHANIC	CC	RC	WA
005-009-000	01282013	0019834	37760	37764	ANTI-FREEZE LEAK		7.40	310.64	318.05	3.31	JT	01	1	XX
005-010-000	09172008	0007884	24170	24179	OVER HEATING PROBLEM		10.16	565.25	575.41	8.50	MV	01	1	XX
005 TOTAL >COOLING							461.40	1923.25	2384.65					
006 TITLE > FUEL														
006-004-000	03212012	0018209	31650	31649	FUEL PUMP - REPLACE	OUT	168.12	0.00	168.12	0.00		01	1	XX
006-004-000	03062012	0018209	31460	31462	FUEL PUMP - REPLACE		0.00	492.71	492.71	5.25	MV	XX	1	XX
006-009-000	09232015	0024926	66450	66454	OTHER FUEL SYS SERVI	OUT	205.44	0.00	205.44	0.00		01	1	XX
006-010-000	10292015	0024926	67450	67448	INSTALL AIM DEVICE		289.64	201.77	491.42	2.15	TN	01	1	XX
006 TOTAL >FUEL							663.20	694.48	1357.68					
007 TITLE > TRANS(MAIN/AUX) PTO/														
007-003-000	02292012	0017543	31290	31291	TRANS - REPAIR/REPLA	OUT	9.72	1104.00	1113.72	0.00		01	4	XX
007-003-000	02132012	0017543	31170	31173	TRANS - REPAIR/REPLA	OUT	1753.09	0.00	1753.09	0.00		01	4	XX
007-004-000	05092016	0026420	72510	72513	TRANS - OTHER REPAIR	OUT	59.49	0.00	59.49	0.00		01	1	XX
007-004-000	05042016	0026420	72510	72513	TRANS - OTHER REPAIR		2.19	311.58	313.77	3.32	MV	01	1	XX
007-004-000	02282012	0017543	31290	31291	TRANS - OTHER REPAIR		0.00	101.35	101.35	1.08	LR	XX	4	XX
007 TOTAL >TRANS(MAIN/AUX) PTO/							1824.49	1516.93	3341.42					
008 TITLE > EMISSION CONTROL														
008-004-000	06152016	0026638	73670	73668	COMPUTER ANALYS BOAR		0.00	305.01	305.01	3.25	MV	01	4	XX
008-004-000	04122016	0026293	71870	71867	COMPUTER ANALYS BOAR		0.00	213.97	213.97	2.28	MV	01	1	XX
008-004-000	09212015	0024926	66450	66454	COMPUTER ANALYS BOAR		0.00	827.75	827.75	8.82	MV	01	1	XX
008-004-000	03112014	0021864	49780	49778	COMPUTER ANALYS BOAR		0.00	281.54	281.54	3.00	JT	01	1	XX
008-004-000	11202013	0021299	46520	46524	COMPUTER ANALYS BOAR		50.65	331.29	381.94	3.53	TN	01	1	XX
008-004-000	12222011	0017543	30250	30254	COMPUTER ANALYS BOAR		0.00	246.82	246.82	2.63	MV	01	4	XX
008-004-000	01072011	0015658	29020	29017	COMPUTER ANALYS BOAR		0.00	272.16	272.16	2.90	LR	01	4	XX
008-005-000	11042014	0023288	57560	57561	ON BOARD ECM/SENSOR/	OUT	154.78	0.00	154.78	0.00		01	4	XX
008-005-000	05302012	0018603	32560	32559	ON BOARD ECM/SENSOR/		0.00	525.56	525.56	5.60	MV	01	4	XX
008-011-000	08292014	0022895	55410	55414	SMOG CHECK/CERTIFICA	OUT	0.00	25.00	25.00	0.00		01	12	XX
008-011-000	03292012	0018300	31650	31649	SMOG CHECK/CERTIFICA	OUT	0.00	25.00	25.00	0.00		01	4	XX
008-011-000	07202010	0014337	28450	28449	SMOG CHECK/CERTIFICA	OUT	0.00	25.00	25.00	0.00		01	12	XX
008-011-000	11032008	0008533	24660	24655	SMOG CHECK/CERTIFICA	OUT	0.00	25.00	25.00	0.00		01	11	XX
008-011-000	10292008	0008533	24270	24265	SMOG CHECK/CERTIFICA		0.00	252.70	252.70	3.80	PB	01	11	XX
008 TOTAL >EMISSION CONTROL							205.43	3356.80	3562.23					
009 TITLE > EXHAUST														
009-004-000	06182008	0006837	23720	23719	HANGERS/CLAMPS		120.60	159.60	280.20	2.40	PB	01	11	XX

STARTING VMRS CODE: 000-000-000 DATE: FIRST VEHICLE:: 05-121
ENDING VMRS CODE: 999-999-999 DATE: LAST VEHICLE: 05-121

UNIT: 05-121 LF MTR: 74785.0 CUR MTR: 74785.0 YR: 01 MAKE: FORD DEPT: 10032000 SIZE: O CLASS: VAN6 FUEL: U

VMRS CODE	DATE	WO NUM	LF-MILS	ODOM	WORK DESCRIPTION	OUT	PARTS	LABOR	TOTAL	HOURS	MECHANIC	CC	RC	WA
009 TOTAL >EXHAUST							120.60	159.60	280.20					
010 TITLE > ENGINE														
010-004-000	10302013	0021159	45910	45910	ENGINE - OTHER SERVI		23.59	874.68	898.27	9.32	MV	01	1	XX
010 TOTAL >ENGINE							23.59	874.68	898.27					
011 TITLE > TIRES AND WHEELS														
011-000-000	05082012	0018300	32040	32043	TIRES AND WHEELS		0.00	635.36	635.36	6.77	CMc	01	4	XX
011-001-000	09032009	0011431	26540	26537	TIRES - BALANCE		0.00	0.00	0.00	0.00	JT	XX	1	XX
011-001-000	09012009	0011406	26510	26508	TIRES - BALANCE		0.00	0.00	0.00	0.00	JT	XX	1	XX
011-002-000	06172014	0022444	52960	52956	TIRE(S) - REPAIR/ROT		0.00	161.42	161.42	1.72	LR	01	4	XX
011-002-000	09082011	0017297	29880	29884	TIRE(S) - REPAIR/ROT		0.00	90.09	90.09	0.96	JT	01	1	XX
011-002-000	09012009	0011406	26510	26508	TIRE(S) - REPAIR/ROT		0.00	75.08	75.08	0.80	JT	01	1	XX
011-002-000	12262006	0001699	19960	19959	TIRE(S) - REPAIR/ROT		0.00	99.75	99.75	1.50	CM	XX	4	XX
011-002-000	07122006	0000011	17960	17955	TIRE(S) - REPAIR/ROT		0.00	33.25	33.25	0.50	JT	XX	1	XX
011-003-000	11302015	0025406	67900	67898	TIRE(S) - REPLACE		0.00	131.39	131.39	1.40	LR	01	4	XX
011-003-000	03012016	0025406	70770	70774	TIRE(S) - REPLACE	OUT	213.97	0.00	213.97	0.00		01	4	XX
011-003-000	11132014	0023355	57560	57561	TIRE(S) - REPLACE		0.00	70.38	70.38	0.75	TN	01	1	XX
011-003-000	11052014	0023288	57560	57561	TIRE(S) - REPLACE	OUT	159.41	0.00	159.41	0.00		01	4	XX
011-003-000	06162014	0022444	52960	52956	TIRE(S) - REPLACE	OUT	71.32	0.00	71.32	0.00		01	4	XX
011-003-000	12192013	0021420	47470	47470	TIRE(S) - REPLACE	OUT	159.00	0.00	159.00	0.00		01	1	XX
011-003-000	12172013	0021420	47470	47470	TIRE(S) - REPLACE		0.00	168.93	168.93	1.80	JR	XX	1	XX
011-003-000	06222010	0014065	28040	28042	TIRE(S) - REPLACE		0.00	0.00	0.00	0.00	KG	XX	1	XX
011-003-000	06222010	0014065	28040	28042	TIRE(S) - REPLACE	OUT	110.62	0.00	110.62	0.00		01	1	XX
011-003-000	09032009	0011431	26540	26537	TIRE(S) - REPLACE		0.00	0.00	0.00	0.00	JT	XX	1	XX
011-003-000	09032009	0011431	26530	26530	TIRE(S) - REPLACE	OUT	54.59	0.00	54.59	0.00		01	1	XX
011-003-000	08272007	0003979	21880	21879	TIRE(S) - REPLACE		124.37	106.40	230.77	1.60	RO	01	1	XX
011 TOTAL >TIRES AND WHEELS							893.28	1572.05	2465.33					
013 TITLE > BRAKES														
013-001-000	06212016	0026665	74790	74785	BRAKE SHOES/PADS -RE		0.00	0.00	0.00	0.00		01	1	XX
013-001-000	08052014	0022736	54550	54552	BRAKE SHOES/PADS -RE	OUT	78.71	0.00	78.71	0.00		01	1	XX
013-001-000	08052014	0022736	54550	54552	BRAKE SHOES/PADS -RE	OUT	22.86	0.00	22.86	0.00		01	1	XX
013-001-000	06222010	0014065	28040	28042	BRAKE SHOES/PADS -RE		44.45	143.59	188.04	1.53	KG	XX	1	XX
013-001-000	12172009	0012447	27070	27070	BRAKE SHOES/PADS -RE		0.00	305.01	305.01	3.25	JT	XX	1	XX
013-001-000	12162009	0012447	26950	26952	BRAKE SHOES/PADS -RE	OUT	19.23	0.00	19.23	0.00		01	1	XX
013-004-000	12122013	0021420	47470	47470	HYD SYS - REPAIR/REP	OUT	19.42	0.00	19.42	0.00		01	1	XX
013-009-000	06212016	0026665	74790	74785	BRAKE(S) - OTHER SER		0.00	0.00	0.00	0.00	JT	01	1	XX

STARTING VMRS CODE: 000-000-000 DATE: FIRST VEHICLE:: 05-121
ENDING VMRS CODE: 999-999-999 DATE: LAST VEHICLE: 05-121

UNIT: 05-121 LF MTR: 74785.0 CUR MTR: 74785.0 YR: 01 MAKE: FORD DEPT: 10032000 SIZE: O CLASS: VAN6 FUEL: U

VMRS CODE	DATE	WO NUM	LF-MILS	ODOM	WORK DESCRIPTION	OUT	PARTS	LABOR	TOTAL	HOURS	MECHANIC	CC	RC	WA
013-009-000	08052014	0022736	54550	54552	BRAKE(S) - OTHER SER		0.00	437.34	437.34	4.66	JR	01	1	XX
013-009-000	03132014	0021897	49810	49810	BRAKE(S) - OTHER SER		0.00	174.56	174.56	1.86	MV	01	1	XX
013-009-000	03132014	0021897	49810	49810	BRAKE(S) - OTHER SER	OUT	569.05	0.00	569.05	0.00		01	1	XX
013-009-000	03102014	0021864	49780	49778	BRAKE(S) - OTHER SER		0.00	258.08	258.08	2.75	MV	01	1	XX
013-009-000	12172013	0021420	47470	47470	BRAKE(S) - OTHER SER		0.00	535.88	535.88	5.71	JR	01	1	XX
013-009-000	07122006	0000011	17960	17955	BRAKE(S) - OTHER SER		0.00	19.95	19.95	0.30	JT	XX	1	XX
013 TOTAL >BRAKES							753.72	1874.41	2628.13					
014 TITLE > SPECIAL EQUIPMENT														
014-000-000	08272015	0024926	66000	65997	SPECIAL EQUIPMENT		0.00	89.15	89.15	0.95	TN	XX	1	XX
014-001-000	09012015	0024926	66010	66007	EMERGENCY LIGHTING	OUT	1358.89	0.00	1358.89	0.00		01	1	XX
014-001-000	11132014	0023359	57560	57561	EMERGENCY LIGHTING		0.00	0.00	0.00	0.00		01	4	XX
014-001-000	01302012	0017543	30960	30961	EMERGENCY LIGHTING	OUT	0.00	0.00	0.00	0.00		01	4	XX
014-001-000	12072011	0017543	29960	29955	EMERGENCY LIGHTING	OUT	25.04	0.00	25.04	0.00		01	4	XX
014-001-000	12012011	0017543	29960	29955	EMERGENCY LIGHTING	OUT	690.09	0.00	690.09	0.00		01	4	XX
014-001-000	11292011	0017543	29950	29955	EMERGENCY LIGHTING		0.00	574.36	574.36	6.12	CMc	01	4	XX
014-002-000	12052011	0017791	29960	29955	OTHER SPEC EQP - REP		0.00	79.77	79.77	0.85	MV	01	4	XX
014-003-000	04082016	0026258	71550	71553	SPECIAL WIRING - REP		3.17	713.25	716.43	7.60	MV	01	1	XX
014-003-000	12202012	0019676	36780	36784	SPECIAL WIRING - REP		6.26	248.70	254.96	2.65	CMc	01	1	XX
014 TOTAL >SPECIAL EQUIPMENT							2083.45	1705.23	3788.68					
015 TITLE > STEERING AND SUSPENS														
015-001-000	11182014	0023288	57560	57561	ALIGNMENT - CHECK/AD	OUT	0.00	59.95	59.95	0.00		01	4	XX
015-003-000	12162013	0021420	47470	47470	STEER LINK & SUSP ME		0.00	109.80	109.80	1.17	JR	XX	1	XX
015-003-000	04302012	0018300	31850	31854	STEER LINK & SUSP ME		4.25	137.02	141.27	1.46	MV	01	4	XX
015-006-000	12122013	0021420	47470	47470	STEERING PUMP - REPL	OUT	74.32	0.00	74.32	0.00		01	1	XX
015-006-000	12172013	0021420	47470	47470	STEERING PUMP - REPL		0.00	573.42	573.42	6.11	JR	XX	1	XX
015-006-000	04302012	0018300	31850	31854	STEERING PUMP - REPL	OUT	102.60	0.00	102.60	0.00		01	4	XX
015-006-000	04302012	0018300	31850	31854	STEERING PUMP - REPL	OUT	19.38	0.00	19.38	0.00		01	4	XX
015-006-000	03292012	0018300	31650	31649	STEERING PUMP - REPL	OUT	19.38	0.00	19.38	0.00		01	4	XX
015-006-000	03272012	0018300	31650	31649	STEERING PUMP - REPL	OUT	11.38	0.00	11.38	0.00		01	4	XX
015-006-000	04052012	0018300	31690	31694	STEERING PUMP - REPL		0.00	490.83	490.83	5.23	CMc	01	4	XX
015-006-000	03272012	0018300	31650	31649	STEERING PUMP - REPL	OUT	103.56	0.00	103.56	0.00		01	4	XX
015-006-000	03222012	0018298	31650	31649	STEERING PUMP - REPL	OUT	102.60	0.00	102.60	0.00		01	1	XX
015-008-000	11182014	0023288	57560	57561	OTHER SUSP/STEER SER	OUT	67.93	98.50	166.43	0.00		01	4	XX
015-008-000	08052014	0022736	54550	54552	OTHER SUSP/STEER SER		0.00	28.15	28.15	0.30	JR	01	1	XX
015-008-000	12162013	0021420	47470	47470	OTHER SUSP/STEER SER	OUT	74.91	0.00	74.91	0.00		01	1	XX
015-008-000	04302012	0018300	31850	31854	OTHER SUSP/STEER SER	OUT	33.06	0.00	33.06	0.00		01	4	XX

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UNIT: 05-121 LF MTR: 74785.0 CUR MTR: 74785.0 YR: 01 MAKE: FORD DEPT: 10032000 SIZE: O CLASS: VAN6 FUEL: U

VMRS CODE	DATE	WO NUM	LF-MILS	ODOM	WORK DESCRIPTION	OUT	PARTS	LABOR	TOTAL	HOURS	MECHANIC	CC	RC	WA
015-008-000	04252012	0018300	31850	31854	OTHER SUSP/STEER SER	OUT	268.54	0.00	268.54	0.00		01	4	XX
015-009-000	11182014	0023288	57560	57561	SHOCKS & STRUTS - RE	OUT	0.00	256.10	256.10	0.00		01	4	XX
015-009-000	11042014	0023288	57560	57561	SHOCKS & STRUTS - RE	OUT	177.28	0.00	177.28	0.00		01	4	XX
015-009-000	11042014	0023288	57560	57561	SHOCKS & STRUTS - RE		0.00	76.95	76.95	0.82	MV	01	4	XX
015 TOTAL >STEERING AND SUSPENS							1059.19	1830.72	2889.91					
019 TITLE > MISCELLANEOUS														
019-001-000	06212016	0026665	74790	74785	ROAD TEST / DIAGNOSI		0.00	0.00	0.00	0.00	JT	01	1	XX
019-001-000	11052014	0023288	57560	57561	ROAD TEST / DIAGNOSI		38.81	1886.38	1925.20	20.10	MV	01	4	XX
019-001-000	01282013	0019834	37760	37764	ROAD TEST / DIAGNOSI		0.00	6.56	6.56	0.07	JT	01	1	XX
019-001-000	07162012	0018876	33480	33483	ROAD TEST / DIAGNOSI		0.00	0.00	0.00	0.00	JT	XX	1	XX
019-001-000	09032009	0011431	26540	26537	ROAD TEST / DIAGNOSI		0.00	0.00	0.00	0.00	JT	XX	1	XX
019-001-000	09012009	0011406	26510	26508	ROAD TEST / DIAGNOSI		0.00	0.00	0.00	0.00	JT	XX	1	XX
019-001-000	08222007	0003979	21880	21879	ROAD TEST / DIAGNOSI		0.00	66.50	66.50	1.00	RO	XX	1	XX
019-001-000	07172006	0000011	18100	18099	ROAD TEST / DIAGNOSI		0.00	66.50	66.50	1.00	RO	XX	1	XX
019-002-000	06212016	0026665	74790	74785	SERVICE CALL		0.00	123.88	123.88	1.32	LR	01	1	XX
019-002-000	06202016	0026665	74790	74785	SERVICE CALL		0.00	72.26	72.26	0.77	JT	01	1	XX
019-002-000	04052016	0026258	71550	71553	SERVICE CALL		0.00	140.77	140.77	1.50	LR	01	1	XX
019-002-000	04052016	0026258	71550	71553	SERVICE CALL		0.00	192.39	192.39	2.05	JT	01	1	XX
019-002-000	11032014	0023284	57560	57561	SERVICE CALL		0.00	197.08	197.08	2.10	MV	01	1	XX
019-002-000	06202013	0020514	41300	41296	SERVICE CALL		0.00	236.50	236.50	2.52	MV	01	1	XX
019-002-000	08092012	0019005	33740	33740	SERVICE CALL		101.78	103.23	205.01	1.10	JR	01	1	XX
019-002-000	08092012	0019005	33740	33740	SERVICE CALL		0.00	102.29	102.29	1.09	JT	01	1	XX
019-002-000	07162012	0018876	33480	33483	SERVICE CALL		0.00	0.00	0.00	0.00	JT	XX	1	XX
019-002-000	03062012	0018209	31460	31462	SERVICE CALL		0.00	203.65	203.65	2.17	MV	01	1	XX
019-002-000	03062012	0018209	31460	31462	SERVICE CALL		0.00	130.45	130.45	1.39	LR	01	1	XX
019-002-000	03012012	0018209	31370	31367	SERVICE CALL		0.00	0.00	0.00	0.00	CMc	01	1	XX
019-002-000	01312012	0017543	31170	31173	SERVICE CALL		0.00	44.10	44.10	0.47	MV	01	4	XX
019-002-000	01302012	0017543	31170	31173	SERVICE CALL		0.00	121.06	121.06	1.29	LR	01	4	XX
019-002-000	09032009	0011431	26530	26537	SERVICE CALL		0.00	150.16	150.16	1.60	JT	01	1	XX
019-002-000	09032009	0011431	26530	26530	SERVICE CALL		0.00	84.46	84.46	0.90	KG	01	1	XX
019-002-000	09022009	0011406	26530	26530	SERVICE CALL		0.00	168.93	168.93	1.80	KG	01	1	XX
019-002-000	09012009	0011406	26510	26508	SERVICE CALL		0.00	65.69	65.69	0.70	JT	01	1	XX
019-002-000	09172008	0007801	24120	24117	SERVICE CALL		0.00	93.10	93.10	1.40	LR	01	1	XX
019-002-000	09112008	0007801	24120	24117	SERVICE CALL		0.00	73.15	73.15	1.10	MV	01	1	XX
019-003-000	03292012	0018300	31650	31649	COMM TOW - BRING TO	OUT	0.00	85.00	85.00	0.00		01	4	XX
019-005-000	06282011	0016880	29600	29602	STEAM CLEAN		0.00	1.87	1.87	0.02	CM	XX	8	XX
019-010-000	11062014	0023303	57560	57561	MISCELLANEOUS		0.00	73.20	73.20	0.78	TN	01	1	XX

STARTING VMRS CODE: 000-000-000 DATE: FIRST VEHICLE:: 05-121
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UNIT: 05-121 LF MTR: 74785.0 CUR MTR: 74785.0 YR: 01 MAKE: FORD DEPT: 10032000 SIZE: O CLASS: VAN6 FUEL: U

VMRS CODE	DATE	WO NUM	LF-MILS	ODOM	WORK DESCRIPTION	OUT	PARTS	LABOR	TOTAL	HOURS	MECHANIC	CC	RC	WA
019-010-000	11062014	0023303	57560	57561	MISCELLANEOUS		0.00	95.72	95.72	1.02	JR	XX	1	XX
019-010-000	07182012	0018876	33480	33483	MISCELLANEOUS	OUT	64.65	0.00	64.65	0.00		01	1	XX
019-010-000	07162012	0018876	33480	33483	MISCELLANEOUS		0.00	0.00	0.00	0.00	JT	XX	1	XX
019-010-000	03212012	0018298	31650	31649	MISCELLANEOUS	OUT	36.84	0.00	36.84	0.00		01	1	XX
019-010-000	12212011	0017543	30250	30254	MISCELLANEOUS	OUT	71.11	50.00	121.11	0.00		01	4	XX
019-010-000	07212010	0014345	28450	28449	MISCELLANEOUS	OUT	38.52	0.00	38.52	0.00		01	4	XX
019-010-000	05262010	0013295	28040	28037	MISCELLANEOUS		0.00	0.00	0.00	0.00		01	11	XX
019-010-000	05262010	0013295	28030	28037	MISCELLANEOUS		0.00	239.31	239.31	2.55	JT	01	11	XX
019-010-000	09252006	0000719	18960	18960	MISCELLANEOUS		144.06	99.75	243.81	1.50	RO	XX	8	XX
019-010-000	07122006	0000011	18100	18099	MISCELLANEOUS		0.00	139.65	139.65	2.10	PB	XX	1	XX
019-012-000	12172009	0012447	27070	27070	FIRE EXT - REMOVE/RE		0.00	0.00	0.00	0.00	JT	XX	1	XX
019-012-000	12092008	0009002	24750	24745	FIRE EXT - REMOVE/RE		0.00	0.00	0.00	0.00	CM	XX	8	XX
019-013-000	11132014	0023359	57560	57561	DECALS - REMOVE/APPL		0.00	143.59	143.59	1.53	JT	01	4	XX
019-013-000	12082011	0017543	29960	29955	DECALS - REMOVE/APPL	OUT	0.00	119.50	119.50	0.00		01	4	XX
019-013-000	11172011	0017543	29910	29909	DECALS - REMOVE/APPL		0.00	75.07	75.07	0.80	CM	01	4	XX
019-013-000	12122007	0005076	22570	22573	DECALS - REMOVE/APPL		0.00	119.70	119.70	1.80	JR	01	1	XX
019-013-000	12112007	0005071	22570	22573	DECALS - REMOVE/APPL		0.00	0.00	0.00	0.00	CM	01	1	XX
019-013-000	12112007	0005076	22570	22573	DECALS - REMOVE/APPL		0.00	26.60	26.60	0.40	JT	01	1	XX
019-013-000	08222007	0003979	21880	21879	DECALS - REMOVE/APPL		0.00	46.55	46.55	0.70	RO	XX	1	XX
019-014-000	12162014	0023534	57560	57561	P U/DEL VEH TO COMM		0.00	79.77	79.77	0.85	MV	01	1	XX
019-014-000	08162010	0014532	28550	28552	P U/DEL VEH TO COMM		0.00	91.97	91.97	0.98	JT	01	11	XX
019-014-000	08162010	0014532	28550	28552	P U/DEL VEH TO COMM		0.00	82.58	82.58	0.88	CM	01	11	XX
019-014-000	05262010	0013295	28040	28037	P U/DEL VEH TO COMM		0.00	0.00	0.00	0.00	JT	XX	11	XX
019-014-000	12182009	0012459	27070	27070	P U/DEL VEH TO COMM		0.00	134.20	134.20	1.43	JT	01	1	XX
019-014-000	12172009	0012447	27070	27070	P U/DEL VEH TO COMM		0.00	0.00	0.00	0.00	JT	XX	1	XX
019-014-000	06122007	0003245	21310	21313	P U/DEL VEH TO COMM		36.10	53.20	89.30	0.80	PB	01	1	XX
019-014-000	12132006	0000989	19850	19846	P U/DEL VEH TO COMM		0.00	33.25	33.25	0.50	KG	XX	1	
019-014-000	12132006	0000989	19840	19846	P U/DEL VEH TO COMM		0.00	59.85	59.85	0.90	PB	XX	1	XX
019-014-000	12082006	0001548	19800	19803	P U/DEL VEH TO COMM		0.00	33.25	33.25	0.50	KG	XX	1	XX
019-014-000	12132006	0000989	19850	19846	P U/DEL VEH TO COMM		0.00	46.55	46.55	0.70	RO	XX	1	XX
019-014-000	09202006	0000719	18960	18960	P U/DEL VEH TO COMM		0.00	39.90	39.90	0.60	KG	XX	8	XX
019-014-000	09202006	0000719	18960	18960	P U/DEL VEH TO COMM		0.00	46.55	46.55	0.70	PB	XX	8	XX
019-015-000	11042014	0023288	57560	57561	ALL BELTS - REPL/ADJ	OUT	27.40	0.00	27.40	0.00		01	4	XX
019-015-000	04022012	0018300	31690	31694	ALL BELTS - REPL/ADJ		0.00	9.38-	9.38-	0.10-	CMc	01	4	XX
019-015-000	01032011	0015649	29010	29017	ALL BELTS - REPL/ADJ		24.57	150.16	174.73	1.60	JR	XX	8	XX
019-017-000	12162014	0023535	57560	57561	PICK UP PARTS		0.00	68.51	68.51	0.73	TN	01	1	XX
019-017-000	12112007	0005071	22570	22573	PICK UP PARTS		0.00	0.00	0.00	0.00	CM	XX	1	XX
019 TOTAL >MISCELLANEOUS							583.84	6554.95	7138.79					
020 TITLE > FILTERS														
020-000-000	12182014	0023543	57560	57561	FILTERS	OUT	7.07	0.00	7.07	0.00		01	1	XX

STARTING VMRS CODE: 000-000-000 DATE: FIRST VEHICLE:: 05-121
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UNIT: 05-121 LF MTR: 74785.0 CUR MTR: 74785.0 YR: 01 MAKE: FORD DEPT: 10032000 SIZE: O CLASS: VAN6 FUEL: U

VMRS CODE	DATE	WO NUM	LF-MILS	ODOM	WORK DESCRIPTION	OUT	PARTS	LABOR	TOTAL	HOURS	MECHANIC	CC	RC	WA
020-001-000	06212016	0026665	74790	74785	AIR FILTER - REPLACE		10.42	0.00	10.42	0.00		XX	1	XX
020-001-000	03112014	0021864	49810	49810	AIR FILTER - REPLACE		9.91	1.87	11.78	0.02	JT	XX	1	XX
020-001-000	12172009	0012447	27070	27070	AIR FILTER - REPLACE		0.00	0.00	0.00	0.00	JT	XX	1	XX
020-001-000	12142007	0005071	22570	22573	AIR FILTER - REPLACE		11.10	0.00	11.10	0.00	CM	XX	1	XX
020-001-000	06052007	0003239	21310	21305	AIR FILTER - REPLACE		9.59	19.95	29.54	0.30	JR	XX	8	XX
020-003-000	05302012	0018603	32560	32559	FUEL FILTER - REPLAC		9.63	0.00	9.63	0.00	MV	01	4	XX
020 TOTAL >FILTERS							57.72	21.82	79.54					
066 TITLE > PREVENTATIVE MAINTEN														
066-001-000	06212016	0026665	74790	74785	PM A SERVICE		17.65	414.81	432.47	4.42	JT	01	1	XX
066-001-000	03162016	0026157	71370	71376	PM A SERVICE		18.67	302.19	320.87	3.22	JR	01	1	XX
066-001-000	06162015	0024544	63700	63701	PM A SERVICE		20.07	215.85	235.92	2.30	JR	01	8	XX
066-001-000	08052014	0022736	54550	54552	PM A SERVICE		20.20	238.37	258.58	2.54	JR	01	1	XX
066-001-000	03112014	0021864	49810	49810	PM A SERVICE		19.89	194.26	214.16	2.07	JT	01	1	XX
066-001-000	08292013	0020882	43750	43745	PM A SERVICE		0.00	1.87	1.87	0.02	JR	01	1	XX
066-001-000	03262013	0020084	39090	39092	PM A SERVICE		30.38	231.80	262.19	2.47	JR	01	1	XX
066-001-000	05222012	0018620	32450	32455	PM A SERVICE		20.42	98.54	118.97	1.05	JR	01	8	XX
066-001-000	11172011	0017729	29910	29909	PM A SERVICE		0.00	259.96	259.96	2.77	JR	01	1	XX
066-001-000	06282011	0016880	29660	29669	PM A SERVICE		20.91	198.96	219.87	2.12	CM	01	8	XX
066-001-000	01032011	0015649	29010	29017	PM A SERVICE		0.00	157.66	157.66	1.68	JR	01	8	XX
066-001-000	06232010	0014065	28040	28042	PM A SERVICE		17.56	311.58	329.14	3.32	KG	01	1	XX
066-001-000	12172009	0012447	27070	27070	PM A SERVICE		34.55	236.50	271.05	2.52	JT	01	1	XX
066-001-000	06162009	0010695	25940	25945	PM A SERVICE		18.87	215.85	234.72	2.30	CM	01	8	XX
066-001-000	12092008	0009002	24750	24745	PM A SERVICE		16.81	179.55	196.36	2.70	CM	01	8	XX
066-001-000	12082008	0008977	24750	24745	PM A SERVICE		0.00	166.25	166.25	2.50	CM	01	1	XX
066-001-000	06102008	0006751	23690	23687	PM A SERVICE		0.00	86.45	86.45	1.30	JR	01	8	XX
066-001-000	12122007	0005071	22570	22573	PM A SERVICE		14.03	365.75	379.78	5.50	CM	01	1	XX
066-001-000	06052007	0003239	21300	21305	PM A SERVICE		13.99	113.05	127.04	1.70	JR	01	8	XX
066-001-000	09202006	0000719	18960	18960	PM A SERVICE		12.42	133.00	145.42	2.00	RO	XX	8	XX
066 TOTAL >PREVENTATIVE MAINTEN							296.42	4122.25	4418.67					

VEHICLE REPAIR HISTORY REPORT
FACILITY: 00001

STARTING VMRS CODE: 000-000-000 DATE: FIRST VEHICLE:: 05-121
ENDING VMRS CODE: 999-999-999 DATE: LAST VEHICLE: 05-121

METER : STANDARD SUBTOTALS OF VMRS CODES FOR DIVISION > AL PERIOD : CURRENT

VMRS Code	QUANTITY	LABOR HRS	LABOR COST	PARTS COST	TOTAL COST	PERCENT	TOT COST /METER
001 HEAT & AIR CONDITIONIN	6	5.8	475.86	348.16	824.02	1.90 %	0.60104
002 BODY AND GLASS	14	18.5	2707.92	1320.12	4028.04	9.20 %	2.93803
003 ELEC,INSTRM,LIGHT&CHAS	22	22.2	2419.80	526.05	2945.85	6.70 %	2.14869
004 BATTERY, CHRG & STARTI	10	7.2	692.60	283.55	976.15	2.20 %	0.71200
005 COOLING	12	22.9	1923.25	461.40	2384.65	5.40 %	1.73935
006 FUEL	4	7.3	694.48	663.20	1357.68	3.10 %	0.99028
007 TRANS(MAIN/AUX) PTO/CL	5	4.3	1516.93	1824.49	3341.42	7.60 %	2.43721
008 EMISSION CONTROL	14	35.6	3356.80	205.43	3562.23	8.10 %	2.59827
009 EXHAUST	1	2.4	159.60	120.60	280.20	0.60 %	0.20438
010 ENGINE	1	9.3	874.68	23.59	898.27	2.00 %	0.65519
011 TIRES AND WHEELS	20	17.6	1572.05	893.28	2465.33	5.60 %	1.79820
013 BRAKES	14	19.8	1874.41	753.72	2628.13	6.00 %	1.91694
014 SPECIAL EQUIPMENT	10	18.0	1705.23	2083.45	3788.68	8.60 %	2.76344
015 STEERING AND SUSPENSIO	20	14.9	1830.72	1059.19	2889.91	6.60 %	2.10788
019 MISCELLANEOUS	68	70.6	6554.95	583.84	7138.79	16.20 %	5.20699
020 FILTERS	7	0.3	21.82	57.72	79.54	0.20 %	0.05802
066 PREVENTATIVE MAINTENAN	20	48.0	4122.25	296.42	4418.67	10.00 %	3.22295
TOTALS:	248	324.7	32503.35	11504.21 TOT:	44007.56	100 %	32.09886

Prev Maint-4122.25 - 296.42 4418.67
28,381.1 11,207.79
Total 39,588.89

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	**Police Department**	5. DATE:	**6/21/16**
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	**403**	**40300000**	**55024**	**Revenue - Other**	**$ 20,463.90**
B. USE OF FINANCING	**403**	**40399100**	**77040**	**Vehicle Replacement Fund**	**$ 20,463.90**

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 Partners' Foundation will be donating $20,463.90 to purchase a 2015 For Transit Connect Wagon XLT. The Lodi Police Department will purchase the vehicle and place it into service for Partners' Patrol.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ 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. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO ACCEPT MONETARY DONATION
FROM THE LODI POLICE PARTNERS' FOUNDATION FOR
THE PURCHASE OF A VEHICLE

==========

WHEREAS, the Lodi Police PARTNERS' Foundation, a California non-profit corporation, desires to donate the sum of $20,463.90 to the City of Lodi for the purchase of a 2015 Ford Transit Connect Wagon XLT, VIN: NMOGE9F70F1198328, for use in the PARTNERS' Program; and

WHEREAS, the City Council adopted Resolution No. 2015-54, which provides that when vehicles are purchased by donated funds from the Lodi Police Partners' Foundation and are retired from City's vehicle fleet, the proceeds from the sale or auction of the same will be returned to the Lodi Police Partners' Foundation, or alternatively title to the vehicle will be transferred to the Lodi Police Partners' Foundation, to facilitate the Foundation's continued financial support of the Partners' Program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to accept the monetary donation of $20,463.90 for the purchase of a 2015 Ford Transit Connect Wagon XLT, VIN: NMOGE9F70F1198328, for use in the PARTNERS' Program from the Lodi Police PARTNERS' Foundation; and

BE IT FURTHER RESOLVED, that funds in the amount of $20,463.90 are hereby appropriated for the vehicle purchase as shown on the attached Appropriation Request Form.

Date: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the Lodi City Council in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	**Police Department**	5. DATE:	**6/21/16**
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	**403**	**40300000**	**55024**	**Revenue - Other**	**$ 20,463.90**
B. USE OF FINANCING	**403**	**40399100**	**77040**	**Vehicle Replacement Fund**	**$ 20,463.90**

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 Partners' Foundation will be donating $20,463.90 to purchase a 2015 For Transit Connect Wagon XLT. The Lodi Police Department will purchase the vehicle and place it into service for Partners' Patrol.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ 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.

AGENDA ITEM **C-04**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Bids for the Purchase of Polemount Transformers from HEES Enterprises of Astoria, Oregon ($67,836.96) and Central Moloney of Pine Bluff, Arkansas ($14,590.80)

MEETING DATE: July 6, 2016

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt resolution awarding bids for the purchase of polemount transformers from HEES Enterprises of Astoria, Oregon ($67,836.96) and Central Moloney of Pine Bluff, Arkansas ($14,590.80).

BACKGROUND INFORMATION: On April 6, 2016, the City Council authorized the advertisement of bids to replenish inventory consumed as a result of ongoing maintenance and development projects.

The Electric Utility advertised bids on June 11 and 15, 2016. On June 22, 2016, bids were opened with five suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of operation based on estimated power loss during the projected life of the transformer) were evaluated as shown on Exhibit A, attached. Staff reviewed the proposals and deemed the following as the lowest responsive bids and compliant with the approved specifications.

Description	Supplier	Amount ($)
25 kVA, 1P, 120/240	HEES Enterprises	15,660.00
37.5 kVA, 1P, 120/240	HEES Enterprises	18,597.60
50 kVA, 1P, 240/480	HEES Enterprises	28,296.00
75 kVA, 1P, 277 volt	Central Moloney	14,590.80
167 kVA, 277 volt	HEES Enterprises	5,283.36

FISCAL IMPACT: Procurement cost is $82,427.76. Total life-cycle cost is $152,771.51.

FUNDING AVAILABLE: Included in FY2016/17 Budget Account No. 500.13496.

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Hasan Shahriar, P.E., Senior Power Engineer
EAK/HS/JLM/lst

APPROVED: _____
Stephen Schwabauer, City Manager

EXHIBIT A - POLE MOUNTED TRANSFORMER BID EVALUATION June 22, 2016

Transformer Bid Evaluation **Bid Opening:** June 22, 2016

Padmount

Tax (factor):	1.08	**Primary Windings:** Three-Phase, 12000 Volt, 60Hz, Delta Connected
No Load Loss $/watt:	3.75	Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz
Load Loss $/watt:	1.25	

Bid Item 1: 25 kVA, 240/120 Volt, 1 Phase Number of units: **20** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
MAS Sales Group	1,320.00	26,400.00	**28,512.00**	21	493	1,575.00	12,325.00	13,900.00	**42,412.00**			
Howard Industries	946.00	18,920.00	**20,433.60**	75	228	5,625.00	5,700.00	11,325.00	**31,758.60**			
	0.00	0.00	**0.00**			0.00	0.00	0.00	**0.00**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			
Pacific Utilities	808.00	16,160.00	**17,452.80**	56	314	4,200.00	7,850.00	12,050.00	**29,502.80**			
HEES	725.00	14,500.00	**15,660.00**	60	302	4,500.00	7,550.00	12,050.00	**27,710.00**			
Central Moloney	840.00	16,800.00	**18,144.00**	65	267	4,875.00	6,675.00	11,550.00	**29,694.00**			

Bid Item 2: 37.5 kVA, 240/120 Volt, 1 Phase Number of units: **20** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
MAS Sales Group	1,450.00	29,000.00	**31,320.00**	26	676	1,950.00	16,900.00	18,850.00	**50,170.00**			
Howard Industries	1,137.00	22,740.00	**24,559.20**	95	334	7,125.00	8,350.00	15,475.00	**40,034.20**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			
Pacific Utilities	998.00	19,960.00	**21,556.80**	85	393	6,375.00	9,825.00	16,200.00	**37,756.80**			
HEES	861.00	17,220.00	**18,597.60**	82	393	6,150.00	9,825.00	15,975.00	**34,572.60**			
Central Moloney	1,000.00	20,000.00	**21,600.00**	88	362	6,600.00	9,050.00	15,650.00	**37,250.00**			

Bid Item 3: 50 kVA, 240/480 Volt, 1 Phase Number of units: **25** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
MAS Sales Group	1,600.00	40,000.00	**43,200.00**	33	802	3,093.75	25,062.50	28,156.25	**71,356.25**			
Howard Industries	1,238.00	30,950.00	**33,426.00**	105	493	9,843.75	15,406.25	25,250.00	**58,676.00**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			
Pacific Utilities	1,181.00	29,525.00	**31,887.00**	114	415	10,687.50	12,968.75	23,656.25	**55,543.25**			
HEES	1,048.00	26,200.00	**28,296.00**	110	421	10,312.50	13,156.25	23,468.75	**51,764.75**			
Central Moloney	1,098.00	27,450.00	**29,646.00**	109	452	10,218.75	14,125.00	24,343.75	**53,989.75**			

Bid Item 4: 75 kVA, 277 Volt, 1 Phase Number of units: **10** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
MAS Sales Group	1,770.00	17,700.00	**19,116.00**	43	1145	1,612.50	14,312.50	15,925.00	**35,041.00**			
Howard Industries	1,915.00	19,150.00	**20,682.00**	164	569	6,150.00	7,112.50	13,262.50	**33,944.50**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			

	EXHIBIT A - POLE MOUNTED TRANSFORMER BID EVALUATION June 22, 2016												
	Transformer Bid Evaluation					**Bid Opening:**	June 22, 2016						
	Padmount			Tax (factor):		1.08	**Primary Windings:**		Three-Phase, 12000 Volt, 60Hz, Delta Connected				
				No Load Loss $/watt:		3.75			Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz				
				Load Loss $/watt:		1.25							
			0.00	**0.00**			0.00	0.00	0.00	**0.00**			
	Pacific Utilities	1,504.00	15,040.00	**16,243.20**	156	577	5,850.00	7,212.50	13,062.50	**29,305.70**			
	HEES	1,413.00	14,130.00	**15,260.40**	159	570	5,962.50	7,125.00	13,087.50	**28,347.90**			
	Central Moloney	1,351.00	13,510.00	**14,590.80**	142	674	5,325.00	8,425.00	13,750.00	**28,340.80**			
	Bid Item 5: 167 kVA, 277 volt							Number of units:	**2**				>= 1.8
	Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
		Price $	Price $	w/tax $	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses $	Cost $	(weeks)	(inches)	%
	MAS Sales Group	2,760.00	5,520.00	**5,961.60**	76	2061	570.00	5,152.50	5,722.50	**11,684.10**			
	Howard Industries	3,954.00	7,908.00	**8,540.64**	276	1186	2,070.00	2,965.00	5,035.00	**13,575.64**			
			0.00	**0.00**			0.00	0.00	0.00	**0.00**			
			0.00	**0.00**			0.00	0.00	0.00	**0.00**			
	Pacific Utilities	2,953.00	5,906.00	**6,378.48**	264	1251	1,980.00	3,127.50	5,107.50	**11,485.98**			
	HEES	2,446.00	4,892.00	**5,283.36**	258	1266	1,935.00	3,165.00	5,100.00	**10,383.36**			
	Central Moloney	2,720.00	5,440.00	**5,875.20**	244	1299	1,830.00	3,247.50	5,077.50	**10,952.70**			

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BID FOR THE PURCHASE OF
POLEMOUNT TRANSFORMERS FROM HEES
ENTERPRISES OF ASTORIA, OREGON AND CENTRAL
MOLONEY OF PINE BLUFF, ARKANSAS

==========

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 June 22, 2016, at 11:00 a.m. for the purchase of polemount transformers for the Electric Utility Department, described in the specifications therefore approved by the City Council on April 6, 2016; and

WHEREAS, said bids have been compared as to life-cycle costs, checked, and tabulated and a report thereof filed with the City Manager as shown on Exhibit A attached; and

WHEREAS, the bids meeting the City's specification with the lowest estimated life-cycle costs are shown below:

Description	Supplier	Bid Amount
25 kVA, 1P, 120/240	HEES Enterprises	15,660.00
37.5 kVA, 1P, 120/240	HEES Enterprises	18,597.60
50 kVA, 1P, 240/480	HEES Enterprises	28,296.00
75 kVA, 1P, 277 volt	Central Moloney	14,590.80
167 kVA, 277 volt	HEES Enterprises	5,283.36

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of designated polemount transformers from HEES Enterprises of Astoria, Oregon, as shown above, in the amount of $67,836.96; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the bid for the purchase of designated polemount transformers from Central Moloney of Pine Bluff, Arkansas, as shown above, in the amount of $14,590.80.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

EXHIBIT A - POLE MOUNTED TRANSFORMER BID EVALUATION June 22, 2016

Transformer Bid Evaluation **Bid Opening:** June 22, 2016

Padmount

Tax (factor):	1.08	**Primary Windings:** Three-Phase, 12000 Volt, 60Hz, Delta Connected
No Load Loss $/watt:	3.75	Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz
Load Loss $/watt:	1.25	

Bid Item 1: 25 kVA, 240/120 Volt, 1 Phase Number of units: **20** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
MAS Sales Group	1,320.00	26,400.00	**28,512.00**	21	493	1,575.00	12,325.00	13,900.00	**42,412.00**			
Howard Industries	946.00	18,920.00	**20,433.60**	75	228	5,625.00	5,700.00	11,325.00	**31,758.60**			
	0.00	0.00	**0.00**			0.00	0.00	0.00	**0.00**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			
Pacific Utilities	808.00	16,160.00	**17,452.80**	56	314	4,200.00	7,850.00	12,050.00	**29,502.80**			
HEES	725.00	14,500.00	**15,660.00**	60	302	4,500.00	7,550.00	12,050.00	**27,710.00**			
Central Moloney	840.00	16,800.00	**18,144.00**	65	267	4,875.00	6,675.00	11,550.00	**29,694.00**			

Bid Item 2: 37.5 kVA, 240/120 Volt, 1 Phase Number of units: **20** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
MAS Sales Group	1,450.00	29,000.00	**31,320.00**	26	676	1,950.00	16,900.00	18,850.00	**50,170.00**			
Howard Industries	1,137.00	22,740.00	**24,559.20**	95	334	7,125.00	8,350.00	15,475.00	**40,034.20**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			
Pacific Utilities	998.00	19,960.00	**21,556.80**	85	393	6,375.00	9,825.00	16,200.00	**37,756.80**			
HEES	861.00	17,220.00	**18,597.60**	82	393	6,150.00	9,825.00	15,975.00	**34,572.60**			
Central Moloney	1,000.00	20,000.00	**21,600.00**	88	362	6,600.00	9,050.00	15,650.00	**37,250.00**			

Bid Item 3: 50 kVA, 240/480 Volt, 1 Phase Number of units: **25** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
MAS Sales Group	1,600.00	40,000.00	**43,200.00**	33	802	3,093.75	25,062.50	28,156.25	**71,356.25**			
Howard Industries	1,238.00	30,950.00	**33,426.00**	105	493	9,843.75	15,406.25	25,250.00	**58,676.00**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			
Pacific Utilities	1,181.00	29,525.00	**31,887.00**	114	415	10,687.50	12,968.75	23,656.25	**55,543.25**			
HEES	1,048.00	26,200.00	**28,296.00**	110	421	10,312.50	13,156.25	23,468.75	**51,764.75**			
Central Moloney	1,098.00	27,450.00	**29,646.00**	109	452	10,218.75	14,125.00	24,343.75	**53,989.75**			

Bid Item 4: 75 kVA, 277 Volt, 1 Phase Number of units: **10** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
MAS Sales Group	1,770.00	17,700.00	**19,116.00**	43	1145	1,612.50	14,312.50	15,925.00	**35,041.00**			
Howard Industries	1,915.00	19,150.00	**20,682.00**	164	569	6,150.00	7,112.50	13,262.50	**33,944.50**			
		0.00	**0.00**			0.00	0.00	0.00	**0.00**			

	EXHIBIT A - POLE MOUNTED TRANSFORMER BID EVALUATION June 22, 2016												
	Transformer Bid Evaluation					**Bid Opening:**	June 22, 2016						
	Padmount			Tax (factor):		1.08	**Primary Windings:**		Three-Phase, 12000 Volt, 60Hz, Delta Connected				
				No Load Loss $/watt:		3.75			Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz				
				Load Loss $/watt:		1.25							
			0.00	**0.00**			0.00	0.00	0.00	**0.00**			
	Pacific Utilities	1,504.00	15,040.00	**16,243.20**	156	577	5,850.00	7,212.50	13,062.50	**29,305.70**			
	HEES	1,413.00	14,130.00	**15,260.40**	159	570	5,962.50	7,125.00	13,087.50	**28,347.90**			
	Central Moloney	1,351.00	13,510.00	**14,590.80**	142	674	5,325.00	8,425.00	13,750.00	**28,340.80**			
	Bid Item 5: 167 kVA, 277 volt							Number of units:	**2**				>= 1.8
	Vendor	Unit	Extended	Price	No Load	Load	No Load	Load	Cost of	Life Cycle	Delivery	Height	Impedance
		Price $	Price $	w/tax $	Loss (watts)	Loss (watts)	Loss value	Loss value	Losses $	Cost $	(weeks)	(inches)	%
	MAS Sales Group	2,760.00	5,520.00	**5,961.60**	76	2061	570.00	5,152.50	5,722.50	**11,684.10**			
	Howard Industries	3,954.00	7,908.00	**8,540.64**	276	1186	2,070.00	2,965.00	5,035.00	**13,575.64**			
			0.00	**0.00**			0.00	0.00	0.00	**0.00**			
			0.00	**0.00**			0.00	0.00	0.00	**0.00**			
	Pacific Utilities	2,953.00	5,906.00	**6,378.48**	264	1251	1,980.00	3,127.50	5,107.50	**11,485.98**			
	HEES	2,446.00	4,892.00	**5,283.36**	258	1266	1,935.00	3,165.00	5,100.00	**10,383.36**			
	Central Moloney	2,720.00	5,440.00	**5,875.20**	244	1299	1,830.00	3,247.50	5,077.50	**10,952.70**			

AGENDA ITEM **C-05**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Bids for the Purchase of Padmount Transformers from Central Moloney of Pine Bluff, Arkansas ($46,548); Pacific Utilities of Concord ($12,722.40) and HEES Enterprises of Astoria, Oregon ($141,963.84)

MEETING DATE: July 6, 2016

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt resolution awarding bids for the purchase of padmount transformers from Central Moloney of Pine Bluff, Arkansas ($46,548); Pacific Utilities of Concord ($12,722.40) and HEES Enterprises of Astoria, Oregon ($141,963.84).

BACKGROUND INFORMATION: On April 6, 2016, the City Council authorized the advertisement of bids to replenish inventory consumed as a result of ongoing maintenance and development projects.

The Electric Utility advertised bids on May 28 and June 1, 2016. On June 15, 2016, bids were opened with six suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of operation based on estimated power loss during the projected life of the transformer) were evaluated as shown on Exhibit A, attached. Staff reviewed the proposals and deemed the following as the lowest responsive bids and compliant with the approved specifications.

Description	Supplier	Amount ($)
75 kVA, 1P, 120/240	Central Moloney	46,548.00
150 kVA, 3P, 120/208	Pacific Utilities	12,722.40
225 kVA, 3P, 120/208	HEES Enterprises	21,630.24
300 kVA, 3P, 120/208	HEES Enterprises	40,127.40
75 kVA, 3P, 277/480	HEES Enterprises	5,444.28
300 kVA, 3P, 277/480	HEES Enterprises	23,548.32
500 kVA, 3P, 277/480	HEES Enterprises	20,686.32
1,000 kVA, 3P, 277/480	HEES Enterprises	30,527.28

FISCAL IMPACT: Procurement cost is $201,234.24. Total life-cycle cost is $332,045.49.

FUNDING AVAILABLE: Included in FY2016/17 Budget Account No. 500.13496.

APPROVED: _____
Stephen Schwabauer, City Manager

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Hasan Shahriar, P.E., Senior Power Engineer

EAK/HS/JLM/lst

EXHIBIT A - PAD MOUNTED TRANSFORMER BID EVALUATION June 15, 2016

Transformer Bid Evaluation **Bid Opening:** June 15, 2016

Padmount

Tax (factor):	1.08	**Primary Windings:**	Three-Phase, 12000 Volt, 60Hz, Delta Connected
No Load Loss $/watt:	3.75		Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz
Load Loss $/watt:	1.25		

Bid Item 1: 75 kVA, 240/120 Volt, 1 Phase Pad Number of units: **25** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	3,807.00	95,175.00	**102,789.00**	42	1138	3,937.50	35,562.50	39,500.00	**142,289.00**	8-10	28	2.000
Howard Indus.(Silicon Core)	2,135.00	53,375.00	**57,645.00**	138	696	12,937.50	21,750.00	34,687.50	**92,332.50**	6-8	28	1.800
Howard Indus. (Amrphs Core)	0.00	0.00	**0.00**			0.00	0.00	0.00	**0.00**			
Anixter Inc.	2,040.00	51,000.00	**55,080.00**	149	663	13,968.75	20,718.75	34,687.50	**89,767.50**			
Pacific Utilities (ABB, Inc.)	2,287.00	57,175.00	**61,749.00**	122	608	11,437.50	19,000.00	30,437.50	**92,186.50**	8-10	28	2.000
HEES	2,130.00	53,250.00	**57,510.00**	147	557	13,781.25	17,406.25	31,187.50	**88,697.50**	8-10	24	1.800
Central Moloney	1,724.00	43,100.00	**46,548.00**	140	685	13,125.00	21,406.25	34,531.25	**81,079.25**	8	26	1.990

Bid Item 2: 150 kVA, 208/120 Volt, 3 Phase Pad Number of units: **2** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	6,149.00	12,298.00	**13,281.84**	345	1238	2,587.50	3,095.00	5,682.50	**18,964.34**	8-10	28	2.000
Howard Indus.(Silicon Core)	6,327.00	12,654.00	**13,666.32**	316	1341	2,370.00	3,352.50	5,722.50	**19,388.82**	6-8	28	1.800
Howard Indus. (Amrphs Core)	7,064.00	14,128.00	**15,258.24**	133	1569	997.50	3,922.50	4,920.00	**20,178.24**			
Anixter Inc.	6,514.00	13,028.00	**14,070.24**	287	1511	2,152.50	3,777.50	5,930.00	**20,000.24**			
Pacific Utilities (ABB, Inc.)	5,890.00	11,780.00	**12,722.40**	300	1194	2,250.00	2,985.00	5,235.00	**17,957.40**	8-10	28	2.000
HEES	5,585.00	11,170.00	**12,063.60**	276	1534	2,070.00	3,835.00	5,905.00	**17,968.60**	8-10	24	1.800
Central Moloney	6,870.00	13,740.00	**14,839.20**	245	1545	1,837.50	3,862.50	5,700.00	**20,539.20**	8	26	1.990

Bid Item 3: 225 kVA, 208Y/120 Volt, 3 Phase Pad Number of units: **3** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	7,013.00	21,039.00	**22,722.12**	489	1635	5,501.25	6,131.25	11,632.50	**34,354.62**	8-10	28	2.000
Howard Indus.(Silicon Core)	7,365.00	22,095.00	**23,862.60**	440	1767	4,950.00	6,626.25	11,576.25	**35,438.85**	6-8	28	1.800
Howard Indus. (Amrphs Core)	8,005.00	24,015.00	**25,936.20**	214	1887	2,407.50	7,076.25	9,483.75	**35,419.95**			
Anixter Inc.	7,178.00	21,534.00	**23,256.72**	405	2024	4,556.25	7,590.00	12,146.25	**35,402.97**			
Pacific Utilities (ABB, Inc.)	6,725.00	20,175.00	**21,789.00**	357	1925	4,016.25	7,218.75	11,235.00	**33,024.00**	8-10	28	2.000
HEES	6,676.00	20,028.00	**21,630.24**	411	1703	4,623.75	6,386.25	11,010.00	**32,640.24**	8-10	24	1.800
Central Moloney	7,798.00	23,394.00	**25,265.52**	339	2054	3,813.75	7,702.50	11,516.25	**36,781.77**	8	26	1.990

Bid Item 4: 300 kVA, 208Y/120 Volt, 3 Phase Pad Number of units: **5** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	7,752.00	38,760.00	**41,860.80**	561	2307	10,518.75	14,418.75	24,937.50	**66,798.30**	8-10	28	2.000
Howard Indus.(Silicon Core)	9,109.00	45,545.00	**49,188.60**	561	2241	10,518.75	14,006.25	24,525.00	**73,713.60**	6-8	28	1.800
Howard Indus. (Amrphs Core)	9,689.00	48,445.00	**52,320.60**	226	2673	4,237.50	16,706.25	20,943.75	**73,264.35**			

EXHIBIT A - PAD MOUNTED TRANSFORMER BID EVALUATION June 15, 2016

Transformer Bid Evaluation — **Bid Opening:** June 15, 2016

Padmount

Tax (factor):	1.08
No Load Loss $/watt:	3.75
Load Loss $/watt:	1.25

Primary Windings: Three-Phase, 12000 Volt, 60Hz, Delta Connected
Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz

Anixter Inc.	8,000.00	40,000.00	**43,200.00**	469	2749	8,793.75	17,181.25	25,975.00	**69,175.00**			
Pacific Utilities (ABB, Inc.)	8,450.00	42,250.00	**45,630.00**	454	2111	8,512.50	13,193.75	21,706.25	**67,336.25**	8-10	28	2.000
HEES	7,431.00	37,155.00	**40,127.40**	512	2428	9,600.00	15,175.00	24,775.00	**64,902.40**	8-10	24	1.800
Central Moloney	10,952.00	54,760.00	**59,140.80**	487	2421	9,131.25	15,131.25	24,262.50	**83,403.30**	8	26	1.990

Bid Item 5: 75 kVA, 277/480 Volt, 3 Phase Pad — Number of units: **1** — >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	5,551.00	5,551.00	**5,995.08**	235	568	881.25	710.00	1,591.25	**7,586.33**	8-10	28	2.000
Howard Indus.(Silicon Core)	5,306.00	5,306.00	**5,730.48**	175	810	656.25	1,012.50	1,668.75	**7,399.23**	6-8	28	1.800
Howard Indus. (Amrphs Core)	5,920.00	5,920.00	**6,393.60**	86	831	322.50	1,038.75	1,361.25	**7,754.85**			
Anixter Inc.	5,931.00	5,931.00	**6,405.48**	185	787	693.75	983.75	1,677.50	**8,082.98**			
Pacific Utilities (ABB, Inc.)	5,115.00	5,115.00	**5,524.20**	176	681	660.00	851.25	1,511.25	**7,035.45**	8-10	28	2.000
HEES	5,041.00	5,041.00	**5,444.28**	201	582	753.75	727.50	1,481.25	**6,925.53**	8-10	24	1.800
Central Moloney	6,854.00	6,854.00	**7,402.32**	181	734	678.75	917.50	1,596.25	**8,998.57**	8	26	1.990

Bid Item 6: 300 kVA, 277/480 Volt, 3 Phase Pad — Number of units: **3** — >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	7,670.00	23,010.00	**24,850.80**	606	2122	6,817.50	7,957.50	14,775.00	**39,625.80**	8-10	28	2.000
Howard Indus.(Silicon Core)	8,546.00	25,638.00	**27,689.04**	576	2151	6,480.00	8,066.25	14,546.25	**42,235.29**	6-8	28	1.800
Howard Indus. (Amrphs Core)	9,678.00	29,034.00	**31,356.72**	244	2382	2,745.00	8,932.50	11,677.50	**43,034.22**			
Anixter Inc.	7,791.00	23,373.00	**25,242.84**	532	2476	5,985.00	9,285.00	15,270.00	**40,512.84**			
Pacific Utilities (ABB, Inc.)	8,280.00	24,840.00	**26,827.20**	508	1822	5,715.00	6,832.50	12,547.50	**39,374.70**	8-10	28	2.000
HEES	7,268.00	21,804.00	**23,548.32**	490	2161	5,512.50	8,103.75	13,616.25	**37,164.57**	8-10	24	1.800
Central Moloney	10,633.00	31,899.00	**34,450.92**	452	2585	5,085.00	9,693.75	14,778.75	**49,229.67**	8	26	1.990

Bid Item 7: 500 kVA, 277/480 Volt, 3 Phase Pad — Number of units: **2** — >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	10,289.00	20,578.00	**22,224.24**	812	3507	6,090.00	8,767.50	14,857.50	**37,081.74**	8-10	28	2.000
Howard Indus.(Silicon Core)	11,785.00	23,570.00	**25,455.60**	863	3189	6,472.50	7,972.50	14,445.00	**39,900.60**	6-8	28	1.800
Howard Indus. (Amrphs Core)	14,098.00	28,196.00	**30,451.68**	385	3168	2,887.50	7,920.00	10,807.50	**41,259.18**			
Anixter Inc.	12,814.00	25,628.00	**27,678.24**	285	2997	2,137.50	7,492.50	9,630.00	**37,308.24**			
Pacific Utilities (ABB, Inc.)	10,200.00	20,400.00	**22,032.00**	666	3652	4,995.00	9,130.00	14,125.00	**36,157.00**	8-10	28	2.000
HEES	9,577.00	19,154.00	**20,686.32**	719	3215	5,392.50	8,037.50	13,430.00	**34,116.32**	8-10	24	1.800
Central Moloney	9,928.00	19,856.00	**21,444.48**	737	3408	5,527.50	8,520.00	14,047.50	**35,491.98**	8	26	1.990

Bid Item 8: 1,000 kVA, 277/480 Volt, 3 Phase Pad — Number of units: **2** — >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	15,752.00	31,504.00	**34,024.32**	1509	5743	11,317.50	14,357.50	25,675.00	**59,699.32**	8-10	28	2.000
Howard Indus.(Silicon Core)	16,294.00	32,588.00	**35,195.04**	1310	6309	9,825.00	15,772.50	25,597.50	**60,792.54**	6-8	28	1.800
Howard Indus. (Amrphs Core)	18,085.00	36,170.00	**39,063.60**	568	6519	4,260.00	16,297.50	20,557.50	**59,621.10**			

EXHIBIT A - PAD MOUNTED TRANSFORMER BID EVALUATION June 15, 2016

Transformer Bid Evaluation **Bid Opening:** June 15, 2016

Padmount

Tax (factor):	1.08
No Load Loss $/watt:	3.75
Load Loss $/watt:	1.25

Primary Windings: Three-Phase, 12000 Volt, 60Hz, Delta Connected
Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz

Anixter Inc.	14,789.00	29,578.00	**31,944.24**	1187	7048	8,902.50	17,620.00	26,522.50	**58,466.74**			
Pacific Utilities (ABB, Inc.)	16,100.00	32,200.00	**34,776.00**	1245	5966	9,337.50	14,915.00	24,252.50	**59,028.50**	8-10	28	2.000
HEES	14,133.00	28,266.00	**30,527.28**	1165	7198	8,737.50	17,995.00	26,732.50	**57,259.78**	8-10	24	1.800
Central Moloney	20,372.00	40,744.00	**44,003.52**	1101	6733	8,257.50	16,832.50	25,090.00	**69,093.52**	8	26	1.990

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE BID FOR THE PURCHASE OF PADMOUNT TRANSFORMERS FROM CENTRAL MOLONEY OF PINE BLUFF, ARKANSAS; PACIFIC UTILITIES OF CONCORD AND HEES ENTERPRISES OF ASTORIA, OREGON

==========

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 June 15, 2016, at 11:00 a.m. for the purchase of padmount transformers for the Electric Utility Department, described in the specifications therefore approved by the City Council on April 6, 2016; and

WHEREAS, said bids have been compared as to life-cycle costs, checked, and tabulated and a report thereof filed with the City Manager as shown on Exhibit A attached; and

WHEREAS, the bids meeting the City's specification with the lowest estimated life-cycle costs are shown below:

Description	**Supplier**	**Bid Amount**
75 kVA, 1P, 120/240	Central Moloney	46,548.00
150 kVA, 3P, 120/208	Pacific Utilities	12,722.40
225 kVA, 3P, 120/208	HEES Enterprises	21,630.24
300 kVA, 3P, 120/208	HEES Enterprises	40,127.40
75 kVA, 3P, 277/480	HEES Enterprises	5,444.28
300 kVA, 3P, 277/480	HEES Enterprises	23,548.32
500 kVA, 3P, 277/480	HEES Enterprises	20,686.32
1,000 kVA, 3P, 277/480	HEES Enterprises	30,527.28

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of designated padmount transformers from Central Moloney of Pine Bluff, Arkansas, as shown above, in the amount of $46,548.00; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the bid for the purchase of designated padmount transformers from Pacific Utilities of Concord, as shown above, in the amount of $12,722.40; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the bid for the purchase of designated padmount transformers from HEES Enterprises of Astoria, Oregon, as shown above, in the amount of $141,963.84.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

EXHIBIT A - PAD MOUNTED TRANSFORMER BID EVALUATION June 15, 2016

Transformer Bid Evaluation **Bid Opening:** June 15, 2016

Padmount

Tax (factor):	1.08	**Primary Windings:**	Three-Phase, 12000 Volt, 60Hz, Delta Connected
No Load Loss $/watt:	3.75		Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz
Load Loss $/watt:	1.25		

Bid Item 1: 75 kVA, 240/120 Volt, 1 Phase Pad Number of units: **25** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	3,807.00	95,175.00	**102,789.00**	42	1138	3,937.50	35,562.50	39,500.00	**142,289.00**	8-10	28	2.000
Howard Indus.(Silicon Core)	2,135.00	53,375.00	**57,645.00**	138	696	12,937.50	21,750.00	34,687.50	**92,332.50**	6-8	28	1.800
Howard Indus. (Amrphs Core)	0.00	0.00	**0.00**			0.00	0.00	0.00	**0.00**			
Anixter Inc.	2,040.00	51,000.00	**55,080.00**	149	663	13,968.75	20,718.75	34,687.50	**89,767.50**			
Pacific Utilities (ABB, Inc.)	2,287.00	57,175.00	**61,749.00**	122	608	11,437.50	19,000.00	30,437.50	**92,186.50**	8-10	28	2.000
HEES	2,130.00	53,250.00	**57,510.00**	147	557	13,781.25	17,406.25	31,187.50	**88,697.50**	8-10	24	1.800
Central Moloney	1,724.00	43,100.00	**46,548.00**	140	685	13,125.00	21,406.25	34,531.25	**81,079.25**	8	26	1.990

Bid Item 2: 150 kVA, 208/120 Volt, 3 Phase Pad Number of units: **2** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	6,149.00	12,298.00	**13,281.84**	345	1238	2,587.50	3,095.00	5,682.50	**18,964.34**	8-10	28	2.000
Howard Indus.(Silicon Core)	6,327.00	12,654.00	**13,666.32**	316	1341	2,370.00	3,352.50	5,722.50	**19,388.82**	6-8	28	1.800
Howard Indus. (Amrphs Core)	7,064.00	14,128.00	**15,258.24**	133	1569	997.50	3,922.50	4,920.00	**20,178.24**			
Anixter Inc.	6,514.00	13,028.00	**14,070.24**	287	1511	2,152.50	3,777.50	5,930.00	**20,000.24**			
Pacific Utilities (ABB, Inc.)	5,890.00	11,780.00	**12,722.40**	300	1194	2,250.00	2,985.00	5,235.00	**17,957.40**	8-10	28	2.000
HEES	5,585.00	11,170.00	**12,063.60**	276	1534	2,070.00	3,835.00	5,905.00	**17,968.60**	8-10	24	1.800
Central Moloney	6,870.00	13,740.00	**14,839.20**	245	1545	1,837.50	3,862.50	5,700.00	**20,539.20**	8	26	1.990

Bid Item 3: 225 kVA, 208Y/120 Volt, 3 Phase Pad Number of units: **3** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	7,013.00	21,039.00	**22,722.12**	489	1635	5,501.25	6,131.25	11,632.50	**34,354.62**	8-10	28	2.000
Howard Indus.(Silicon Core)	7,365.00	22,095.00	**23,862.60**	440	1767	4,950.00	6,626.25	11,576.25	**35,438.85**	6-8	28	1.800
Howard Indus. (Amrphs Core)	8,005.00	24,015.00	**25,936.20**	214	1887	2,407.50	7,076.25	9,483.75	**35,419.95**			
Anixter Inc.	7,178.00	21,534.00	**23,256.72**	405	2024	4,556.25	7,590.00	12,146.25	**35,402.97**			
Pacific Utilities (ABB, Inc.)	6,725.00	20,175.00	**21,789.00**	357	1925	4,016.25	7,218.75	11,235.00	**33,024.00**	8-10	28	2.000
HEES	6,676.00	20,028.00	**21,630.24**	411	1703	4,623.75	6,386.25	11,010.00	**32,640.24**	8-10	24	1.800
Central Moloney	7,798.00	23,394.00	**25,265.52**	339	2054	3,813.75	7,702.50	11,516.25	**36,781.77**	8	26	1.990

Bid Item 4: 300 kVA, 208Y/120 Volt, 3 Phase Pad Number of units: **5** >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	7,752.00	38,760.00	**41,860.80**	561	2307	10,518.75	14,418.75	24,937.50	**66,798.30**	8-10	28	2.000
Howard Indus.(Silicon Core)	9,109.00	45,545.00	**49,188.60**	561	2241	10,518.75	14,006.25	24,525.00	**73,713.60**	6-8	28	1.800
Howard Indus. (Amrphs Core)	9,689.00	48,445.00	**52,320.60**	226	2673	4,237.50	16,706.25	20,943.75	**73,264.35**			

EXHIBIT A - PAD MOUNTED TRANSFORMER BID EVALUATION June 15, 2016

Transformer Bid Evaluation — **Bid Opening:** June 15, 2016

Padmount

Tax (factor):	1.08
No Load Loss $/watt:	3.75
Load Loss $/watt:	1.25

Primary Windings: Three-Phase, 12000 Volt, 60Hz, Delta Connected
Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz

Anixter Inc.	8,000.00	40,000.00	**43,200.00**	469	2749	8,793.75	17,181.25	25,975.00	**69,175.00**			
Pacific Utilities (ABB, Inc.)	8,450.00	42,250.00	**45,630.00**	454	2111	8,512.50	13,193.75	21,706.25	**67,336.25**	8-10	28	2.000
HEES	7,431.00	37,155.00	**40,127.40**	512	2428	9,600.00	15,175.00	24,775.00	**64,902.40**	8-10	24	1.800
Central Moloney	10,952.00	54,760.00	**59,140.80**	487	2421	9,131.25	15,131.25	24,262.50	**83,403.30**	8	26	1.990

Bid Item 5: 75 kVA, 277/480 Volt, 3 Phase Pad — Number of units: **1** — >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	5,551.00	5,551.00	**5,995.08**	235	568	881.25	710.00	1,591.25	**7,586.33**	8-10	28	2.000
Howard Indus.(Silicon Core)	5,306.00	5,306.00	**5,730.48**	175	810	656.25	1,012.50	1,668.75	**7,399.23**	6-8	28	1.800
Howard Indus. (Amrphs Core)	5,920.00	5,920.00	**6,393.60**	86	831	322.50	1,038.75	1,361.25	**7,754.85**			
Anixter Inc.	5,931.00	5,931.00	**6,405.48**	185	787	693.75	983.75	1,677.50	**8,082.98**			
Pacific Utilities (ABB, Inc.)	5,115.00	5,115.00	**5,524.20**	176	681	660.00	851.25	1,511.25	**7,035.45**	8-10	28	2.000
HEES	5,041.00	5,041.00	**5,444.28**	201	582	753.75	727.50	1,481.25	**6,925.53**	8-10	24	1.800
Central Moloney	6,854.00	6,854.00	**7,402.32**	181	734	678.75	917.50	1,596.25	**8,998.57**	8	26	1.990

Bid Item 6: 300 kVA, 277/480 Volt, 3 Phase Pad — Number of units: **3** — >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	7,670.00	23,010.00	**24,850.80**	606	2122	6,817.50	7,957.50	14,775.00	**39,625.80**	8-10	28	2.000
Howard Indus.(Silicon Core)	8,546.00	25,638.00	**27,689.04**	576	2151	6,480.00	8,066.25	14,546.25	**42,235.29**	6-8	28	1.800
Howard Indus. (Amrphs Core)	9,678.00	29,034.00	**31,356.72**	244	2382	2,745.00	8,932.50	11,677.50	**43,034.22**			
Anixter Inc.	7,791.00	23,373.00	**25,242.84**	532	2476	5,985.00	9,285.00	15,270.00	**40,512.84**			
Pacific Utilities (ABB, Inc.)	8,280.00	24,840.00	**26,827.20**	508	1822	5,715.00	6,832.50	12,547.50	**39,374.70**	8-10	28	2.000
HEES	7,268.00	21,804.00	**23,548.32**	490	2161	5,512.50	8,103.75	13,616.25	**37,164.57**	8-10	24	1.800
Central Moloney	10,633.00	31,899.00	**34,450.92**	452	2585	5,085.00	9,693.75	14,778.75	**49,229.67**	8	26	1.990

Bid Item 7: 500 kVA, 277/480 Volt, 3 Phase Pad — Number of units: **2** — >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	10,289.00	20,578.00	**22,224.24**	812	3507	6,090.00	8,767.50	14,857.50	**37,081.74**	8-10	28	2.000
Howard Indus.(Silicon Core)	11,785.00	23,570.00	**25,455.60**	863	3189	6,472.50	7,972.50	14,445.00	**39,900.60**	6-8	28	1.800
Howard Indus. (Amrphs Core)	14,098.00	28,196.00	**30,451.68**	385	3168	2,887.50	7,920.00	10,807.50	**41,259.18**			
Anixter Inc.	12,814.00	25,628.00	**27,678.24**	285	2997	2,137.50	7,492.50	9,630.00	**37,308.24**			
Pacific Utilities (ABB, Inc.)	10,200.00	20,400.00	**22,032.00**	666	3652	4,995.00	9,130.00	14,125.00	**36,157.00**	8-10	28	2.000
HEES	9,577.00	19,154.00	**20,686.32**	719	3215	5,392.50	8,037.50	13,430.00	**34,116.32**	8-10	24	1.800
Central Moloney	9,928.00	19,856.00	**21,444.48**	737	3408	5,527.50	8,520.00	14,047.50	**35,491.98**	8	26	1.990

Bid Item 8: 1,000 kVA, 277/480 Volt, 3 Phase Pad — Number of units: **2** — >= 1.8

Vendor	Unit Price $	Extended Price $	Price w/tax $	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses $	Life Cycle Cost $	Delivery (weeks)	Height (inches)	Impedance %
Cheryong Electric	15,752.00	31,504.00	**34,024.32**	1509	5743	11,317.50	14,357.50	25,675.00	**59,699.32**	8-10	28	2.000
Howard Indus.(Silicon Core)	16,294.00	32,588.00	**35,195.04**	1310	6309	9,825.00	15,772.50	25,597.50	**60,792.54**	6-8	28	1.800
Howard Indus. (Amrphs Core)	18,085.00	36,170.00	**39,063.60**	568	6519	4,260.00	16,297.50	20,557.50	**59,621.10**			

EXHIBIT A - PAD MOUNTED TRANSFORMER BID EVALUATION June 15, 2016

Transformer Bid Evaluation **Bid Opening:** June 15, 2016

Padmount

Tax (factor):	1.08
No Load Loss $/watt:	3.75
Load Loss $/watt:	1.25

Primary Windings: Three-Phase, 12000 Volt, 60Hz, Delta Connected
Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz

Anixter Inc.	14,789.00	29,578.00	**31,944.24**	1187	7048	8,902.50	17,620.00	26,522.50	**58,466.74**			
Pacific Utilities (ABB, Inc.)	16,100.00	32,200.00	**34,776.00**	1245	5966	9,337.50	14,915.00	24,252.50	**59,028.50**	8-10	28	2.000
HEES	14,133.00	28,266.00	**30,527.28**	1165	7198	8,737.50	17,995.00	26,732.50	**57,259.78**	8-10	24	1.800
Central Moloney	20,372.00	40,744.00	**44,003.52**	1101	6733	8,257.50	16,832.50	25,090.00	**69,093.52**	8	26	1.990

AGENDA ITEM **C-06**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Kofu Park Americans with Disabilities Act Improvements Project to A. M. Stephens Construction Company, Inc., of Lodi ($92,050)

MEETING DATE: July 6, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Kofu Park Americans with Disabilities Act Improvements Project to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of $92,050.

BACKGROUND INFORMATION: Kofu Park is located on 1145 South Ham Lane. The park facility consists of a baseball field, skate park, tennis courts, and a concession building which also includes a public multipurpose room and restrooms (Exhibit A). The existing concrete ramps and sidewalk leading to the concession building are not currently compliant with the Americans with Disabilities Act (ADA).

This project consists of removing and replacing the non ADA-compliant ramps and sidewalk, installing one ADA-compliant parking stall with appropriate signage and striping, and other incidental and related work, all as shown on the plans and specifications for the above project.

These improvements for Kofu Park are part of the City-wide ADA Transition Plan (February 2011). The improvements will improve ADA access to the park facilities.

Plans and specifications for this project were approved on April 6, 2016. The City received the following, single bid for this project on May 4, 2016.

Bidder	Location		Bid
Engineer's Estimate		$	68,055.00
A.M. Stephens Const. Co., Inc.	Lodi	$	92,050.00

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: This project is funded by Community Development Block Grant (CDBG).

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Charles E. Swimley, Jr.
Public Works Director

Prepared by Dorothy Kam, Assistant Traffic Engineer
CES/DK/tdb
Attachments

cc: Interim City Engineer/Deputy Public Works Director
Neighborhood Services Manager/LodiGRIP Program Manager

APPROVED: _____
Stephen Schwabauer, City Manager

EXHIBIT A

Kofu Park ADA Improvements

Location Map

N
W E
S

User: dkam

Path: G:\ESRI Maps\Traffic\Exhibits\Kofu CPSA - Exhibit A.mxd

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

W I T N E S S E T H:

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

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

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

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

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

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

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the

general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

Perform the work necessary to provide all labor, materials and equipment to remove existing ramps, concrete sidewalk, signage and striping. The Contractor shall also provide all labor, materials and equipment to install one sewer clean out box and cover, concrete sidewalk, parking bumpers, two accessible ramps with handrails, one curb ramp, and associated signage and striping and other incidental and related work, all as shown on the plans and specifications for "Kofu Park – West Parking Lot ADA Improvements".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing	LS	1	$21,784.00	$21,784.00
2.	Pavement Repair	SF	300	$20.00	$6,000.00
3.	Misc. Concrete Subgrade Compaction	SF	2,350	$5.00	$11,750.00
4.	Concrete Parking Stall	SF	350	$12.80	$4,480.00
5.	Concrete Sidewalk	SF	2,000	$16.30	$32,600.00
6.	Concrete Ramps	LS	1	$2,925.00	$2,925.00
7.	Hand Rails	LF	130	$67.00	$8,710.00
8.	Traffic Stripes and Markings	LS	1	$1,200.00	$1,200.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
9.	Signage	LS	1	$250.00	$250.00
10.	Install Truncated Dome Panel	SF	45	$45.00	$2,025.00
11.	Install 2" Schedule 40 PVC Drain Pipe	LF	14	$29.00	$406.00
12.	Install Sewer Clean Out Cover and Box	EA	1	$250.00	$250.00
13.	Install Parking Bumper	EA	2	$60.00	$120.00
				TOTAL	$92,500.00

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **25 WORKING DAYS**.

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

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

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

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

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

CONTRACTOR:

_____

By:_____

_____
Title

(CORPORATE SEAL)

CITY OF LODI, a municipal corporation

By:_____
STEPHEN SCHWABAUER
City Manager

Date:_____

Attest:

_____
JENNIFER M. FERRAIOLO
City Clerk

Approved As To Form:

_____
JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING BID FOR KOFU PARK AMERICANS
WITH DISABILITIES ACT IMPROVEMENTS
PROJECT TO A. M. STEPHENS CONSTRUCTION
COMPANY, INC., OF LODI

==========

WHEREAS, this project consists of removing and replacing the non ADA-compliant ramps and sidewalk, installing one ADA-compliant parking stall with appropriate signage, and striping, and other incidental and related work, all as shown on the plans and specifications for the above project; and

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 4, 2016, at 11:00 a.m., for the Kofu Park Americans with Disabilities Act Improvements Project, described in the plans and specifications therefore approved by the City Council on April 6,2016; and

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

Bidder	**Location**	**Bid**
Engineer's Estimate		$68,055.00
A.M. Stephens Const. Co., Inc.	Lodi	$92,050.00

WHEREAS, staff recommends awarding the bid for Kofu Park Americans with Disabilities Act Improvements Project to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of $92,050.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for Kofu Park Americans with Disabilities Act Improvements Project to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of $92,050; and

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

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-07

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Blakely Park Restroom Demolition to Jim Thorpe Oil Inc., of Lodi ($23,924)

MEETING DATE: July 6, 2016

PREPARED BY: Parks, Recreation and Cultural Services Director

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RECOMMENDED ACTION: Adopt resolution awarding contract for Blakely Park restroom demolition to Jim Thorpe Oil, Inc., of Lodi in the amount of $23,924.

BACKGROUND INFORMATION: The Blakely Park restroom was built in 1963 and remodeled in 1992. The restroom has been out of service to the public since 2004 due to repeated vandalism.

Work consists of providing all labor, materials and equipment to demolish and off-haul the existing 600-square-foot restroom structure. Demolition materials may include but are not limited to concrete foundation and footings, CMU block and brick masonry interior and exterior walls, timbers, roof decking, plywood, asphalt shingles, tile, stainless steel restroom fixtures, lighting fixtures, plumbing, miscellaneous metals and other items within the existing structure. The contractor will also be responsible for disconnecting the existing water, sewer and electrical services.

Plans and specifications for this project were approved on April 6, 2016. The City received two bids for this project on June 1.

Bidder	Location	Bid
Engineer's estimate		$24,831.25
Jim Thorpe Oil	Lodi	$23,924.00*
A.M. Stephens	Lodi	$32,565.00

*Corrected figures

Staff recommends awarding the demolition contract to the lowest bidder, Jim Thorpe Oil, Inc., in the amount of $23,924.

FISCAL IMPACT: Demolishing this restroom reduces the City's exposure to potential liability claims and emergency response costs.

FUNDING AVAILABLE: Community Development Block Grant funds (35000000.56304), $23,924.

_____
Jordan Ayers, Deputy City Manager/Internal Services Director

_____
Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

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 JIM THORPE OIL, INC., herein referred to as the "Contractor."

W I T N E S S E T H :

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

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

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

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

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

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

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the

general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

Perform the work necessary providing all labor, materials and equipment to demolish and off haul the existing 600 square foot restroom structure. Demolition materials may include, but not limited to; concrete foundation and footings, CMU block and brick masonry interior and exterior walls, timbers, roof decking, plywood, asphalt shingles, tile, stainless steel restroom fixtures, lighting fixtures, plumbing, miscellaneous metals and other items within the existing structure. The Contractor will also be responsible for disconnecting the existing water, sewer and electrical service utilities, and other incidental and related work, all as shown on the plans and specifications for the above project. "Blakely Park – Restroom Demolition, 1050 S. Stockton Street".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Furnish, Install and Maintain 6 Foot Temp Fencing with Portable Foot Bases	LF	295	$3.39	$1,000.05
2.	Furnish All Labor, Materials and Equipment to Saw Cut Existing Concrete Surfaces	LF	18	$27.80	$500.40
3.	Furnish All Labor, Materials and Equipment to Disconnect Water, Sewer and Electrical Utilities	LS			$1,500

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
4.	Furnish All Labor, Materials and Equipment to Demolish and Off Haul Existing 600 Square Foot Restroom Structure and Concrete Material	LS			$14,923.55
5.	Furnish All Labor, Materials and Equipment to Place and Compact Imported Clean Sandy Loam to Match Adjacent Existing Turf Grades	LS			$6,000
				TOTAL BID	$23,924.00

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

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

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

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

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

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

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

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

CONTRACTOR:	CITY OF LODI
_____	By:_____ Stephen Schwabauer City Manager
By:_____	Date:_____
	Attest
_____ Title	
	_____ City Clerk
(CORPORATE SEAL)	Approved As To Form
	_____ Janice D. Magdich City Attorney

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING BID FOR BLAKELY PARK
RESTROOM DEMOLITION TO JIM THORPE
OIL INC., OF LODI ($23,924)

==========

WHEREAS, the Blakely Park restroom was built in 1963, remodeled in 1992, and has been out of service to the public since 2004 due to repeated vandalism; and

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 June 1, 2016, at 11:00 a.m., for the Blakely Park Restroom Demolition project, described in the plans and specifications therefore approved by the City Council on April 6,2016; and

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

Bidder	**Location**	**Bid Amount**
Engineer's estimate		$24,831.25
Jim Thorpe Oil	Lodi	$23,924.00*****
A.M. Stephens	Lodi	$32,565.00

***Corrected addition**

WHEREAS, staff recommends awarding the bid for Blakely Park Restroom Demolition project to the low bidder, Jim Thorpe Oil Inc., of Lodi, in the amount of $23,924.00.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for Blakely Park restroom demolition project to Jim Thorpe Oil Inc., of Lodi; and

BE IT FURTHER RESOLVED, that the Lodi City Council hereby authorizes the City Manager to execute the contract on behalf of the City of Lodi.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016- was passed and adopted by the City Council of the City of Lodi in a special meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM **C-08**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Michael David Winery Force Main Project

MEETING DATE: July 6, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Michael David Winery Force Main Project.

BACKGROUND INFORMATION: On November 19, 2014, Council authorized the City Manager to execute a Winery Waste Water Pipeline Agreement (Agreement), as reflected in Exhibit A, with the Michael David Winery (Winery). The Agreement authorizes the annual discharge of up to 10 million gallons of winery wastewater to the White Slough Water Pollution Control Facility by connecting to the City's industrial waste outfall pipeline. The connection is expected to eliminate up to 1,500 truck trips per year.

This project consisted of trenching and installing approximately two miles of 8-inch force main and other incidental and related work. Pictures of the work are included in Exhibit B, and the overall alignment of the force main is presented in Exhibit C. The work was performed under an encroachment permit from San Joaquin County Public Works Department.

The contract was completed within the contract schedule. The original contract amount was $831,600. The final contract price was $874,832.24. The difference between the contract amount and the final contract price is due to two contract change orders. Both Change Orders No. 1 and No. 2, totaling $43,232.24, included pipe alignment changes due to unforeseen underground utility conflicts and additional field work required by San Joaquin County under the County's encroachment permit.

The Winery paid all costs associated with the planning, designing, environmental review, and construction, and will pay all costs associated with operation and maintenance of the pipeline, including a surcharge of 150 percent for annual sewer service charges for service outside the City limits in accordance with Lodi Municipal Code Section 13.12.150.

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.

Pursuant to the Agreement, the previously executed Michael David Winery Industrial Waste Connection Memorandum of Understanding (MOU) and Amendment No. 1 of the MOU (Exhibit D) will no longer be in force upon the pipeline becoming operational.

APPROVED: _____

Stephen Schwabauer, City Manager

FISCAL IMPACT: All associated maintenance cost of the pipeline and structures will be reimbursed by Michael David Winery per the Agreement.

FUNDING AVAILABLE: Wastewater Capital (53199000)

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang, City Engineer
CS/LC/tdb
Attachments

Cc: Utility Manager
City Attorney
Public Works Management Analyst
Vinciguerra Construction
Michael David Winery

Exhibit A

WINERY WASTE WATER PIPELINE AGREEMENT

This Agreement is entered into this 26th day of January 2015 (the "Effective Date"), between Phillips Farms, LLC dba Michael David Winery ("Winery") and the CITY OF LODI ("City"), a municipal corporation, organized and existing under the laws of the State of California.

Recitals

This Agreement is predicated on the following findings:

A. Winery is the owner of a Wine Production Facility located at 4580 W. Highway 12, Lodi, California, APNs 055-160-29, 41, 50 and 51, which is outside the corporate limits of City.

B. City is a municipal corporation that owns and operates the City of Lodi White Slough Water Pollution Control Facility ("Treatment Plant").

C. As more fully detailed in Ordinance No. 1764, the City, through its General Plan is committed to encouraging agricultural uses in the area surrounding the City and discouraging urban uses. Providing industrial sewer services to wineries encourages agricultural uses by making them more economical.

D. Pursuant to a March 15, 2006 agreement, Winery trucks waste water to the Treatment Plant. The 2006 agreement and subsequent amendments enable Winery to send up to 1.5 million gallons per year of industrial waste water per year, to the Treatment Plant.

E. Winery's land use approvals allow it to expand to its winery production operations. With this expansion, Winery will produce up to 10 million gallons per year of waste water related to the production of wine. Winery needs to dispose of this waste water.

F. City is willing to accept up to 10 million gallons per year of waste water from Winery, pursuant to the terms of this Agreement, if the waste water can be delivered to the City's Treatment Plant through a Pipeline, rather than through more trucks which have related traffic and pollution impacts.

G. The proposed Pipeline will be located in existing San Joaquin County rights of way between the Winery property and the Treatment Plant. San Joaquin County requires City own the Pipeline and obtain a County encroachment permit for the Pipeline.

H. City and Winery entered into a Reimbursement Agreement dated January 7, 2014 to facilitate the permitting and environmental review of a possible Pipeline from the Winery to the City's Industrial Waste Outfall pipeline. Winery also engaged Kjeldsen Sinnock Neudeck, Inc., an engineering firm, to provide a design and cost estimate for the proposed Pipeline, attached hereto collectively as Attachment 1 and incorporated herein.

I. The parties now desire to enter into this Agreement to (1) provide for the financing, permitting and construction of the Pipeline, and (2) enable Winery to deliver up to 10 million gallons per year of Winery waste water to the City's Treatment Plant through the Pipeline.

For valuable consideration, including the mutual obligations set forth herein, the parties agree as follows:

AGREEMENT

1. Definitions. Unless otherwise defined in this Agreement, all capitalized terms will have the definitions ascribed to them in Lodi Municipal Code Section 13.12.020.

   a. "Pipeline" means the industrial waste water pipeline depicted on Exhibit A that will be used to deliver the Winery's waste water to the City's White Slough Water Pollution Control Facility.

   b. "Winery waste water" means the industrial waste water generated as part of the Winery's wine making and barrel facility operations and shall not include any sanitary waste.

   c. "Excess Capacity" in the Pipeline refers to space available in the Pipeline from time to time that is not being used by the Winery. Excess Capacity may be in varying amounts and in varying durations depending on Winery's production of Winery waste water.

   d. "Treatment Plant" means the City of Lodi White Slough Water Pollution Control Facility.

   e. "Downtown Lodi" means the area bordered by Church Street, Lodi Avenue, Union Pacific Railroad and Lockeford Street.

2. Design, Permitting and Construction of Pipeline

   a. The City shall construct and own the Pipeline in accordance with the design plans and cost estimate collectively attached hereto as Attachment 1. The Pipeline shall be sized to accommodate up to 10 million gallons per year of Winery waste water.

   b. The Pipeline will be located within an existing San Joaquin County ("County") road right-of-way as shown on Exhibit A. The City will obtain any necessary encroachment permit from the County to locate the Pipeline in the County road right-of-way, as well as any other regulatory approvals required to construct and operate the Pipeline.

   c. The City will conduct any necessary environmental review for the Pipeline, including any review required under the California Environmental Quality Act ("CEQA"). The City will be the lead agency for any required CEQA review.

   d. Winery shall reimburse City for all costs related to (1) planning, design and construction of the Pipeline, (2) all necessary permits for the construction of the Pipeline, and (3) environmental review costs associated with the Pipeline, as set forth in section 4 below.

3. Construction Bids and Change Orders. The City will solicit bids from the public for the construction of the Pipeline in accordance with the design attached hereto as Exhibit A. The

City will provide Winery with copies of all accepted bids and provide Winery with the opportunity to comment on the bids. The City will award the contract for the construction of the Pipeline to the lowest responsible bidder that is responsive to the solicitation for bids. City shall instruct bidders that owners of properties abutting the Pipeline must be advised of the construction no later than 30-days prior to the commencement of construction and insure that construction activities do not adversely impact farming operations on properties abutting the Pipeline.

The construction contract for the Pipeline shall include a change order process for approval of any expenses beyond the original approved bid. All requested change orders shall be reviewed with Winery for comment prior to approval. City shall ensure that all contractors and subcontractors are properly insured and name Winery as an additional insured under all policies related to construction of the Pipeline.

4. Cost Reimbursement. Winery shall reimburse City for the following costs related to the Pipeline, all within 30 days of invoice from City to Winery:

   a. Permits Costs: Costs incurred by City to obtain permits for the construction of the Pipeline.

   b. LAFCO Costs: Costs incurred by the City to apply for and obtain the approval of LAFCO, as needed, for this Agreement.

   c. Staff Costs: City staff time spent on the Pipeline project will be reimbursed pursuant to a Reimbursement Agreement, the form of which is attached hereto as Attachment 2, at City's actual cost as set forth in the then current City Charge Rate Schedule.

   d. Environmental Mitigation and Review Costs: Costs incurred by City to perform any environmental review and environmental mitigation required for the Pipeline and any fees incurred relating to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan.

   e. Storm Water Pollution Prevention Program costs: Costs incurred by City to develop and implement a Storm Water Pollution Prevention Program for the Pipeline, if necessary.

   f. Construction Costs: Costs incurred by City for construction of the Pipeline, provided such costs are incurred in accordance with the process set forth in Section 3.

   g. Inspection Fees and Costs. Inspection costs as provided in the Reimbursement Agreement (Attachment 2).

5. Winery Cancellation. Winery may cancel this Agreement at any time and for any reason prior to construction of the Pipeline provided Winery reimburses City for any costs incurred by City related to this Agreement.

6. Operation of Pipeline. City shall operate the Pipeline and be responsible for all operational expenses.

7. Maintenance of Pipeline.

   a. Cost. City shall maintain the Pipeline in good working order. Winery shall reimburse City for all maintenance expenses related to the Pipeline. Upon completion of construction of the Pipeline, Winery shall deposit $5,000.00 with City, which City shall hold in a separate account for the purpose of maintenance of the Pipeline. City shall notify Winery whenever the balance of the account is less than $2,500.00. Upon notification, Winery shall deposit additional sums with the City to replenish the maintenance account to maintain a $5,000.00 balance.

   b. Inoperable Conditions. If the Pipeline fails, becomes inoperable or any other condition occurs that makes it impossible for Winery to deliver its Winery Waste Water to the City Treatment Plant in accordance with this Agreement, Winery may temporarily truck Winery Waste Water to the Treatment Plant until the Pipeline is operational.

   c. Replacement. Winery assumes all responsibility for the cost of replacing the Pipeline. If, during the term of this Agreement, all or any portion of the Pipeline fails due to a cause (1) covered by City's insurance and/ or (2) due to the City's failure to fulfill its maintenance obligations under Paragraph 7(a), City shall be obligated to replace the applicable portion of the Pipeline at City's cost. If, during the term of this Agreement, all or any portion of the Pipeline fails due to any other cause, Winery shall have the option to either fund the replacement cost necessary to make the Pipeline functional or terminate this Agreement. Winery shall make its election within 90 days of notification by City that the Pipeline has failed.

8. Terms of Connection. Winery's delivery of Winery waste water pursuant to the Agreement is subject to the following terms:

   a. Permit: City has issued Winery an Industrial System Discharge Permit. Once the Pipeline is operational, Winery will obtain an amended permit subject to City's standard requirements and consistent with the terms of this Agreement. Winery shall comply with the terms of the Industrial System Discharge Permit which will include but not be limited to limitations on maximum flow, BOD, ph, TDS and suspected solid concentrations and prohibitions on discharge of hazardous waste in conformance with the City's then current NPDES permit.

   b. Volume: Winery Waste Water delivered to the Treatment Plant shall not exceed 10 million gallons per calendar year.

   c. Annual Service Charge: Winery will pay 150% of City's standard Industrial System Sewer Service Charge for discharge into the City's Industrial Waste System, at such rates as are properly established by the City from time to time. For 2012-13 the City's standard charge was $3,761.20 per million gallons of flow plus $27.02 per 1000 pounds of BOD. BOD levels will be measured from samples taken at the Winery pump station before it is discharged into the Pipeline.

d. One-time Flow Based Capacity Charges: Winery has already paid City one-time flow based capacity charges for 1.5 million gallons of Winery Waste Water. For each additional million gallons of Winery Waste Water to be delivered annually, Winery shall pay City an additional one-time flow based capacity charge as such charges are properly established by the City from time to time. For 2014, the City's flow based capacity charge is $7,553.00 per million gallons delivered annually.

e. One-time Load Based Capacity Charges: Winery has already paid City one-time load based capacity charges for 1.5 million gallons of Winery Waste Water. For each additional million gallons of Winery Waste Water to be delivered annually, Winery shall pay City an additional one-time load based capacity charge as such charges are properly established by the City from time to time. For 2014, the City's load based capacity charge is $159.00 per 1,000 pounds of BOD. The capacity charge will be based on BOD levels of no more than 8170 milligrams per liter (the level currently permitted).

f. Tasting Room: Winery shall open and operate a tasting room in Downtown Lodi during the entire term of this Agreement and meet the following requirements:

   i. The tasting room must be established and open for business at the time this Agreement takes effect and remain open for the duration of this Agreement.

   ii. The tasting room shall be at least 500 square feet and have wine available for tasting and sale, wine related merchandise for sale and be open a minimum of 40 hours per week, including Saturday and Sunday.

   If the tasting room closes for reasons beyond the control of Winery, this Section f and the requirement for Winery to have a tasting room in Downtown Lodi shall terminate.

g. This Agreement cannot be assigned and is only for the use of Winery.

9. <u>Abandonment</u>:

   a. Cost to Abandon: Winery shall reimburse the City for all costs of abandoning the Pipeline if (1) the Pipeline reaches the end of its useful life, or (2) Winery elects to abandon the Pipeline and City has no other use for the Pipeline. If City elects to abandon the Pipeline without the agreement or consent of Winery, City shall be responsible for the costs of abandonment.

   b. Method for Reimbursement: If Winery is responsible for abandonment costs, City will provide Winery with a written estimate of the cost to abandon. Winery will deposit the estimated sum with the City within 60 days of receiving the estimate. The City will bill all costs against the deposit. In the event the deposit is exceeded, Winery shall pay the difference to the City within 60 days of notice. Any excess

payment will be refunded to Winery within 30 days of City's acceptance of the abandonment.

c. Security: The Winery's obligation to pay for abandonment costs in accordance with this Agreement shall be secured by a Memorandum of Agreement recorded against the Winery property in the form attached as Attachment 3.

10. Excess Capacity. During the term of this Agreement, Winery shall be entitled to all of the Capacity in the Pipeline. If Winery determines that there is Excess Capacity available in the Pipeline that is not needed by Winery during a given period of time, Winery, in its sole and absolute discretion, may reach an agreement with a Third Party to allow the Third Party to use the Excess Capacity, provided the Third Party also reaches an Agreement with the City for use of the Pipeline and delivery of industrial waste water to City's Treatment Plant. Winery may condition its approval of Third Party use of the Pipeline on Third Party contribution to the capital, operation and maintenance costs, or other costs associated with the Pipeline.

11. Term. The initial term of this Agreement shall be twenty (20) years beginning on the date the City certifies that the Pipeline is operational. The term shall automatically renew for two additional successive twenty (20) year terms unless Winery provides written notice of an intent not to renew six (6) months before the end of a given term.

12. Relationship of Parties.

a. Winery is an independent entity and not the agent of the City, and nothing herein shall be construed to the contrary.

b. City and Winery agree that nothing contained herein or in any document executed in connection herewith shall be construed as making Winery and the City joint venturers or partners.

c. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based on any provision in this Agreement.

13. No Entitlements Granted. Nothing in this Agreement provides Winery with any right to secure approval of any connection or other entitlement other than the rights set forth in this Agreement. In addition, Winery agrees that it will have no rights to select the Environmental Review Consultant, if one is required; or direct the work, response times, recommendations or approvals of the Consultant.

14. Notices. All notices required or provided for under this Agreement must be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Winery and its representative and Winery's successors and assigns. Notice is effective on the date it is delivered in person, or the date when the

postal authorities indicate the mailing was delivered to the address of the receiving party indicated below:

Notice to City: City of Lodi
City Manager
221 W. Pine Street
Lodi, CA 95240

Notice to Winery: Phillips Farms, LLC
dba Michael David Winery
4580 West Highway 12
Lodi, CA 95242

With a copy to: Jennifer Spaletta, Esq.
Spaletta Law PC
Post Office Box 2660
Lodi, CA 95241

15. Indemnification, Defense and Hold Harmless.

    a. Winery agrees to and will indemnify, defend and hold the City, its council members, officers, agents, employees and representatives harmless from liability for damage or claims of damage, for personal injury, including death, and claims for property damage which may arise from construction or operation of the Pipeline, except as provided in subsection (b).

    b. Winery's obligation under this section to indemnify, defend and hold harmless the City, its council members, officers, agents employees, and representatives shall not extend to liability for damage or claims for damage arising out of the sole negligence or willful act of the City, its council members, officers, agents, employees or representatives. In addition, Winery's obligation shall not extend to any award of punitive damages against the City resulting from the conduct of the City, its council members, officers, agents, employees or representatives.

    c. With respect to any action challenging the validity of this Agreement or any environmental, financial or other documentation related to approval of this Agreement, Winery further agrees to defend, indemnify, hold harmless, pay all damages, costs and fees, if any incurred to either the City or plaintiff(s) filing such an action should a court award plaintiff(s) damages, costs, and fees, and to provide a defense for the City, its council members, officers, agents, employees or representatives, in any such action.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

17. Effect of Prior Agreements. Once the Pipeline is constructed and operational such that Winery can deliver its waste water to the Treatment Plant in accordance with this

Agreement, the prior Agreement dated October 18, 2006 between Winery and City shall be of no further force and effect. Until that time, the October 18, 2006 Agreement is deemed amended to allow Winery to deliver via trucks up to 1.5 million gallons per year of Winery Waste Water to the Treatment Plant.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first written above.

CITY OF LODI, a municipal corporation

By _____
Stephen Schwabauer
City Manager

Attest:

Jennifer M. Robison
City Clerk

APPROVED AS TO FORM:

Janice D. Magdich,
City Attorney

Jennifer Spaletta
Attorney for Phillips Farms, LLC
dba Michael David Winery

PHILLIPS FARMS, LLC

dba MICHAEL DAVID WINERY

By _____
Michael Phillips
CEO

By _____
David Phillips
President

Exhibit B

Michael David Winery Pipeline Project

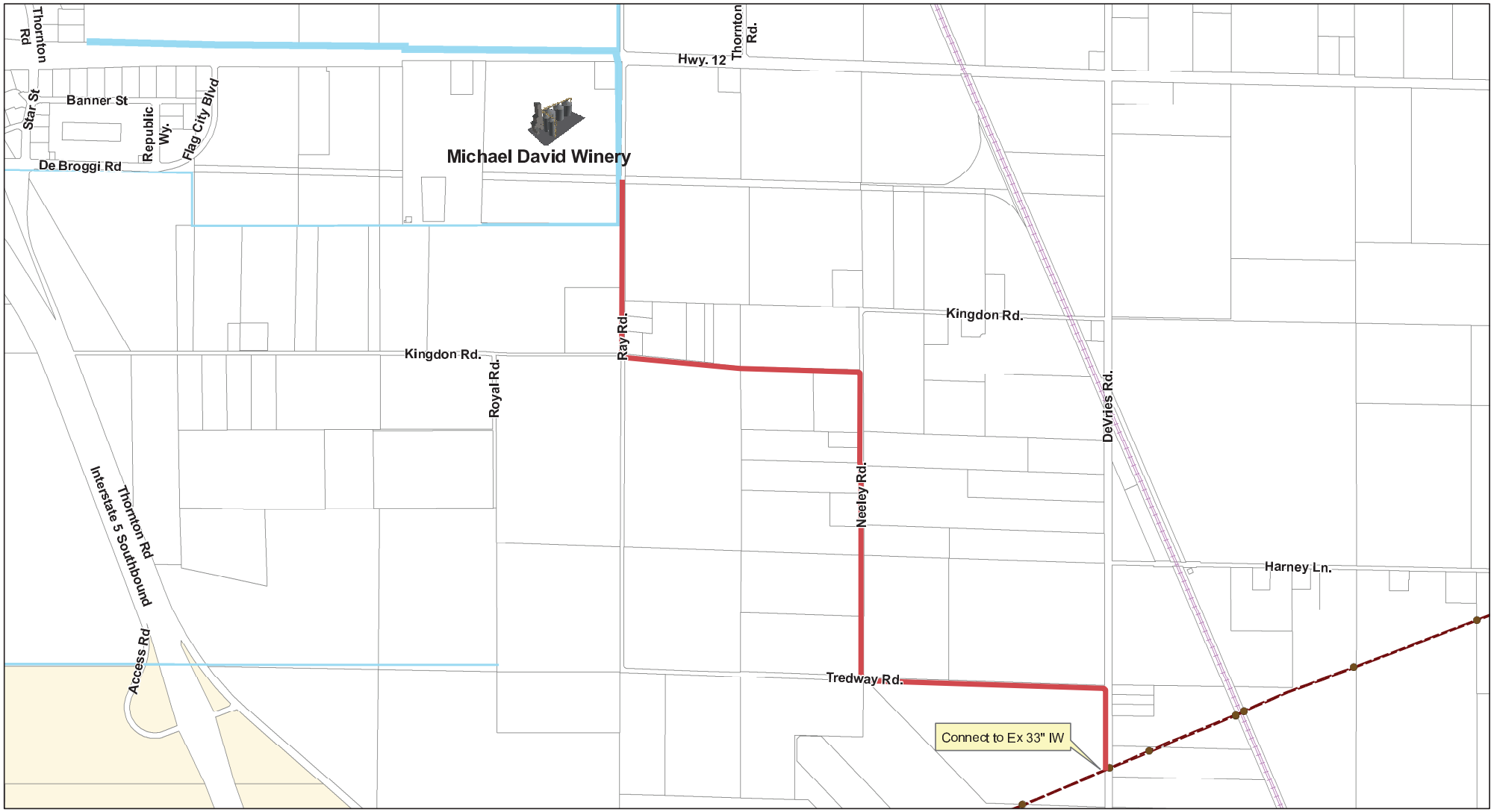
Pipeline layout prior to installation/burial

Forcemain access vault installation

Road resurfacing work

Pipeline installation after backfill

Exhibit C



Legend

- Proposed Washwater Force Main
- Ex Wastewater Pipe

CITY OF LODI
Winery Washwater Pipeline Project

0 0.125 0.25 0.5 0.75 1 Miles

Path: K:\DESIGN\Projects\Michael David Winery\Base_Map.mxd

Exhibit D

Michael/David Winery
Industrial Waste Connection Memorandum of Understanding

THIS AGREEMENT is entered into this 18th day of October 2006, (the "Effective Date"), between MICHAEL/DAVID WINERY, LLC (" Winery") and the CITY OF LODI, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS

This Agreement is predicated upon the following findings:

A. Winery is the owner of a Wine Production Facility located at 4580 W. Highway 12, San Joaquin County, California which is outside the corporate limits of the City of Lodi. Winery intends to submit an application to truck in their Industrial effluent to the City's Industrial Waste Water Treatment Plant. ("Project")

B. As more fully detailed in Ordinance No. 1764, the City, through its general plan is committed to encouraging agricultural uses in the area surrounding the City and discouraging urban uses. Providing industrial sewer service to wineries encourages agricultural uses by making them more economical.

NOW THEREFORE, the parties agree as follows:

1. Definitions. Unless otherwise defined in this agreement, all capitalized terms will have the definitions ascribed to them in Lodi Municipal Code Section 13.12.020.

   a. "Downtown Lodi" means the area bordered by Church Street, Lodi Avenue, Union Pacific Railroad and Lockeford Street.

2. Terms of Connection. Any delivery of trucked effluent permitted pursuant to the Agreement shall be subject to the following minimum terms:

   a. Permit: Winery shall comply with the terms of the Industrial System Discharge Permit to be issued by the City which will include but not be limited to limitations on maximum flow, BOD, ph, TDS and suspended solid concentrations and prohibitions on discharge of hazardous waste in conformance with the City's NPDES Permit. Winery will only be allowed to dispose of Industrial Waste water. No sanitary waste will be delivered to the City's Industrial Waste Water Treatment Plant.

   b. Volume: The volume of trucked effluent shall not exceed 525,000 gallons between September 1 and May 31.

   c. Rate/Surcharge: Winery's charge for trucked effluent will be as established by the City for Industrial Waste system customers plus a 50% surcharge at the current rates. Current annual charge based on 700,000 gallons with a BOD of 8,170 mg/L is $3,008.00 including the surcharge.

d. Capacity Charge: Winery shall pay a one-time capacity charge of $16,492.00 upon delivery of the first load of trucked effluent. Additional one time capacity charges at the current City rates will apply for each increment of effluent over 700,000 gallons.

e. Downtown Tasting Room: Winery shall open and operate a tasting room in Downtown Lodi during the entire term of its trucked effluent disposal agreement with the City. The tasting room shall be operated within the following minimum requirements:

i) The wine tasting room must be established and open for business before delivery of trucked effluent.

ii) The tasting room shall be at least 500 square feet and have wine available for tasting and sale, wine related merchandise for sale and be open a minimum of 40 hours per week, including Saturday and Sunday.

iii) If Downtown Tasting Room closes, this Agreement will terminate and the City will not consider a new agreement to treat winery's effluent for 12 months from the closure date.

f. The agreement cannot be assigned and is only for the use of Winery.

3. Binding Effect of Agreement. Winery's obligations under paragraph two of this Agreement will only be triggered if all approvals necessary to secure that the trucked effluent disposal agreement is secured.

4. Reimbursement. Winery shall reimburse the City for all costs incurred by the City in connection with the Project. The City will provide Winery with an estimate of these costs in advance of delivery of trucked effluent. Winery shall deposit the estimate with the City within 30 days of receiving the estimate. City will bill all costs against the deposit. In the event the deposit is exceeded, Winery shall pay the difference to the City within 30 days of notice. Any excess will be refunded to Winery within 30 days.

5. Delivery. Winery shall be solely responsible for delivering the trucked effluent to Lodi's Industrial Waste Water Treatment Plant.

6. Relationship of Parties.

a. It is understood that the contractual relationship between the City and Winery is such that Winery is an independent contractor and not the agent of the City; and nothing herein shall be construed to the contrary.

b. City and Winery agree that nothing contained herein or in any document executed in connection herewith shall be construed as making Winery and City joint venturers or partners.

c. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

7. No Entitlements Granted. Nothing in this Agreement shall provide Winery with any right to secure approval of any connection or other entitlement. In addition, Winery agrees that it will have no rights to: select the Environmental Review Consultant, if one is required; or direct the work, response times, recommendations or approvals of the Consultant.

8. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Winery and its representative and Winery's successors and assigns. Notice shall be effective on the date it is delivered in person, or the date when the postal authorities indicate the mailing was delivered to the address of the receiving party indicated below:

Notice to City: City of Lodi
City Manager
221 W. Pine Street
Lodi, CA 95240

Notice to Winery: Michael/David Winery, LLC
4580 West Highway 12
Lodi, CA 95242

9. Indemnification, Defense and Hold Harmless.

a. Winery agrees to and shall indemnify, defend and hold the City, its council members, officers, agents, employees and representatives harmless from liability for damage or claims of damage, for personal injury, including death, and claims for property damage which may arise from this agreement.

b. Winery's obligation under this section to indemnify, defend and hold harmless the City, its council members, officers, agents employees, and representatives shall not extend to liability for damage or claims for damage arising out of the sole negligence or willful act of the City, its council members, officers, agents, employees or representatives. In addition, Winery's obligation shall not extend to any award of punitive damages against the City resulting from the conduct of the City, its council members, officers, agents, employees or representatives.

c. With respect to any action challenging the validity of this Agreement or any environmental, financial or other documentation related to approval of this Agreement, Winery further agrees to defend, indemnify, hold harmless, pay all damages, costs and fees, if any incurred to either the City or plaintiff (s) filing such an action should a court award plaintiff(s)

damages, costs and fees, and to provide a defense for the City in any such action.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first above written.

CITY OF LODI, a municipal corporation

BLAIR KING
City Manager

ATTEST:

Jennifer M Perrin
for SUSAN J. BLACKSTON
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney

MICHAEL/DAVID WINERY, LLC

By: David J. Phillips
Its: President

AMENDMENT NO. 1

Michael/David Winery, LLC
Industrial Waste Connection Memorandum of Understanding

THIS AMENDMENT NO. 1 TO INDUSTRIAL WASTE CONNECTION MEMORANDUM OF UNDERSTANDING, is made and entered this 28 day of February, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MICHAEL/DAVID WINERY, LLC (hereinafter "WINERY").

WITNESSETH:

1. WHEREAS, WINERY and CITY entered into an Industrial Waste Connection Memorandum of Understanding (MOU) on October 18, 2006, as set forth in Exhibit A (attached).

2. WHEREAS, WINERY requested to amend said MOU to delete the time of year restriction in paragraph 2b of the MOU.

3. WHEREAS, WINERY agrees to pay treatment charges plus a 50 percent surcharge at the current rates for industrial customers based upon an annual BOD of 3,800 mg/L and a volume of 1,500,000 gallons in the amount of $8,950.16 per year as specified in paragraph 2c of the MOU.

4. Whereas, WINERY requests to increase industrial treatment capacity to 1,500,000 gallons per year and to pay capacity charges in the amount of $13,725.15 per year as provided for in paragraph 2c of the MOU.

5. WHEREAS, CITY agrees to the foregoing amendments to the MOU.

NOW, THEREFORE, the parties agree to amend the Industrial Waste Connection Memorandum of Understanding as set forth above.

IN WITNESS WHEREOF, CITY and WINERY have executed this Amendment No. 1 on March 3, 2014 (Feb 28)

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

By: _____
D. STEPHEN SCHWABAUER
Interim City Manager

Attest:

_____
RANDI JOHL-OLSON, City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
Interim ~~Deputy City~~ Attorney

MICHAEL/DAVID WINERY, LLC
Hereinabove called "WINERY"

By: _____
CEO

FAX
3336807

AGENDA ITEM C-09

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreement with Lodi Unified School District for Two School Resource Officers ($301,410)

MEETING DATE: July 6, 2016

PREPARED BY: Police Chief

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute agreement with Lodi Unified School District for two school resource officers ($301,410).

BACKGROUND INFORMATION: The Lodi Police Department, in a joint agreement with the Lodi Unified School District (LUSD), places four School Resource Officers for the elementary, middle and high schools within the City limits.

Because of the mutual benefits of this program, LUSD agrees to compensate the City of Lodi $301,410 annually for two SRO positions to be located at Lodi and Tokay high schools. In addition, the district will continue to provide office space, including furniture and general office supplies, for one SRO at Lodi High and one SRO at Tokay High.

FISCAL IMPACT: Adopting the resolution allows the Police Department to receive funding for two officer positions that otherwise would come from the General Fund.

FUNDING AVAILABLE: 10032000.71001 Police Operations

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Tod Patterson
Police Chief

Prepared by: Paula O'Keefe, Management Analyst

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR CONTRACTED POLICE SERVICES

Lodi Unified School District and Lodi Police Department
July 1, 2016

This Agreement is between the Lodi Unified School District of San Joaquin County, CA, hereinafter called the "DISTRICT" and the City of Lodi, a municipal corporation, located in San Joaquin County, CA, hereinafter called "CONTRACTOR."

The DISTRICT and CONTRACTOR are entering into this Agreement for the purpose of jointly sponsoring four (4) resource Police Officers to the elementary and secondary schools within the City limits of the City of Lodi, CA.

CONTRACTOR Agrees:

- Provide four (4) full-time Police Officers to serve as resource officers to the Lodi Unified School District
  As resource officers, duties will include:

  1. Patrol elementary and secondary schools within the City limits of the City of Lodi;
  2. Coordinate with Lodi Unified School District staff selected programs for students as defined by DISTRICT authorized curriculum on a limited basis; and
  3. Participate on the DISTRICT'S Drug Advisory Committee.

DISTRICT Agrees:

- Based on today's dollars, the CONTRACTOR will be compensated, an amount not to exceed $25,117.50 per month or $301,410 per year, for the equivalent of two (2), school resource officers.

- Provide office space for one school resource officer at Lodi High and one school resource officer at Tokay High. To include a telephone, desk, chair, and normal office supplies. Costs for maintaining computer links for local, state, and federal resources will be at the CONTRACTOR's expense.

Methods of compensation of DISTRICT to CONTRACTOR will be mutually agreed upon in writing by the parties.

The resource officers shall be employees of the CONTRACTOR at all times, and this Agreement may not be construed to imply otherwise.

Each party shall hold the other harmless from any claim arising from the implementation of the agreement to the extent of the indemnifying party's responsibility for the claim.

This Agreement shall be in effect from July 1, 2016, through June 30, 2017. Modifications to this Agreement may be made as mutually agreed upon in writing by the parties. This Agreement may be terminated by either party upon thirty (30) days written notice.

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail as follows:

To DISTRICT: Lodi Unified School District
1305 E. Vine Street
Lodi, CA 95240
Attn: Marla Weisner

To CONTRACTOR: City of Lodi Police Department
215 W. Elm Street
Lodi, CA 95240
Attn: Paula O'Keefe

The interpretation, validity, and enforcement of this Agreement will governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in San Joaquin County.

Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement.

_____
Stephen Schwabauer, City Manager

Date:_____

Approved as to form:_____
Janice D. Magdich, City Attorney

_____
Jennifer M. Ferraiolo
City Clerk

Approved by: _____

Date of Board Ratification: _____

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
AGREEMENT WITH LODI UNIFIED SCHOOL DISTRICT
FOR SCHOOL RESOURCE OFFICERS

==========

WHEREAS, the Lodi Police Department, in a joint agreement with the Lodi Unified School District (LUSD), annually sponsor four School Resource Officer (SRO) positions for the elementary and secondary schools within City limits; and

WHEREAS, the Lodi Unified School District agrees to compensate the City of Lodi $25,117.50 per month, or $301,410 annually, for two SRO positions; and

WHEREAS, the Lodi Unified School District will continue to provide office space, including furniture and general office supplies for one SRO at Lodi High School, and one SRO at Tokay High School.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Agreement with Lodi Unified School District for School Resource Officers for fiscal year 2016-2017.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-10

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreement with CDW-G of Chicago, IL, to Consolidate PD.LODI.GOV and LODI.GOV Domains ($26,280).

MEETING DATE: July 6, 2016

PREPARED BY: Information Systems Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute agreement with CDW-G of Chicago, IL, to consolidate PD.LODI.GOV and LODI.GOV domains ($26,280).

BACKGROUND INFORMATION: The City of Lodi uses the Microsoft Active Directory services to manage employee emails and computer login authentication. The City currently has two domains for emails and computer login accounts: PD.LODI.GOV and LODI.GOV. In order to take advantage of Tyler Technologies financial system, the two domains must be consolidated into a single domain. Additionally, network management will be simplified by managing a single domain. Once consolidated, staff in the Police Department domain will have access to all of the functionality that Tyler Technologies financial system offers.

Information Systems Division conferred with three consultant firms for support to manage the migration process: Dell Inc., Infiniti Consulting and CDW-G. Two of the three firms refused to assist, stating the project scope did not meet their minimum requirements or they could not meet the project's timeline. In other words, this project was too small for the time investment. CDW-G was the only firm that would accept the project with respect to the small size of Lodi's network domain. Under the Federal Government Services Administration (GSA) contract, CDW-G is allowed to grant discounted services and equipment to the City of Lodi.

FISCAL IMPACT: Nominal reduction in maintenance and registration costs from consolidation of the two domains.

FUNDING AVAILABLE: Information Technology Division (10020400.72499).

_____
Benjamin Buecher
Information Technology Manager

Ja/ja
Attachments
Cc:

_____
Jordan Ayers
Deputy City Manager

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CDW Government, LLC (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 Active Directory Domain Services Domain Consolidation (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 June 20, 2016 and terminates upon the completion of the Scope of Services or on June 19, 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 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.

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 (Intentionally left blank)

Section 4.4 **Limitation of Liability**

Under no circumstances, and notwithstanding the failure of essential purpose of any remedy set forth herein, will CONTRACTOR, its affiliates or its or their suppliers, subcontractors or agents be liable for: any incidental, indirect, special, punitive or consequential damages, including, but not limited to, loss of profits, business, revenues or savings, and loss, damage or corruption of data or software, even if CONTRACTOR has been advised of the possibilities of such damages or if such damages are otherwise foreseeable, in each case, and whether a claim for any such liability is premised upon breach of contract, warranty, negligence, strict liability or other theory of liability. In the event of any liability incurred by CONTRACTOR or any of its affiliates hereunder, the entire liability of CONTRACTOR and its affiliates for damages from any cause whatsoever will not exceed the lesser of: (a) the dollar amount paid by CITY for either the specific purchased item(s) giving rise to the claim; or (b) $50,000.00.

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

Section 4.5 **Responsibility of CITY**

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

Section 4.6 **Insurance Requirements for CONTRACTOR**

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

Section 4.7 **Successors and Assigns**

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

Section 4.8 **Notices**

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

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

To CONTRACTOR: CDW-G
200 N. Milwaukee Ave
Chicago, IL
60061

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

"Confidential Information" means any information or data of a confidential nature of a Party, its Affiliates or a third party in oral, electronic or written form that has been identified, and marked when possible, by the disclosing Party as proprietary or confidential and that is disclosed by a Party in connection with this Agreement or that the receiving Party may have access to in connection with this Agreement.

Each Party anticipates that it may be necessary to provide access to Confidential Information to the other Party in the performance of this Agreement.

Confidential Information does not include information that: (a) becomes known to the public through no act of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is made known to the receiving Party by a third party having the right to disclose it; or (d) is independently developed by Personnel of the receiving Party who have not had access to such information.

Each Party agrees that it will maintain the confidentiality of the other Party's Confidential Information for a period of three (3) years following the date of disclosure and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to those individuals with a need to know such Confidential Information in connection with this Agreement, and (ii) to a Party's business, legal and financial advisors bound by a

confidentiality obligation. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a Party, the other Party will either return, or certify the destruction of, such Party's Confidential Information.

Contractor acknowledges that CITY is subject to the California Public Records Act. If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed. A Party shall not be liable for disclosing Confidential Information if such disclosure is in compliance with the law.

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 (Intentionally left blank)

Section 4.20 **Authority**

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

Section 4.21 **Federal Transit Funding Conditions**

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

CDW GOVERNMENT, LLC

By: Devinder Singh

Name:

Title: Devinder Singh
Professional Services Manager,
SFO Region

Approved as to form
Deputy City Attorney

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

Funding Source: 10020400.72499
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

Exhibit A/B

STATEMENT OF WORK

Project Name:	Active Directory Domain Services Domain Consolidation	**Seller Representative:** Alexander Picchietti (847) 419-7506 alexpic@cdwg.com
Customer Name:	City of Lodi (CA)	
CDW Affiliate:	CDW Government, LLC.	
SOW Effective Date:	March 24, 2016	**Solution Architect:** Kent Compton
Seller Services Manager:	Devinder Singh	
Version:	1	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into this March 24, 2016 (the "**SOW Effective Date**") by and between the undersigned, CDW Government, LLC. ("**Provider**", "**Seller**" and "**we**") and City of Lodi (CA) ("**Customer**" and "**you**").

PROJECT DESCRIPTION

PROJECT SCOPE

OVERVIEW

Customer currently has a single 2008 functional level Microsoft Active Directory Domain Services ("AD DS") forest consisting of one (1) parent/root domain (lodi.gov) and one (1) child domain (pd.lodi.gov). The Customer's ERP application (Munis) only supports a single domain, so Customer has asked Seller to assist them in collapsing/consolidating the objects from the pd.lodi.gov domain ("Source") into the lodi.gov domain ("Target").

PRE-PLANNING

APPROACH

In order to ensure a successful project, Seller will follow its proven methodology that focuses on envisioning, planning, design, and deploy phases.

During these phases, Seller will work with Customer in a team-centric approach in order to ensure that knowledge transfer and best practices are provided to the Customer team. It is assumed that Customer will provide a 'point' person who has knowledge of Customer systems and setup in order to provide input to the planning and design efforts.

The Workshops described in this document will facilitate direct knowledge transfer between Seller and the Customer staff, preparing Customer to more effectively participate in the implementation of Microsoft Active Directory Domain Services. Techniques include a combination of formal presentation and less structured

discussions that allow Customer staff to acquire information about the technologies specific to the Customer deployment requirements. The design workshops will discuss the technology overview, best practices and design elements specific to the Customer environment.

PRE-PLANNING – DOCUMENTATION REQUEST

Seller needs to review the Customer documentation of its current environment prior to the workshop activity.

Upon the receipt of a signed SOW, Seller will work with Customer to obtain this documentation that will prepare Seller for the Design Workshops. This documentation will be reviewed prior to the commencement of the Kick-Off Meeting. If the required documentation is not available, Seller has a Site Assessment worksheet that can be provided to help gather the documentation.

The Current State Document Request List includes: Domain Environment, Directory Services environment, Messaging environment, Network Environment, User Population, Service Levels and Administration.

PROJECT KICK-OFF MEETING

Seller will begin with a Project Kick-off Meeting with the core Customer Project team. The initial meeting may require time with the Customer business stakeholders, program sponsors, leads and IT managers. These interviews will help drive out the required business objectives, drivers, overall design objectives and finalize the scope. This meeting should occur at least one week prior to the onsite design and planning activities in order to give the teams the opportunity to prepare.

Topics for this meeting include:

- Knowledge transfer and review of company and project vision
- Outline of primary goals, objectives, and project requirements
- Knowledge transfer of Company Physical Profile and Organization structure including special requirements for a location of business unit
- Document Request Current State
- Establishment of Project Management protocol for the engagement
- Establishment of Roles and Project Schedule

PLANNING SESSION

Planning is important and key to the success of a project or group of projects. The first day of onsite design and planning will include a session to clarify and review the gathered current state information. The requirements for the Target environment will also be outlined during this session.

- Current State. Review and clarification of questions on the Current State environment.
- Requirements Definition. Determine, review and prioritize requirements for users, directories, security, coexistence, migration process, and monitoring and maintenance activities.

PLANNING AND DESIGN

The Design Workshops described in this document will facilitate direct knowledge transfer between Seller and the Customer staff, preparing Customer to more effectively participate in the collapsing of user objects from the AD DS Source domain. Techniques include a combination of formal presentation and less structured discussions that allow Customer staff to acquire information about the technologies specific to the Customer deployment requirements. The design workshops will discuss the technology overview, best practices and design elements specific to the Customer environment.

AD DS MIGRATION PLANNING WORKSHOP

The AD DS Coexistence and Migration Planning Workshop is a critical component in determining a comprehensive migration plan that minimizes user disruption and process changes during the production migration phase. During this phase, Seller will work with Customer to ensure that knowledge transfer and best practices are provided to the Customer team.

The AD DS Coexistence and Migration Planning Workshop will cover the following topics:

- Migration Approaches
- Network Services Integration
- Domain Upgrade Strategy
- Domain Migration Strategy
- Data Migration Strategy
- Applications and Services Migration Strategy
- Tools Selection
- Deployment Planning
    - Pre-Requisites
    - Communication Plan
    - Environment Build
    - Coexistence
    - Testing
    - User Migration Process
    - Workstation Migrations Process
    - Project Milestones and Timeline

BUILD AND TESTING

ENVIRONMENT BUILD

During this phase, any required changes to the Target environment determined during the AD DS Design Review are implemented (this Statement of Work does not include remediation of these items; if Customer desires, Seller will assist with the remediation effort of the existing infrastructure, a project change order will be required for the additional work). In addition, any supporting infrastructure required for the migration, as determined in the AD DS Coexistence and Migration Planning Workshop is built and configured. Finally, any configuration changes required for the Source and Target environments to coexist are implemented.

MIGRATION TESTING

Migration testing is a critical component in validating that the migration plan minimizes user disruption and process changes during the production migration phase. Testing is vital to confirm that individual aspects of the migration process are completed correctly and function as expected during the migration itself and once in the Target environment. During the AD DS Coexistence and Migration workshop, specific functionality and use cases are typically identified that require specific testing. Together with the Customer, Seller with will build test cases and scripts for each identified item, and then validate them during this phase.

The results of this phase will determine if changes are needed to either the Source or Target environments, or if the migration process itself needs to be altered. The AD DS Coexistence and Migration Plan will be updated as necessary.

DEPLOY

PRODUCTION PILOT MIGRATION

This phase begins with a pilot migration. The pilot migration is limited in scope to minimize potential impact, but larger than any test migrations in order to validate the migration process on a larger scale, similar to what is planned for production migrations.

The results of the pilot migration will determine if changes are needed to either the Source or Target environments, or if the migration process itself needs to be altered. The AD DS Coexistence and Migration Plan will be updated as necessary.

FULL PRODUCTION MIGRATION

Following the pilot migration, normal production migrations begin. During this portion, Seller will perform the migration per updated AD DS Coexistence and Migration Plan and as defined by the Project Assumptions. Because of the work done during the planning, testing and pilot activities, the production migrations are in many ways the most straightforward.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, the Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

PROJECT ASSUMPTIONS

1. Customer must execute this Statement of Work by 3/25/16 otherwise funding expires null and void.
2. Unless otherwise specified, this project is limited to the investigation or enumeration of a single functional level 2008 AD DS Forest comprised of one (1) parent/root domain and one (1) child domain.
3. The current root/Target domain can receive migrated objects from child/Source domain without requiring any configuration changes.
4. All domain controllers enumerated will reside in the United States.
5. User object migration will not exceed 200.
6. Windows client workstation object migration will not exceed 100.
7. Windows Server member server migration will not exceed six (6).
8. Workstation remediation is the responsibility of Customer; Seller will provide Level 2 support.
9. Seller will utilize Microsoft's free Active Directory Migration Tool (ADMT) for migrating user and computer objects from child to parent domain. All tools the Seller installs or runs will be done so on Customer's hardware. Seller retains all rights to the Seller-developed tools.

10. The number of workstations migrated to the Target environment per day is estimated at 50 which is largely dependent on how many Tier 1 support calls Customer's helpdesk can manage the following day. A change order will be needed if total number of hours allocated for migrating workstations does not meet the minimum estimate.
11. The current AD DS is healthy and properly functioning.
12. The current DNS is healthy and properly functioning.
13. Some services may be performed at a location other than your location (or another location designated by you). When services are performed at your location (or another location designated by you), you will provide adequate, co-located workspace for the engagement personnel (both Seller personnel and Customer personnel) with appropriate system access. Seller recommends keeping these personnel separate from support teams and those performing daily operations. When services are performed at your location (or another location designated by you), the site will be secure. Seller is not responsible for lost or stolen equipment.
14. You and Seller will follow Seller's Project Management Methodology for this project.
15. You will provide network connectivity, Internet access and voice access for local and long distance calls.
16. All Change Orders will be provided in a timely fashion either by U.S. Mail, e-mail, personal transfer or facsimile transmission to Seller's contact person.
17. If specified in the "Description/Scope of Services" section above, initial support services related to the services that are the subject of this SOW will be available as specified in that section. Seller will invoice you for the time Seller performs this support, calculated using the rates specified in the "Professional Services Fees" section below (in the increments specified therein).
18. Customer will provide subject matter experts in any applications that may be necessary to connect to AD DS. These experts will provide the project team with authentication and migration plans. Seller will NOT design any application migration procedures.
19. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft, and has no objections in relation thereto.
20. Cost of Delay: The cost of all delays in Customer approval, issue resolution, and information provision to our team will be paid by Customer. If possible, Seller will make every attempt to perform another task that's not directly related to the task in which we are blocked.
21. External Dependencies: There may be external projects/dependencies that may have significant impact on the timeline, schedule, and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

CUSTOMER RESPONSIBILITIES

1. Build new server hardware and/or create guest virtual machines, install baseline operating system and all applicable software updates according to Microsoft best practices, and establish network connectivity.
2. Communicate all material project matters to Seller's contact person.
3. Application compatibility and application support.
4. Provide at least one qualified technical person with system administration responsibilities who can assist the Seller when needed for the duration of the project.
5. Provide qualified personnel at your location (or any other location designated by you where services are to be provided) to support your existing equipment for the duration of the project.
6. Provide other qualified, knowledgeable personnel who will perform your obligations under this SOW as needed; make timely decisions necessary to move performance of the services forward; participate in this project to the extent reasonably requested by Seller; and reasonably assist Seller with its performance of the services.

7. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.

OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Remediation of application dependencies, such as Munis, on AD DS.
2. Troubleshooting and/or remediation of AD DS, 2FA, VPN, and/or Terminal Services/Remote Desktop Services.
3. Migrating print services servers.
4. Reorganizing or re-permissioning file server volumes and directories.
5. Redesign of the structure of AD DS. No redesign of the AD DS structure will be performed as part of this project.
6. Building a Lab environment. If Seller is going to assist in conducting a migration in the lab it must be an exact replica of the production environment otherwise the results in the latter cannot be guaranteed. The hours listed in Table 2 are only for one migration, so Customer desires both a lab and production migration additional hours will need to be added to this Statement of Work.
7. Migrating and/or upgrading Exchange Server.
8. Decommissioning the child domain or demoting any Windows Servers running the Domain Services role.
9. Installing and configuring antivirus on the Windows Servers. Customer is responsible for the antivirus solution and will ensure that the servers are protected after the operating system is installed.
10. Staging of the physical servers to be used in this engagement. This includes racking as well as implementing the base operating system and network configuration.
11. Acquisition of the required hardware and software required for this engagement, including servers and software. Seller can assist with sourcing these materials upon request; however, Customer is ultimately responsible for the hardware and software for this project.
12. Any formal training. Seller will not be conducting formal training; however, knowledge transfer is integral to the Seller approach throughout the execution of its methodology.
13. End user and administrator process documentation. End user documentation and administrator process documentation will change the project scope, and so a change request will be required.
14. Virtual host and application clustering. Seller will not configure clustering within virtual machines as part of this engagement.
15. Backup/disaster recovery. Seller will not help to develop a backup/disaster recovery plan for the Hyper-V or Virtual Machine Manager implementation as a part of this engagement.
16. Configuration of centralized storage. SAN and/or other centralized storage configuration is the responsibility of Customer.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
AD DS Migration Planning Design	Final design document that includes: • Migration planning design • Migration strategy and approach • Dependencies and coexistence design	PDF

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will provide funding in the amount of $1,300.00 ("**Funding**").

The Funding will be applied to the Total Fees. Once the Funding has been exhausted, Seller's invoice(s) will reflect the balance of any fees due.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table 2).

The Total Estimated Consultant Fees of $26,280.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Estimated Consultant Hours of 144 nor the Estimated Consultant Fees are intended to limit the bounds of what may be requested or required for performance of the Services. Customer and Seller agree that during the performance of Services hereunder there will at all times be an agreed limitation on the amount of Consultant Fees that are approved for invoicing ("**Approval Limit**"). Upon execution of this SOW, the parties acknowledge and

agree that there is an initial Approval Limit in the amount of $26,280.00 ("**Initial Approval Limit**") and that the Initial Approval Limit may be increased from time to time upon Customer's written consent by a superseding Approval Limit (in each instance, an "**Updated Approval Limit**"). If the Services are not complete when the total Consultant Fees equal, as applicable, the Initial Approval Limit or the most recent Updated Approval Limit, and if Customer does not approve Seller's request to increase the then-current Approval Limit, Seller will not invoice Customer for any Consultant Fees that exceed the applicable Approval Limit, and Seller will not be responsible for completion of the Services specified in the Project Summary.

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – per hour	$185.00	120	$22,200.00
Project Manager – per hour	$170.00	24	$4,080.00
Less Seller Funding			($1,300.00)
Estimated Totals		**144**	**$24,980.00**

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

EXPENSES

When Seller's personnel are located more than 50 miles from the Customer-Designated location, and they need to work onsite travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of $85/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government, LLC.

By: _____ signature

Name: Devinder Singh, Professional Services Manager, SFO Region

Date: 6/13/2016

Mailing Address:
230 N. Milwaukee Avenue, Vernon Hills, IL. 60061

❑ A purchase order for payment hereunder is attached.

❑ A purchase order is not required for payment hereunder.

❑ The following PSM has given approval:
Devinder Singh

City of Lodi (CA)

By: _____
Signature

Name: _____

Date: _____

Mailing Address:
Street: _____
City/ST/ZIP: _____

Billing Contact:
Street: _____
City/ST/ZIP: _____

120813 Standard

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Table – Customer-Designated Locations

Location(s)	**Service(s)**		
City of Lodi 221 W. Pine Street Lodi, CA	☐ Assessment ☑ Configuration ☑ Design ☑ Implementation	☑ Knowledge Transfer ☑ Project Management ☐ Reconfiguration ☐ Reinstallation	☐ Staff Augmentation ☐ Support ☐ Training ☐ Custom Work

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT WITH
CDW-G INC., TO CONSOLIDATE PD.LODI.GOV AND
LODI.GOV DOMAINS

==========

WHEREAS, City of Lodi uses Microsoft Active Directory to manage security for all network accounts for all employees, and

WHEREAS, the City of Lodi has two domains: PD.LODI.GOV and LODI.GOV; and

WHEREAS, to fully utilize MUNIS functionality citywide, the two domains must be consolidated into a single domain, and

WHEREAS, this agreement provides the professional services of Microsoft certified professionals to perform the consolidation, and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement with CDW-G, Inc., for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with CDW-G Inc., for the domain consolidation project, on behalf of the City of Lodi.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM **C-11**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Second Phase Agreement for Renewable Energy Power Purchase Agreement with Northern California Power Agency

MEETING DATE: July 6, 2016

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Second Phase Agreement for Renewable Energy Power Purchase Agreement with the Northern California Power Agency.

BACKGROUND INFORMATION: Renewables Portfolio Standard (RPS) requirements require 33 percent and 50 percent of the City's retail energy sales be supplied by renewable energy by the end of 2020 and 2030, respectively.

Existing generation resources, including the City's participation in the Astoria 2 Project, coupled with excess surplus and historic carryover from prior years, will enable the City to meet RPS requirements through 2020. However, Lodi will need to procure additional renewable energy in order to meet the 50 percent requirement by 2030.

In May 2015, NCPA issued a Request for Proposals (RFP) for up to 40 megawatts of photovoltaic solar on behalf of Lodi, Biggs, Gridley and BART. Proposals were received for projects ranging from two to 30 years with prices ranging from the high $40's to high $60's per megawatt-hour.

During the time period that each participating member was obtaining its respective approvals to move forward via a Second Phase Agreement with NCPA, market conditions continued to change, and prices for similar projects were declining. NCPA then requested re-pricing from the respondents that had been selected to move forward with negotiations, and for various reasons, including price and terms, the proposed projects were no longer feasible for NCPA and its members. Therefore, the Second Phase Agreement between Lodi and NCPA, previously approved by Council on August 19, 2015, was never executed by NCPA.

NCPA recently learned of a solar project that the Southern California Public Power Authority (SCPPA) had selected, for which a portion of the project was available for subscription. This project is an expansion project from a reputable developer that both SCPPA and NCPA have conducted transactions with. As a reminder, Lodi is currently partnered with SCPPA and other non-SCPPA members on the Astoria 2 Project which is scheduled to become operational later this year.

NCPA has opted to move forward with this project on behalf of Lodi and other NCPA members at a favorable price in the high $30's per megawatt-hour for 20 years. The project is anticipated to be operational by 2021. Due to the confidential nature of the proposals and future negotiations, specific details cannot be provided at this time.

APPROVED: _____

Stephen Schwabauer, City Manager

Pursuant to the NCPA project development process, as described in the NCPA Amended and Restated Facilities Agreement, in order for NCPA to move forward on behalf of members, a Second Phase Agreement is needed to authorize expenditures associated with NCPA's efforts to negotiate a Power Purchase Agreement (PPA). The total estimated cost associated with the Second Phase Agreement, attached as Exhibit A, shall not exceed $35,000, with Lodi's share making up the majority of the total to not exceed $32,000. Other participating NCPA members are anticipated to include Biggs and Gridley. Pursuant to the Second Phase Agreement, NCPA will only bill actual costs incurred. The Second Phase Agreement will expire upon the successful negotiation of a PPA, approval by each member's governing board, execution of a Third Phase Agreement to obligate members to the terms of the PPA, and final execution of the PPA. All activities are anticipated to be completed by the end of 2016.

On May 16, 2016, the Risk Oversight Committee received a report on this item and recommended that staff move forward with this proposed project.

FISCAL IMPACT: Lodi's share of the costs for the Second Phase Agreement shall not exceed $32,000.

FUNDING AVAILABLE: Included in Electric Utility Budget Account No. 50060500 and 50862500.

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Price, Rates & Resources Manager

EAK/MP/lst

SECOND PHASE AGREEMENT

FOR

RENEWABLE ENERGY

POWER PURCHASE AGREEMENT

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This SECOND PHASE AGREEMENT FOR RENEWABLE ENERGY ("this Agreement") is dated as of _____, 20__ by and among the Northern California Power Agency, a joint powers agency of the State of California ("NCPA"), and the signatories to this Agreement other than NCPA ("Participants"). NCPA and the Participants are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. NCPA has heretofore been duly established as a public agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities and improvements for the generation and transmission of electric capacity and energy for resale.

B. Each of the Participants is a signatory to the Joint Powers Agreement which created NCPA and therefore is a Member.

C. Each of the Participants to this Agreement have executed the Amended and Restated Facilities Agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects.

D. The Participants desire NCPA to enter into a Renewable Energy Power Purchase Agreement ("Renewable PPA") to purchase electric capacity and energy produced by eligible renewable resources for the benefit of the Participants' customers.

E. Each Participant is authorized by its Constitutive Documents to obtain electric capacity and energy for its present or future requirements, through contracts with NCPA or otherwise.

F. To enable NCPA to enter into the Renewable PPA on behalf of the Participants, pursuant to the terms and conditions of the Amended and Restated Facilities Agreement, NCPA and the Participants wish to enter into this Agreement to provide all means necessary for NCPA to negotiate the Renewable PPA, and to enable and obligate the Participants to pay NCPA for all costs its incurs for undertaking the foregoing activities.

G. Upon full execution of this Agreement, NCPA, on behalf of the Participants, will enter into negotiations with one or more prospective suppliers ("Seller") of Renewable Energy Supply.

H. Contingent upon negotiating mutually acceptable terms and conditions with one or more prospective suppliers, NCPA will present the proposed Renewable PPA to the NCPA Commission for review and approval. Contemporaneously, NCPA will seek final approval from Participants through a Third Phase Agreement for Renewable Energy

that would govern the rights and obligations of NCPA and Participants related to the sale and purchase of Products.

I. Each of the Parties intends to observe the provisions of this Agreement in good faith and shall cooperate with all other Parties in order to achieve the full benefits of joint action.

J. The Parties desire to equitably allocate costs of NCPA's provision of services under this Agreement among the Participants.

K. The Participants further desire, insofar as possible, to insulate other Members who are not Participants, from risks inherent in the services and transactions undertaken on behalf of the Participants pursuant to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions.

1.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings, provided, capitalized terms used in this Agreement (including the Recitals hereto) that are not defined in Section 1 of this Agreement shall have the meaning indicated in Section 1 of the Power Management and Administrative Services Agreement:

1.1.1 "Agreement" means this Second Phase Agreement for Renewable Energy including all Exhibits attached hereto.

1.1.2 "Capacity Attributes" means any and all current or future defined characteristics consistent with the operational limitations of the Project, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including resource adequacy benefits, Flexible Capacity Benefits, and any tracking or accounting associated with the foregoing, intended to value any aspect of the capacity of the Project to produce Energy or ancillary services, attributed to or associated with the Project.

1.1.3 "Constitutive Documents" means, with respect to NCPA, the Joint Powers Agreement and any resolutions or bylaws adopted thereunder with respect to the governance of NCPA, and with respect to each Participant, the California Government Code and other statutory provisions applicable to such Participant, any applicable agreements, charters, contracts or other documents concerning the formation, operation or decision making of such Participant, including, if applicable, its City Charter, and any codes, ordinances, bylaws, and resolutions adopted by such Participant's governing body.

1.1.4 "Effective Date" shall have the meaning set forth in Section 7 of this Agreement.

1.1.5 "Energy" means electric energy expressed in units of kWh or MWh.

1.1.6 "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, as the case may be, and its displacement of conventional energy generation. Environmental Attributes include: (i) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO2), methane (CH4) and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (iii) the reporting rights to these avoided emissions such as, but not limited to, a Renewable Energy Certificate ("REC").

Environmental Attributes do not include: (i) any Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project, and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by Seller or the owners of the site for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits, or (iv)

emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

1.1.7 "Flexible Capacity" has the meaning set forth in the CAISO Tariff.

1.1.8 "Flexible Capacity Benefits" means the rights and privileges attached to any generating resource that satisfy any entity's Flexible Capacity requirement.

1.1.9 "Initiating Members" shall have the meaning as set forth in Section 4.2.

1.1.10 "NCPA" has the meaning set forth in the recitals hereto.

1.1.11 "Participant" has the meaning set forth in the recitals of this Agreement.

1.1.12 "Power Management and Administrative Services Agreement" means the NCPA Power Management and Administrative Services Agreement, dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement by which NCPA provides Power Management and Administrative Services.

1.1.13 "Product" means Energy, Capacity Attributes and Environmental Attributes delivered to the Participants pursuant to the Renewable PPA.

1.1.14 "Project" or "Renewable PPA" means the Renewable Energy Power Purchase Agreement to be negotiated by NCPA and Seller, under which NCPA, on behalf of the Participants, purchases Product from solar photovoltaic resources.

1.1.15 "Party" or "Parties" has the meaning set forth in the preamble hereto; provided that "Third Parties" are entities that are not Party to this Agreement.

1.1.16 "Renewable Energy Supply" refers to power supply resources eligible for use under the Renewable Portfolio Standard Program.

1.1.17 "RPS" or "Renewable Portfolio Standard Program" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, *et seq.*

1.1.18 "Seller" has the meaning set forth in the recitals of this Agreement.

1.1.19 "Term" has the meaning set forth in Section 7.

1.2 Rules of Interpretation. As used in this Agreement (including the Recitals hereto), unless in any such case the context requires otherwise: The terms "herein," "hereto," "herewith" and "hereof" are references to this Agreement taken as a whole and not to any particular provision; the term "include," "includes" or "including" shall mean "including, for example and without limitation;" and references to a "Section," "subsection," "clause," "Appendix", "Schedule", or "Exhibit" shall mean a Section, subsection, clause, Appendix, Schedule or Exhibit of this Agreement, as the case may be. All references to a given agreement, instrument, tariff or other document, or law, regulation or ordinance shall be a reference to that agreement, instrument, tariff or other document, or law, regulation or ordinance as such now exists and as may be amended

from time to time, or its successor. A reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and includes its successors and permitted assigns. A reference to a "day" shall mean a Calendar Day unless otherwise specified. The singular shall include the plural and the masculine shall include the feminine, and *vice versa*.

Section 2. Purpose.

The purpose of this Agreement is to: (i) set forth the terms and conditions under which NCPA shall solicit proposals for and negotiate the Renewable PPA on behalf of the Participants, (ii) authorize NCPA, acting on behalf of the Participants, to engage in all activities related to that basic purpose, and (iii) specify the rights and obligations of NCPA and the Participants with respect to the negotiation of the Renewable PPA.

Section 3. Negotiation of Sale and Purchase of Product.

By executing this Agreement, each Participant acknowledges and agrees to be bound by the terms and conditions of the Renewable PPA. NCPA shall negotiate the terms and conditions of the Renewable PPA with one or more potential suppliers of Renewable Energy Supply from one or more solar photovoltaic generation facilities on behalf of the Participants. Participants agree to pay NCPA for all actual costs, including, but not limited to, administrative costs, including legal fees, associated with the activities under this Agreement, which are estimated to be thirty-five thousand dollars ($35,000) or less. NCPA

shall allocate costs to Participants in proportion to each Participant's Final Project Participation Percentage, as reflected in Exhibit B.

Section 4. Participation.

4.1 Eligibility. All Members who are signatory to the Amended and Restated Facilities Agreement are eligible to participate in this Agreement by delivering a duly executed copy of this Agreement to NCPA prior to the Effective Date, and subject to availability of the Renewable Energy Supply as described in Section 4.2.

4.2 Priority. This Agreement has been developed in response to certain Members' request for NCPA to acquire Renewable Energy Supply on their behalf (hereinafter referred to as the "Initiating Members"). The Initiating Members are listed in Exhibit A. To the extent the amount of Renewable Energy Supply that is made available by Seller is not sufficient to satisfy all Members' requests for a desired amount of Renewable Energy Supply; first priority will be given to the Initiating Members, and secondary priority will be given to all other Members who become a Participant. If after meeting the requests of the Initiating Members, any remaining available Renewable Energy Supply will be allocated to all other Participants based on a first-come first-serve basis, until the total amount of available Renewable Energy Supply is exhausted, or until all Participants' requests have been satisfied, whichever comes first.

4.3 Final Participation Percentages. Upon the Effective Date of this Agreement, NCPA shall include each Participant's Final Project Participation Percentage in Exhibit B.

Section 5. Billing and Payments.

5.1 Participant Payment Obligations. Each Participant agrees to pay to NCPA each month its respective portion of the actual costs associated with negotiation and implementation of the Renewable PPA, and all other costs for services provided in accordance with this Agreement and the Amended and Restated Facilities Agreement.

5.2 Invoices. NCPA will issue an invoice to each Participant for its share of actual costs associated with negotiation and implementation of the Renewable PPA, and all other costs for services provided in accordance with this Agreement and the Amended and Restated Facilities Agreement. Such invoice may be either the All Resources Bill or separate special invoice, as determined by NCPA. At NCPA's discretion, invoices may be issued to Participants using electronic media or physical distribution.

5.3 Payment of Invoices. All invoices delivered by NCPA (including the All Resources Bill) are due and payable thirty (30) Calendar Days after the date thereof; provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day.

5.4 Late Payments. Any amount due and not paid by a Participant in accordance with Section 5.3 shall be considered late and bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT&SA then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

5.5 Billing Disputes. A Participant may dispute the accuracy of any invoice issued by NCPA under this Agreement by submitting a written dispute to NCPA, within thirty (30) Calendar Days of the date of such invoice; nonetheless the Participant shall pay the full amount billed when due. If a Participant does not timely question or dispute the accuracy of any invoice in writing, the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect, NCPA shall issue a corrected invoice and refund any amounts that may be due to the Participant. If NCPA and the Participant fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after the Participant has disputed it, the General Manager shall promptly submit the dispute to the Commission for resolution. If the Commission and the Participant fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar Days of its submission to the Commission, the dispute may then be resolved under the mediation and arbitration procedures set forth in Section 9 of this Agreement. Provided, however, that prior to resorting to either mediation or arbitration proceedings, the full amount of the disputed invoice must be paid.

5.6 Billing/Settlement Data and Examination of Books and Records.

5.6.1 Settlement Data. NCPA shall make billing and settlement data available to the Participants in the All Resources Bill, or other invoice, or upon request. NCPA may also, at its sole discretion, make billing and settlement support information available to Participants using electronic media (e.g. electronic data portal).

Procedures and formats for the provision of such electronic data submission may be established by the Commission from time to time. Without limiting the generality of the foregoing, NCPA may, in its reasonable discretion, require the Participants to execute a non-disclosure agreement prior to providing access to the NCPA electronic data portal.

5.6.2 Examination of Books and Records. Any Participant to this Agreement shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

Section 6. Cooperation and Further Assurances.

Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by any other Party which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement. The Parties agree to cooperate and act in good faith in connection with obtaining any credit support required in order to satisfy the requirements of this Agreement.

Section 7. Term and Termination.

This Agreement shall become effective when it has been duly executed by NCPA and at least one Participant (the "Effective Date"). The date on which NCPA makes this

Agreement effective shall be determined by NCPA, at its sole discretion. NCPA shall deliver a written notice to all Members that are signatory to the Amended and Restated Facilities Agreement, stating the Effective Date of this Agreement. This Agreement shall commence on the Effective Date and shall continue until the Agreement terminates, which shall occur when either:

7.1 All negotiations for a potential Renewable PPA pursuant to this Agreement are terminated by NCPA in its discretion; or

7.2 Upon the effective date of a Third Phase Agreement with one or more Participants relating to a Renewable Energy PPA.

Section 8. Withdrawal of Participants.

No Participant may withdraw from this Agreement except as otherwise for provided herein.

Section 9. Settlement of Disputes and Arbitration.

The Parties agree to make best efforts to settle all disputes among themselves connected with this Agreement as a matter of normal business under this Agreement. The procedures set forth in Section 10 of the Power Management and Administrative Services Agreement shall apply to all disputes that cannot be settled by the Participants themselves; provided, that the provisions of Section 5.5 of this Agreement shall first apply to all disputes involving invoices prepared by NCPA.

Section 10. Miscellaneous.

10.1 Indemnification and Hold Harmless. Subject to the provisions of Section 10.3, each Participant agrees to indemnify, defend and hold harmless NCPA and its Members, including their respective governing boards, officials, officers, agents, and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of litigation, including experts, to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of that Participant, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

10.2 Several Liabilities. No Participant shall, in the first instance, be liable under this Agreement for the obligations of any other Participant or for the obligations of NCPA incurred on behalf of other Participants. Each Participant shall be solely responsible and liable for performance of its obligations under this Agreement, except as otherwise provided for herein. The obligation of each Participant under this Agreement is, in the first instance, a several obligation and not a joint obligation with those of the other Participants.

Notwithstanding the foregoing, the Participants acknowledge that any debts or obligations incurred by NCPA under this Agreement on behalf of any of them shall be borne solely by such Participants, and not by non-Participant Members of NCPA, pursuant to Article IV, Section 3(b) of the Joint Powers Agreement.

10.3 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY PARTICIPANT OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NCPA AND EACH PARTICIPANT EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her

must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this Section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

10.4 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the Commission. Any such waiver by the Commission in any particular instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

10.5 Amendments. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

10.6 Assignment of Agreement.

10.6.1 Binding Upon Successors. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties to this Agreement.

10.6.2 No Assignment. Neither this Agreement, nor any interest herein, shall be transferred or assigned by a Party hereto except with the consent in writing of the other Parties hereto, which such consent shall not be unreasonably withheld, provided that such transfer or assignment shall be only to another NCPA Member.

10.7 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

10.8 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

10.9 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

10.10 Notices. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall either be personally delivered to a Participant's Commissioner or Alternate, and to the General Manager, or shall be transmitted to the Participant and the General Manager at the addresses shown on the signature pages hereof. The designation of such addresses may be changed at any time by written notice given to the General Manager who shall thereupon give written notice of such change to each Participant. All such notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail

first class postage prepaid, or on the first Business Day following delivery through electronic communication.

10.11 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance with its terms. Upon execution of this Agreement, each Participant shall deliver to NCPA a resolution of the governing body of such Participant evidencing approval of and authority to enter into this Agreement.

10.12 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

10.13 Venue. In the event that a Party brings any action under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

10.14 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each Party shall bear its own fees and costs, including attorneys' fees, associated with the action.

10.15 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties were represented by counsel in the negotiation and execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent with the provisions of Section 10.1 were intentionally so drafted by the Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

10.16 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties, by any third person or any Third Parties, to be for the benefit of any Third Party, nor shall any Third Party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement.

IN WITNESS WHEREOF, NCPA and each Participant have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

NORTHERN CALIFORNIA
POWER AGENCY
651 Commerce Drive
Roseville, CA 95678

_____

By: Randy S. Howard

Title: General Manager

Date:_____

Approved as to form:

_____

By:_____

Its: General Counsel

Date: _____

Participant Name: CITY OF LODI

Address: 221 W. Pine Street

Lodi, CA 95240

Authorized signature:

Signature: _____

By (Print Name): Stephen Schwabauer

Title: City Manager

Date: _____

Approved as to form:

Signature: _____

By (Print Name): Janice D Magdich

Title: City Attorney

Date: _____

Attestation (if applicable)

Signature: _____

By (Print Name): Jennifer M Ferraiolo

Title: City Clerk

Date: _____

EXHIBIT A

INITIATING MEMBERS

The following is a list of the Initiating Members who submitted a request for NCPA to purchase Renewable Energy Supply on their behalf. Their respective Initial Project Participation Percentage share of the Project are:

INITIATING MEMBERS	MW	INITIAL PROJECT PARTICIPATION PERCENTAGE
City of Biggs	0.25	3.00%
City of Gridley	0.75	7.00%
City of Lodi	10.00	90.00%

EXHIBIT B

LIST OF PARTICIPANTS

The following is a list of the Participants who are signatory to this Agreement, and their respective Final Project Participation Percentage share of the Project:

PARTICIPANT	MW	FINAL PROJECT PARTICIPATION PERCENTAGE
Member	0.00	0.00%
Member	0.00	0.00%
Member	0.00	0.00%

2663604.1

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND PHASE AGREEMENT FOR RENEWABLE ENERGY POWER PURCHASE AGREEMENT WITH THE NORTHERN CALIFORNIA POWER AGENCY

==========

WHEREAS, the City of Lodi (Lodi) is a signatory to the Joint Powers Agreement (JPA) which created the Northern California Power Agency (NCPA) and therefore is a Member; and

WHEREAS, Lodi and other NCPA Members have executed the Amended and Restated Facilities Agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects; and

WHEREAS, Lodi and other Members desire NCPA to enter into a Renewable Energy Power Purchase Agreement (PPA) for a project selected by the Southern California Public Power Authority (SCPPA) as part of their annual Request for Proposals process; and

WHEREAS, to enable NCPA to enter into a PPA on behalf of Lodi and other Members, a Second Phase Agreement is needed to provide all means necessary for NCPA to negotiate the PPA, and to enable and obligate participating Members to pay NCPA for all costs it incurs for undertaking the foregoing activities; and

WHEREAS, the total not to exceed cost of the Second Phase Agreement is $35,000 for which Lodi's share will not exceed $32,000; and

WHEREAS, on May 16, 2016, the Risk Oversight Committee received a report and recommended that staff move forward with this proposed project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a Second Phase Agreement for Renewable Energy Power Purchase Agreement with the Northern California Power Agency, at a cost not to exceed $32,000.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM **C-12**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Terracon, Inc., Formerly Known as Neil O. Anderson & Associates, Inc., of Lodi, for Construction Testing and Inspection Services ($50,000)

MEETING DATE: July 6, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Terracon, Inc., formerly known as Neil O. Anderson & Associates, Inc., of Lodi, for construction testing and inspection services, in the amount of $50,000.

BACKGROUND INFORMATION: The Public Works Engineering Division requires the services of construction testing and inspection firms to provide analytical support during the design of projects, as well as required miscellaneous testing and inspection services during the construction of minor improvement and development projects. On June 19, 2013, City Council approved a Professional Services Agreement with Neil O. Anderson & Associates, Inc. to provide these services with three optional one-year extensions.

The current agreement is on a time and material basis with a not-to-exceed amount of $150,000 for three years. Amendment No. 1 will extend the agreement through June 30, 2017, add $50,000 to the existing not-to-exceed amount, for a total not-to-exceed amount of $200,000, amend the fee schedule, and assign the Professional Services Agreement to Terracon, Inc., who has acquired Neil O. Anderson & Associates, Inc.

FISCAL IMPACT: Funds for this project are included in the Fiscal Year 2016/17 Engineering Operations budget.

FUNDING AVAILABLE: Engineering Operating (10050500).

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Charles E. Swimley, Jr.
Public Works Director

Prepared by Rebecca Areida-Yadav, Public Works Management Analyst
CES/RAY/tdb
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

TERRACON CONSULTANTS, INC.
CONSTRUCTION TESTING AND INSPECTION SERVICES

THIS CONTRACT AMENDMENT NO. 1, made and effective this ____ day of July, 2016, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and TERRACON CONSULTANTS, INC., formerly known as NEIL O. ANDERSON & ASSOCIATES, hereinafter called "Contractor."

W I T N E S S E T H :

1. WHEREAS, CITY and CONTRACTOR, entered into a Professional Services Agreement (Agreement) on July 3, 2013, Contract Extension Agreement on June 4, 2014, and Contract Extension Agreement on July 29, 2015, attached hereto as Exhibit 1, Exhibit 1A, and Exhibit 1B, respectively; and

2. WHEREAS, CITY requested to amend the fees to increase the existing not to exceed amount by $50,000, for a total not to exceed of $200,000, as set forth in Exhibit 2; and

3. WHEREAS, CITY requested to extend the term of the Agreement through June 30, 2017; and

4. WHEREAS, Neil O. Anderson & Associates wishes to assign the Agreement to Terracon Consultants, Inc.; and

5. WHEREAS, CITY and CONTRACTOR agree to said amendment.

IN WITNESS WHEREOF, City and Contractor have executed this Contract Amendment No. 1 on the date and year first above written.

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

By: STEPHEN SCHWABAUER
City Manager

TERRACON CONSULTANTS, INC.
hereinabove called "Contractor"

By: TROY M. SCHIESS
Title: Materials Department Manager

Attest:

JENNIFER M. FERRAIOLO, City Clerk

Approved as to Form:

JANICE D. MAGDICH, City Attorney

6231

Exhibit 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on July 3, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON & ASSOCIATES (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 Construction Testing and Inspection Services on Various City Projects (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, 2014, 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 three (3) 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), 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: Gary Wiman

To CONTRACTOR: Neil O. Anderson & Associates
902 Industrial Way
Lodi, CA 95240
Attn: Garrett Hubbart

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

By: _____

NEIL O. ANDERSON & ASSOCIATES

By: _____
Name: MARGRET HUBBARD
Title: CEO

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source:Various Capital Accounts
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\NeilOAnderson2013

CA:rev.01.2012

Exhibit A

MEMORANDUM, City of Lodi, Public Works Department

To: Neil O. Anderson

From: Construction Project Manager

Date: June 10, 2013

Subject: Construction Testing and Inspection Services – Various City Projects

---

Scope of Services:

The Scope of Services for the Professional Services Agreement shall be Construction Testing and Inspection Services as requested by the City of Lodi for Various City Projects including but not be limited to:

Grape Bowl Phase 3 Improvements

Ham Lane Overlay Project

Mills Avenue Overlay Project

Sacramento Street Improvements

2013 Alley Improvements Project

2013 ADA Project

Services for individual projects will be as requested by the City. Total contract services not-to-exceed $150,000.

City will provide copies of project documents to Neil O. Anderson & Associates as requested.

Gary R. Wiman
Construction Project Manager

NEIL O. ANDERSON
AND ASSOCIATES

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

2013 SCHEDULE OF FEES
TERMS OF PAYMENT AND CHARGES

TERMS OF PAYMENT

· Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

MISCELLANEOUS CHARGES

· All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional $10.00 per hour to expedite.

HOURLY CHARGES

· Time shall be charged in 2, 4 and 8-hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Structural steel, Masonry, and welding inspections shall be charged in 4 and 8-hour increments with a 4 hour minimum. Weekends and holidays will be charged in 4 and 8 hour increments.

OVERTIME

· Time worked in excess of 8 hours per day and Saturdays will be charged at one and one half times the hourly rate. Two times the hourly rate will be charged for Holidays, Sundays and for Saturdays after 8 hours.
**Overtime and Double time rates will be applied per the California labor law.*

PREMIUM TIME

· An additional rate of $10.00 per hour will be charged for work performed before 6am or after 5pm.

PREVAILING WAGE

· In accordance with California Prevailing Wage Law and Federal Davis Bacon Law, a surcharge of $25.00 may be applied per hour for publicly funded projects. A wage differential of $35.00 per hour may be charged for hours worked before 4 am and after 2 pm. These rates may vary depending on where and what type of work will be performed.

INSURANCE

· Neil O. Anderson & Associates, Inc. carries coverage in excess of all insurance required by law. Additional costs for extra insurance certificates, co-insurance endorsements, or additional insurance or bonds will be charged to the client at cost plus 20%.

New clients may be subject to payment prior to receipt of report. All clients may be subject to a prepayment before initializing our work.

This fee schedule may be changed without notice.

EXHIBIT B

NEIL O. ANDERSON AND ASSOCIATES

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

2013 SCHEDULE OF FEES

(FOR CUSTOMER REF ONLY)

ENGINEERING SERVICES	
Senior Principal Engineer	195.00/hr
Principal Engineer/Geologist	175.00/hr
Senior Engineer / Geologist / Scientist	160.00/hr
Project Engineer / Geologist/ Scientist	150.00/hr
Staff Engineer / Geologist / Scientist	130.00/hr
Expert Consulting	230.00/hr
Expert Testimony	460.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	82.00/hr
AC/Soils Inspector with Nuclear Gauge	86.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	95.00/hr
DSA Masonry Inspector	95.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr
EXPLORATION	
Geophysical:	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	170.00/hr
Post Processing and Analysis	160.00/hr
Drilling:	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	285.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote
Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	140.00/hr
Coring (Equipment plus Operator, quote will be given upon request for second operator)	145.00/hr
Coring Trailer (includes operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-Ionization Detector (PID)	125.00/day

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303
50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697
5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324

Updated: 1/1/2013

EXHIBIT B

NEIL O. ANDERSON AND ASSOCIATES

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

Swell Test (Expansion Index) UBC 18-2	230.00/ea
Compressive Strength of Lime-Treated Specimens CTM 373 Compressive Strength of Cement Treated Specimens ASTM D1632 and ASTM D1633	300.00/ea
Percent Lime Design, based on compressive strength (Includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1200.00/ea
Unconfined Compression Test	120.00/ea
Direct Shear Test:	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
Triaxial Compression Test	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
Consolidation Test:	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea
ASPHALT CONCRETE	
State of California Asphalt Concrete Mix Design:	
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Recycle AC	110.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214/C88 Sodium Sulfate Soundness (per sieve)	120.00/ea
CTM 217/D2419 Sand Equivalent	120.00/ea
CTM 227 Cleanness Coarse Agg	150.00/ea
CTM 229 Durability Index	165.00/ea
CTM 303 Kc & Kf	150.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix	50.00/ea
CTM 309 Theo Spec Grav Bit Mix	165.00/ea
CTM 366/D1560 Stabilometer Value (Set of 3)	310.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1800.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1400.00/ea
CTM 382 Ignition Oven Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration	400.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2 Bulk SpG Agg Blend	100.00/ea
LP-3 Voids Filled with Asphalt	50.00/ea
LP-4 Dust Proportion	50.00/ea
LP-10 Sampling and Testing CRM	175.00/ea

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5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324

Updated: 1/1/2013

EXHIBIT B

NEIL O. ANDERSON AND ASSOCIATES

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

AASHTO T304 Fine Angularity	200.00/ea
ASTM D4791 Flat and Elongated Particles	200.00/ea
Marshall Mix:	
Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	200.00/ea
ASTM D2172 Extraction with Gradation	275.00/ea
ASTM D2041, D2172 Maximum (Rice) Specific Gravity of Bituminous Mixtures	150.00/ea
CONCRETE	
TECHNICAL	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
LABORATORY	
Compression Test Concrete Cylinders	26.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea
MASONRY BRICK/BLOCK/TILE	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests Masonry Core	145.00/ea
Compression Tests:	
Compression Test Grout Molds	26.00/ea
Compression Test Mortar Cylinder	26.00/ea
Compression 2"x4" Cylinder Molds	8.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	175.00/ea
Concrete Masonry Unit:	
Compression Test Masonry Unit 8"x8"x16"	175.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	175.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	375.00/ea
STEEL AWS/ASTM/ASME/ANSI/API	
NON-DESTRUCTIVE TESTING	
High Strength Bolt (HSB) Testing	130.00/hr
Bolt Pull/Load Testing	130.00/hr
Rebar Pull Testing	130.00/hr
Ceiling Wire Pull Testing	130.00/hr
NDT GPR	160.00/hr
Pachometer	110.00/hr

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EXHIBIT B

NEIL O. ANDERSON AND ASSOCIATES

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

LABORATORY	
Structural Steel	
Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
Welder Qualification and Weld Procedure Qualifications:	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea
STANDARD POOL ENGINEERING SERVICES	
The fees quoted include response to plan check.	
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	125.00/ea
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan (Standard Plan include 2 sheets of plan and calculations)	300.00/ea
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Additional Plan Sheets	10.00/ea
Pool Vendor Remodel Plan	195.00/ea
Owner Builder Remodel Plan	500.00/ea
Commercial Pool Plan	Request Quote 1,500.00/min
Commerical/Vault Pool Plan	Request Quote 2,000.00/min
Standard Swimming Pool Detail	150.00/min
Custom Swimming Pool Detail	500.00/min
Standard Retaining Wall Design (30 inch maximum height)	150.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	150.00/ea
Consulting Letter	175.00/min
On-Site Steel and/or Excavation Observation	350.00/min
Patio Corner/Trellis Design	Request Quote 800.00/min
Full Service Aquatic Design	Request Quote
Treelake Schedule	150.00/set
Epoxy Injection	1,500/first 10', 60.00/ft. after

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Updated: 1/1/2013

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. COMPREHENSIVE GENERAL LIABILITY

   $1,000,000 Ea. Occurrence

   $2,000,000 Aggregate

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

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.

COPY

CONTRACT EXTENSION AGREEMENT

Exhibit 1A

NEIL O. ANDERSON & ASSOCIATES
CONSTRUCTION TESTING AND INSPECTION SERVICES

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 4 day of June, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and NEIL O. ANDERSON & ASSOCIATES, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into a Professional Services Agreement for Construction Testing and Inspection Services on Various City Projects on July 3, 2013.

2. TERM AND TERMS: The term of this Contract Extension Agreement shall commence July 1, 2014 and terminate June 30, 2015. The Scope of Service and Fee Schedule shall be amended as shown in Exhibit 2. All other terms and conditions will remain as set forth in the Professional Services Agreement for Construction Testing and Inspection Services on Various City Projects, attached hereto as Exhibit 1 and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, City and Contractor have executed this Contract Extension Agreement on the date and year first above written.

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

By: STEPHEN SCHWABAUER
Interim City Manager

Attest:

RANDI JOHL-OLSON, City Clerk

Approved as to Form:

JANICE D. MAGDICH, Interim City Attorney

NEIL O. ANDERSON & ASSOCIATES
hereinabove called "Contractor"

By:
Title: PRINCIPAL
GARRET HUBBARD

Exhibit 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on July 3, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON & ASSOCIATES (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 Construction Testing and Inspection Services on Various City Projects (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, 2014, 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 three (3) 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), 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: Gary Wiman

To CONTRACTOR: Neil O. Anderson & Associates
902 Industrial Way
Lodi, CA 95240
Attn: Garrett Hubbart

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

By:

NEIL O. ANDERSON & ASSOCIATES

By:
Name:
Title: GARRETT HUBBARD, CEO

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source:Various Capital Accounts
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\NeilOAnderson2013

CAirev.01.2012

Exhibit A

MEMORANDUM, City of Lodi, Public Works Department

To: Neil O. Anderson

From: Construction Project Manager

Date: June 10, 2013

Subject: Construction Testing and Inspection Services – Various City Projects

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Scope of Services:

The Scope of Services for the Professional Services Agreement shall be Construction Testing and Inspection Services as requested by the City of Lodi for Various City Projects including but not be limited to:

Grape Bowl Phase 3 Improvements

Ham Lane Overlay Project

Mills Avenue Overlay Project

Sacramento Street Improvements

2013 Alley Improvements Project

2013 ADA Project

Services for individual projects will be as requested by the City. Total contract services not-to-exceed $150,000.

City will provide copies of project documents to Neil O. Anderson & Associates as requested.

Gary R. Wiman
Construction Project Manager

K:\WP\PROJECTS\NOA SCOPE OF SERVICES MEMO 2013-2014.DOC

NEIL O. ANDERSON
AND ASSOCIATES

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

2013 SCHEDULE OF FEES
TERMS OF PAYMENT AND CHARGES

TERMS OF PAYMENT

· Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

MISCELLANEOUS CHARGES

· All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional $10.00 per hour to expedite.

HOURLY CHARGES

· Time shall be charged in 2, 4 and 8-hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Structural steel, Masonry, and welding inspections shall be charged in 4 and 8-hour increments with a 4 hour minimum. Weekends and holidays will be charged in 4 and 8 hour increments.

OVERTIME

· Time worked in excess of 8 hours per day and Saturdays will be charged at one and one half times the hourly rate. Two times the hourly rate will be charged for Holidays, Sundays and for Saturdays after 8 hours.
**Overtime and Double time rates will be applied per the California labor law.*

PREMIUM TIME

· An additional rate of $10.00 per hour will be charged for work performed before 6am or after 5pm.

PREVAILING WAGE

· In accordance with California Prevailing Wage Law and Federal Davis Bacon Law, a surcharge of $25.00 may be applied per hour for publicly funded projects. A wage differential of $35.00 per hour may be charged for hours worked before 4 am and after 2 pm. These rates may vary depending on where and what type of work will be performed.

INSURANCE

· Neil O. Anderson & Associates, Inc. carries coverage in excess of all insurance required by law. Additional costs for extra insurance certificates, co-insurance endorsements, or additional insurance or bonds will be charged to the client at cost plus 20%.

New clients may be subject to payment prior to receipt of report. All clients may be subject to a prepayment before initializing our work.

This fee schedule may be changed without notice.

EXHIBIT B

NEIL O. ANDERSON AND ASSOCIATES

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

2013 SCHEDULE OF FEES

(FOR CUSTOMER REF ONLY)

ENGINEERING SERVICES	
Senior Principal Engineer	195.00/hr
Principal Engineer/Geologist	175.00/hr
Senior Engineer / Geologist / Scientist	160.00/hr
Project Engineer / Geologist/ Scientist	150.00/hr
Staff Engineer / Geologist / Scientist	130.00/hr
Expert Consulting	230.00/hr
Expert Testimony	460.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	82.00/hr
AC/Soils Inspector with Nuclear Gauge	86.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	95.00/hr
DSA Masonry Inspector	95.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr
EXPLORATION	
Geophysical:	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	170.00/hr
Post Processing and Analysis	160.00/hr
Drilling:	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	285.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote
Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	140.00/hr
Coring (Equipment plus Operator, quote will be given upon request for second operator)	145.00/hr
Coring Trailer (includes operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Ballers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-Ionization Detector (PID)	125.00/day

902 Industrial Way, Lodi CA 95240 P:209.367.9701 F:209.333.6303
50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697
5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6224

Updated: 1/1/2013

EXHIBIT B

NEIL O. ANDERSON AND ASSOCIATES

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

Swell Test (Expansion Index) UBC 18-2	230.00/ea
Compressive Strength of Lime-Treated Specimens CTM 373 Compressive Strength of Cement Treated Specimens ASTM D1632 and ASTM D1633	300.00/ea
Percent Lime Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1200.00/ea
Unconfined Compression Test	120.00/ea
Direct Shear Test:	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
Triaxial Compression Test	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
Consolidation Test:	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea
ASPHALT CONCRETE	
State of California Asphalt Concrete Mix Design:	
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Recycle AC	110.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214/C88 Sodium Sulfate Soundness (per sieve)	120.00/ea
CTM 217/D2419 Sand Equivalent	120.00/ea
CTM 227 Cleanness Coarse Agg	150.00/ea
CTM 229 Durability Index	165.00/ea
CTM 303 Kc & Kf	160.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix	50.00/ea
CTM 309 Theo Spec Grav Bit Mix	165.00/ea
CTM 366/D1560 Stabilometer Value (Set of 3)	310.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1800.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1400.00/ea
CTM 382 Ignition Oven Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration	400.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	160.00/ea
LP-2 Bulk SpG Agg Blend	100.00/ea
LP-3 Voids Filled with Asphalt	50.00/ea
LP-4 Dust Proportion	50.00/ea
LP-10 Sampling and Testing CRM	175.00/ea

902 Industrial Way, Lodi CA 95240 P:209.367.9701 F:209.333.8303
50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697
5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6924

Updated: 1/1/2013

EXHIBIT B

NEIL O. ANDERSON AND ASSOCIATES

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

AASHTO T304 Fine Angularity	200.00/ea
ASTM D4791 Flat and Elongated Particles	200.00/ea
Marshall Mix:	
Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	200.00/ea
ASTM D2172 Extraction with Gradation	275.00/ea
ASTM D2041, D2172 Maximum (Rice) Specific Gravity of Bituminous Mixtures	150.00/ea
CONCRETE	
TECHNICAL	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
LABORATORY	
Compression Test Concrete Cylinders	26.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea
MASONRY BRICK/BLOCK/TILE	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests Masonry Core	145.00/ea
Compression Tests:	
Compression Test Grout Molds	26.00/ea
Compression Test Mortar Cylinder	26.00/ea
Compression 2"x4" Cylinder Molds	8.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	175.00/ea
Concrete Masonry Unit:	
Compression Test Masonry Unit 8"x8"x16"	175.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	175.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	375.00/ea
STEEL AWS/ASTM/ASME/ANSI/API	
NON-DESTRUCTIVE TESTING	
High Strength Bolt (HSB) Testing	130.00/hr
Bolt Pull/Load Testing	130.00/hr
Rebar Pull Testing	130.00/hr
Ceiling Wire Pull Testing	130.00/hr
NDT GPR	160.00/hr
Pachometer	110.00/hr

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Updated: 1/1/2018

EXHIBIT B

NEIL O. ANDERSON AND ASSOCIATES

GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

LABORATORY	
Structural Steel	
Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
Welder Qualification and Weld Procedure Qualifications:	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea
STANDARD POOL ENGINEERING SERVICES	
The fees quoted include response to plan check.	
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	125.00/ea
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan (Standard Plan include 2 sheets of plan and calculations)	300.00/ea
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Additional Plan Sheets	10.00/ea
Pool Vendor Remodel Plan	195.00/ea
Owner Builder Remodel Plan	500.00/ea
Commercial Pool Plan	Request Quote 1,500.00/min
Commerical/Vault Pool Plan	Request Quote 2,000.00/min
Standard Swimming Pool Detail	150.00/min
Custom Swimming Pool Detail	500.00/min
Standard Retaining Wall Design (30 inch maximum height)	150.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	150.00/ea
Consulting Letter	175.00/min
On-Site Steel and/or Excavation Observation	350.00/min
Patio Corner/Trellis Design	Request Quote 800.00/min
Full Service Aquatic Design	Request Quote
Treelake Schedule	150.00/set
Epoxy Injection	1,500/first 10', 60.00/ft. after

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5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324

Updated: 1/1/2013

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. COMPREHENSIVE GENERAL LIABILITY

   $1,000,000 Ea. Occurrence

   $2,000,000 Aggregate

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

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.

Exhibit 2

MEMORANDUM, City of Lodi, Public Works Department

To: Neil O. Anderson

From: Construction Project Manager

Date: May 21, 2014

Subject: Construction Testing and Inspection Services – Various City Projects

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Scope of Services:

The Scope of Services for the Professional Services Agreement shall be Construction Testing and Inspection Services as requested by the City of Lodi for Various City Projects including but not be limited to:

Turner Road Overlay Project

Sacramento Street Improvements

Fire Staion #3 Parking Lot Improvements

White Slough WPCF Control Building Remodel/Addition Project

2014 Alley Improvements Project

2014 Church Street Parking Lot ADA Phase 3 Project

Services for individual projects will be as requested by the City. Total contract services not-to-exceed $150,000.

City will provide copies of project documents to Neil O. Anderson & Associates as requested.

Gary R. Wiman
Construction Project Manager

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

2014 SCHEDULE OF FEES
TERMS OF PAYMENT AND CHARGES

TERMS OF PAYMENT

· Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

MISCELLANEOUS CHARGES

· All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional $10.00 per hour to expedite.

HOURLY CHARGES

· Time shall be charged in 2, 4 and 8-hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Structural steel, masonry, and welding inspections shall be charged in 4 and 8-hour increments with a 4 hour minimum. Weekends and holidays will be charged in 4 and 8 hour increments.

OVERTIME

· Time worked in excess of 8 hours per day and Saturdays will be charged at one and one half times the hourly rate. Two times the hourly rate will be charged for Holidays, Sundays and for Saturdays after 8 hours.
**Overtime and Double time rates will be applied per the California labor law.*

PREMIUM TIME

· An additional rate of $10.00 per hour will be charged for work performed before 6am or after 5pm.

PREVAILING WAGE

· In accordance with California Prevailing Wage Law and Federal Davis Bacon Law, a surcharge of $25.00 may be applied per hour for publicly funded projects. A wage differential of $35.00 per hour may be charged for hours worked before 4 am and after 2 pm. These rates may vary depending on where and what type of work will be performed.

INSURANCE

· Neil O. Anderson & Associates, Inc. carries coverage in excess of all insurance required by law. Additional costs for extra insurance certificates, co-insurance endorsements, or additional insurance or bonds will be charged to the client at cost plus 20%.

New clients may be subject to payment prior to receipt of report. All clients may be subject to a prepayment before initializing our work.

This fee schedule may be changed without notice.

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

2014 SCHEDULE OF FEES

(FOR CUSTOMER REF ONLY)

ENGINEERING SERVICES	
Senior Principal Engineer	250.00/hr
Principal Engineer/Geologist	225.00/hr
Associate Engineer/Geologist	185.00/hr
Senior Engineer / Geologist / Scientist	170.00/hr
Project Engineer / Geologist/ Scientist	160.00/hr
Staff Engineer / Geologist / Scientist	135.00/hr
Expert Consulting	275.00/hr
Expert Testimony	495.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	85.00/hr
AC/Soils Inspector with Nuclear Gauge	89.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	100.00/hr
DSA Masonry Inspector	100.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr
HOT MIX ASPHALT (HMA) SERVICES	
HMA Placement Inspector	98.00/hr
HMA Density Process Control	92.00/hr
HMA Density Cores	110.00/hr
HMA Data Cores	110.00/hr
HMA Production Inspector	92.00/hr
HMA Design Review	200.00/ea
Lead Project Inspector	Request Quote
Building/Construction Project Inspector	Request Quote
Caltrans Certified Laboratory Technician	92.00/hr
CTM125 Sample Hwy Material	92.00/hr
Quality Control Manager	175.00/hr
Quality Control Plan	800.00/ea
EXPLORATION	
GEOPHYSICAL	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	170.00/hr
Post Processing and Analysis	160.00/hr
DRILLING	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	285.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	135.00/hr
Coring 1 Man Crew w/o Trailer (Quote will be given upon request for second operator)	145.00/hr
Coring 1 Man Crew w/Trailer (Quote will be given upon request for second operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-Ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Drums	75.00/ea
Drilling Supplies	Cost + 20%
Laboratory Analysis	Cost + 20%
GEOTECHNICAL SOILS AND AGGREGATES	
Direct Shear Test:	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
Triaxial Compression Test	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
Consolidation Test:	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea
LABORATORY	
HOT MIX ASPHALT (HMA)	
Job Mix Formula (Reduced Rate for Multiple JMF's)	Request Quote
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Ignition Sample	140.00/ea
CTM 202 Batch Plant Gradation Report	50.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness (per Sieve)	150.00/ea
CTM 217 Sand Equivalent	120.00/ea

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CTM 226 Moisture Content of Aggregates by oven drying	50.00/ea
CTM 227 Cleanness Coarse Agg	200.00/ea
CTM 229 Durability Index	165.00/ea
CTM 234 - AASHTO T304 Fine Angularity	200.00/ea
CTM 235 - ASTM D4791 Flat and Elongated Particles	200.00/ea
CTM 303 Kc & Kf determination	300.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 AC Sample Preparation with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix (Cores and Briquettes)	50.00/ea
CTM 309 Theo Spec Gav Bit Mix	165.00/ea
CTM 366 Stabilometer Value (Set of 3)	310.00/ea
CTM 370 Moisture Content of Bit. Mix by Microwave	50.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1,800.00/ea
CTM 371 Tensile Strength Ratio Lab Mix with Lime Treat	2,000.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1,400.00/ea
CTM 382 Ignition Furnace Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration (1 per new source)	400.00/ea
CTM 382 Ignition Furnace Calibration with lime	500.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2, 3, & 4 - HMA Volumetrics (VMA, VFA, DP) Calculations Report	100.00/ea
LP-10 Sampling and Testing CRM	200.00/ea
ASTM D2974 Organic Matter	80.00/ea
ASTM D5334 Thermal Resistivity	600.00/ea
MARSHALL MIX DESIGN	
Marshall Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	300.00/ea
ASTM D2172 Extraction with Gradation	350.00/ea
ASTM D2041, D2172 Max. Specific Gravity of Bituminous Mix.	150.00/ea
AGGREGATES	
ASTM C88 Sodium or Magnesium Sulphate Soundness (per sieve size)	150.00/ea
ASTM C40 Injurious Impurity Matter	75.00/ea
ASTM C29 Unit Weight (aggregate)	80.00/ea
CTM 212 Unit Weight (aggregates)	80.00/ea
CTM 217 Sand Equivalent Test	120.00/ea
C128 Specific Gravity, Fine	120.00/ea
C127 Specific Gravity, Coarse	90.00/ea
C535 Los Angeles Rattler Test (500 revolutions)	Request Quote
CTM 227 Cleanness Value, Coarse Aggregate	200.00/ea
CTM 229 Durability Index: *Fine & Coarse Aggregate*	165.00/ea
C142 Percent Friable Particles	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
SOILS	
Atterberg Limit D4318	125.00/ea
Permeability Falling Head	280.00/ea
Specific Gravity Determination ASTM D854	90.00/ea

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C136 Sieve Analysis Fine	115.00/ea
C136 Sieve Analysis Course	
Wash 200 D1140	80.00/ea
Hydrometer ASTM D422	230.00/ea
Laboratory Maximum Dry Density/Optimum Moisture Content Determination	
4" mold AASHTO T99, ASTM D698	235.00/ea
6" mold AASHTO T99, ASTM D698	245.00/ea
4" mold AASHTO T180, ASTM D1557	235.00/ea
6" mold AASHTO T180, ASTM D1557	245.00/ea
CTM 216 Relative Compaction, Untreated and Treated Soils	220.00/ea
CTM 301 R-Value Untreated Samples	325.00/ea
CTM 301 R-Value Treated Samples	325.00/ea
pH Test	60.00/ea
pH-Lime Determination Test	175.00/ea
Resistivity and pH Test CTM 643	200.00/ea
Swell Test (Expansion Index) ASTM D4829	215.00/ea
CTM 373 Unconfined Compressive Lime treated Specimen	300.00/ea
Compressive Strength Cement	300.00/ea
Compressive Strength Lime	300.00/ea
Percent Lime/Cement Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1600.00/ea
Unconfined Compression Test ASTM D2166	120.00/ea
MASONRY BRICK/BLOCK/TILE	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests Masonry Core	145.00/ea
Compression Tests: (Same price for untested "hold" specimens)	
Compression Test Grout Molds	28.00/ea
Compression Test Mortar Cylinder	28.00/ea
Compression 2"x4" Cylinder Molds	8.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	185.00/ea
Concrete Masonry Unit: (Same price for untested "hold" specimens)	
Compression Test Masonry Unit 8"x8"x16"	185.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	185.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	420.00/ea
CONCRETE	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
Compression Test Concrete Cylinders *(same price for untested "hold" specimens)*	28.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea

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AND ASSOCIATES
A Terracon COMPANY

Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea
STEEL AWS/ASTM/ASME/ANSI/API	
Structural Steel	
Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
Welder Qualification and Weld Procedure Qualifications:	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea
NON-DESTRUCTIVE TESTING	
High Strength Bolt (HSB) Testing	140.00/hr
Bolt Pull/Load Testing	140.00/hr
Rebar Pull Testing	140.00/hr
Ceiling Wire Pull Testing	140.00/hr
NDT GPR	160.00/hr
Pachometer	140.00/hr
STANDARD POOL ENGINEERING SERVICES	
The fees quoted include response to plan check.	
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	135.00/ea
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan (Standard Plan include 2 sheets of plan and calculations)	350.00/ea
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Additional Plan Sheets	10.00/ea
Pool Vendor Remodel Plan	200.00/ea
Owner Builder Remodel Plan	500.00/ea
Commercial Pool Plan	Request Quote 1,500.00/min
Commerical/Vault Pool Plan	Request Quote 2,000.00/min
Standard Swimming Pool Detail	200.00/min
Custom Swimming Pool Detail	500.00/min
Standard Retaining Wall Design (30 inch maximum height)	250.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	200.00/ea
Consulting Letter	185.00/min
On-Site Steel and/or Excavation Observation	400.00/min

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

Patio Corner/Trellis Design	Request Quote 800.00/min
Forensic Site Visit	Request Quote 550.00/min
Full Service Aquatic Design	Request Quote
Treelake Schedule	175.00/set
Epoxy Injection	1,500/min first 10', 60.00/ft. after
MISCELLANEOUS	
Automobile Mileage	0.90/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Field Report Preparation	50.00/each
Pad Certification Report	150.00/each
Final Letter (Testing/Inspections)	200.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD – Prints	10.00/sheet

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303
50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697
5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324

Exhibit 1B

CONTRACT EXTENSION AGREEMENT

NEIL O. ANDERSON & ASSOCIATES
CONSTRUCTION TESTING AND INSPECTION SERVICES

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 29th day of ~~June~~ July, 2015, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and NEIL O. ANDERSON & ASSOCIATES, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into a Professional Services Agreement for Construction Testing and Inspection Services on Various City Projects on July 3, 2013.

2. TERM AND TERMS: The term of this Contract Extension Agreement shall commence July 1, 2015 and terminate June 30, 2016. The Scope of Service and Fee Schedule shall be amended as shown in Exhibit 1. All other terms and conditions will remain as set forth in the Professional Services Agreement for Construction Testing and Inspection Services on Various City Projects, attached hereto as Exhibit 2, and the and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, City and Contractor have executed this Contract Extension Agreement on the date and year first above written.

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

By: STEPHEN SCHWABAUER
City Manager

Attest:

JENNIFER M. FERRAIOLO, City Clerk

Approved as to Form:

for JANICE D. MAGDICH, City Attorney

NEIL O. ANDERSON & ASSOCIATES
hereinabove called "Contractor"

By: TROY M. SCHIESS
Title: PE, MATERIALS DEPARTMENT MANAGER

Exhibit 1

MEMORANDUM, City of Lodi, Public Works Department

To: Neil O. Anderson

From: Construction Project Manager

Date: May 22, 2015

Subject: Construction Testing and Inspection Services – Various City Projects

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Scope of Services:

The Scope of Services for the Professional Services Agreement shall be Construction Testing and Inspection Services as requested by the City of Lodi for Various City Projects including but not be limited to:

Cherokee Lane Improvements Project

Shady Acres Strom Pump Station

White Slough Digester 1 & 2 Lid Replacement Project

Lodi Lake Boat Ramp Improvements Project

2015 Alley Improvements Project

Lodi Shopping Center Public Improvements

Services for individual projects will be as requested by the City. Total contract services not-to-exceed $150,000.

City will provide copies of project documents to Neil O. Anderson & Associates as requested.

Gary R. Wiman
Construction Project Manager

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

20 May 2015

City of Lodi
Attn: Mr. Gary Wiman
PO Box 3006
Lodi, CA 95241
(209) 333-6706

Re: Proposal to Provide Construction Materials Testing & Inspection Services, MSA Extension

Dear Mr. Wiman:

Neil O. Anderson and Associates, A Terracon Company (NOA) is pleased to submit a proposal to provide materials testing and inspection services for various City of Lodi projects. We have extensive experience providing construction materials testing and inspection services.

NOA joined Terracon in April 2014. Founded in 1991 with offices based in Lodi, Sacramento, and Concord, California, NOA provides a wide range of engineering services including geotechnical, materials, foundation and structural engineering, geophysical exploration, environmental and geosciences, forensic investigations, pool engineering, and aquatic design. We continue to view our company as a vital and growing consulting firm of engineers and scientists, providing multiple related service lines to clients at local, regional, and national levels. All of our services are delivered on a timely basis with high value and attention to client needs.

Benefits to working with NOA include:

- ***Responsiveness:*** Acting quickly to meet your deadlines, our employee owners are always available to you. With convenient locations across the country, we're able to quickly mobilize a workforce to respond to accelerated schedules and your changing needs.
- ***Resourcefulness:*** Applying new processes, methodologies, and techniques allows us to take a proactive approach to solving project challenges and deliver your projects better and faster. With our nationwide network of offices, we can initiate services easily on one or multiple projects simultaneously.
- ***Reliability:*** With vast experience working in local conditions, Terracon is a dependable partner throughout the life of your project. We deliver practical and constructible solutions, while avoiding delays, surprises, and costly mistakes down the road.

We are confident that NOA will provide the City of Lodi with a high level of service and look forward to working with you. Should you have any questions regarding the attached proposal, please contact me at (209) 367-3701 or email me at troy.schiess@noanderson.com. Thank you for your time and consideration.

Sincerely,
Neil O. Anderson & Associates, Inc.; A Terracon Company

Troy M. Schiess, PE 71404
Materials Department Manager

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

2015 Schedule of Services and Fees (Continued)

ENGINEERING SERVICES

Senior Principal Engineer	250.00/hr
Principal Engineer/Geologist	225.00/hr
Associate Engineer/Geologist	190.00/hr
Senior Engineer / Geologist / Scientist	175.00/hr
Project Engineer / Geologist/ Scientist	165.00/hr
Staff Engineer / Geologist / Scientist	135.00/hr
Expert Consulting	275.00/hr
Expert Testimony	495.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	85.00/hr
AC/Soils Inspector with Nuclear Gauge	89.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	105.00/hr
DSA Masonry Inspector	105.00/hr
CAD Designer	100.00/hr
CAD Drafter	88.00/hr
Accountant	95.00/hr
Administrative Assistant	65.00/hr

HOT MIX ASPHALT (HMA) SERVICES

HMA Placement Inspector	92.00/hr
HMA Density Process Control	92.00/hr
HMA Density Cores	110.00/hr
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HMA Design Review	200.00/ea
Lead Project Inspector	Request Quote
Building/Construction Project Inspector	Request Quote
Caltrans Certified Laboratory Technician	92.00/hr
CTM125 Sample Hwy Material	92.00/hr
Quality Control Manager	150.00/hr
Quality Control Plan	500.00/ea

EXPLORATION

GEOPHYSICAL

Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
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Post Processing and Analysis	165.00/hr

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Drilling/Sampling (Simco 2400 and Mobile B24 truck mounted, Minute Man, 2 person crew)	225.00/hr
Drilling/Sampling (CME75 Auger)	285.00/hr
Drilling/Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote
Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	135.00/hr

902 Industrial Way Lodi, CA 95240 ♦ 50 Goldenland Ct #100 Sacramento, CA 95834 ♦ 5075 Commercial Circle Unit E Concord, CA 94520

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

2015 Schedule of Services and Fees (Continued)

Coring 1 Man Crew w/o Trailer (Quote will be given upon request for second operator)	145.00/hr
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2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-Ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Drums	75.00/ea
Drilling Supplies	Cost + 25%
Laboratory Analysis	Cost + 30%

GEOTECHNICAL SOILS AND AGGREGATES

Direct Shear Test:	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
Triaxial Compression Test	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
Consolidation Test:	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea

LABORATORY

HOT MIX ASPHALT (HMA)

Job Mix Formula (Reduced Rate for Multiple JMF's)	Request Quote
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	75.00/ea
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CTM 205 Determining % Crushed Particles	185.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness (per Sieve)	150.00/ea
CTM 217 Sand Equivalent	140.00/ea
CTM 226 Moisture Content of Aggregates by oven drying	40.00/ea
CTM 227 Cleanness Coarse Agg	165.00/ea

NEIL O. ANDERSON AND ASSOCIATES

A Terracon COMPANY

2015 Schedule of Services and Fees (Continued)

CTM 229 Durability Index	200.00/ea
CTM 234 - AASHTO T304 Fine Angularity	200.00/ea
CTM 235 - ASTM D4791 Flat and Elongated Particles	200.00/ea
CTM 304 AC Sample Preparation	50.00/ea
CTM 308 Bulk Spec Grav Bit Mix (Cores and Briquettes)	30.00/ea
CTM 309 Theo Spec Gav Bit Mix	165.00/ea
CTM 366 Stabilometer Value (Set of 3)	300.00/ea
CTM 370 Moisture Content of Bit. Mix by Microwave	50.00/ea
CTM 371 Tensile Strength Ratio Field Mix	850.00/ea
CTM 382 Ignition Furnace Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration (1 per new source)	400.00/ea
CTM 382 Ignition Furnace Calibration with lime	500.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2, 3, & 4 - HMA Volumetrics (VMA, VFA, DP) Calculations Report	75.00/ea
LP-10 Sampling and Testing CRM	200.00/ea
ASTM D2974 Organic Matter	80.00/ea
ASTM D5334 Thermal Resistivity	600.00/ea
MARSHALL MIX DESIGN	
Marshall Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	30.00/ea
ASTM D2172 Extraction	300.00/ea
ASTM D2172 Extraction with Gradation	440.00/ea
ASTM D2041, D2172 Max. Specific Gravity of Bituminous Mix.	150.00/ea
AGGREGATES	
ASTM C88 Sodium or Magnesium Sulphate Soundness (per sieve size)	135.00/ea
ASTM C40 Injurious Impurity Matter	75.00/ea
ASTM C29 Unit Weight (aggregate)	80.00/ea
CTM 212 Unit Weight (aggregates)	80.00/ea
CTM 217 Sand Equivalent Test	120.00/ea
C128 Specific Gravity, Fine	70.00/ea
C127 Specific Gravity, Coarse	90.00/ea
C535 Los Angeles Rattler Test (500 revolutions)	300.00/ea
CTM 227 Cleanness Value, Coarse Aggregate	165.00/ea
CTM 229 Durability Index: *Fine & Coarse Aggregate*	200.00/ea
C142 Percent Friable Particles	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
SOILS	
Atterberg Limit D4318	125.00/ea
Permeability Falling Head	280.00/ea
Specific Gravity Determination ASTM D854	90.00/ea
C136 Sieve Analysis Fine	115.00/ea
C136 Sieve Analysis Course	
Wash 200 D1140	80.00/ea
Hydrometer ASTM D422	230.00/ea

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

2015 Schedule of Services and Fees (Continued)

Laboratory Maximum Dry Density/Optimum Moisture Content Determination	
4" mold AASHTO T99, ASTM D698	235.00/ea
6" mold AASHTO T99, ASTM D698	245.00/ea
4" mold AASHTO T180, ASTM D1557	235.00/ea
6" mold AASHTO T180, ASTM D1557	245.00/ea
CTM 216 Relative Compaction, Untreated and Treated Soils	220.00/ea
CTM 301 R-Value Untreated Samples	325.00/ea
CTM 301 R-Value Treated Samples	325.00/ea
pH Test	60.00/ea
pH-Lime Determination Test	175.00/ea
Resistivity and pH Test CTM 643	200.00/ea
Swell Test (Expansion Index) ASTM D4829	215.00/ea
CTM 373 Unconfined Compressive Lime treated Specimen	300.00/ea
Compressive Strength Cement	300.00/ea
Compressive Strength Lime	300.00/ea
Percent Lime/Cement Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1600.00/ea
Unconfined Compression Test ASTM D2166	120.00/ea
MASONRY BRICK/BLOCK/TILE	
Compression Tests on Core Specimens (Includes prep) ASTM C42	75.00/ea
Shear Tests Masonry Core	145.00/ea
Compression Tests: (Same price for untested "hold" specimens)	
Compression Test Grout Molds	28.00/ea
Compression Test Mortar Cylinder	28.00/ea
Compression 2"x4" Cylinder Molds	15.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	185.00/ea
Concrete Masonry Unit: (Same price for untested "hold" specimens)	
Compression Test Masonry Unit 8"x8"x16"	185.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	185.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	420.00/ea
CONCRETE	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
Compression Test Concrete Cylinders *(same price for untested "hold" specimens)*	28.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	75.00/ea
Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

2015 Schedule of Services and Fees (Continued)

STEEL AWS/ASTM/ASME/ANSI/API

Structural Steel

Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
Welder Qualification and Weld Procedure Qualifications:	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea

NON-DESTRUCTIVE TESTING

High Strength Bolt (HSB) Testing	125.00/hr
Bolt Pull/Load Testing	115.00/hr
Rebar Pull Testing	115.00/hr
Ceiling Wire Pull Testing	140.00/hr
NDT GPR (for reinforcement locating only, other uses refer to Geophysical services)	165.00/hr
Pachometer	140.00/hr

STANDARD POOL ENGINEERING SERVICES

The fees quoted include response to plan check.

Remodel Plan [Engineer site visit may be required]	800.00/min
Remodel Pool Plan (typical in-ground) [Engineer excavation inspection required]	800.00/min
Residential Pool Plan (drilled piers) [Geotechnical investigation report required]	Request Quote 3,100.00/min
Commercial Pool Plan (typical in-ground) [Geotechnical investigation report required]	Request Quote 1,500.00/min
Commercial Pool Plan (drilled pier) [Geotechnical investigation report required]	Request Quote 3,500.00/min
Commercial/Vault Pool Plan	Request Quote 2,000.00/min
On-Site Steel and/or Excavation Observation	400.00/min
Custom Swimming Pool Detail	500.00/min
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	200.00/ea
Structural Design Computation copies	20.00/ea
Additional Plan Sheets	15.00/ea
Consulting Letter	185.00/min
Patio Corner/Trellis Design	Request Quote 900.00/min
Forensic Site Visit	Request Quote 600.00/min
Full Service Aquatic Design	Request Quote
Epoxy Injection	1,800/min first 10', 60.00/ft. after

902 Industrial Way Lodi, CA 95240 ♦ 50 Goldenland Ct #100 Sacramento, CA 95834 ♦ 5075 Commercial Circle Unit E Concord, CA 94520

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

2015 Schedule of Services and Fees (Continued)

MISCELLANEOUS

Automobile Mileage	0.90/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Field Report Preparation	50.00/each
Pad Certification Report	150.00/each
Final Letter (Testing/Inspections)	200.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD – Prints	10.00/sheet

902 Industrial Way Lodi, CA 95240 ♦ 50 Goldenland Ct #100 Sacramento, CA 95834 ♦ 5075 Commercial Circle Unit E Concord, CA 94520

Exhibit 2

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on July 3, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON & ASSOCIATES (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 Construction Testing and Inspection Services on Various City Projects (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, 2014, 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 three (3) 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), 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: Gary Wiman

To CONTRACTOR: Neil O. Anderson & Associates
902 Industrial Way
Lodi, CA 95240
Attn: Garrett Hubbart

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

By:

NEIL O. ANDERSON & ASSOCIATES

By:
Name:
Title: GARRET HUBBARD, CEO

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source:Various Capital Accounts
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\NeilOAnderson2013

CA:rev.01.2012

6231(1)

CONTRACT EXTENSION AGREEMENT

NEIL O. ANDERSON & ASSOCIATES
CONSTRUCTION TESTING AND INSPECTION SERVICES

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 4 day of June, 2014, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and NEIL O. ANDERSON & ASSOCIATES, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into a Professional Services Agreement for Construction Testing and Inspection Services on Various City Projects on July 3, 2013.

2. TERM AND TERMS: The term of this Contract Extension Agreement shall commence July 1, 2014 and terminate June 30, 2015. The Scope of Service and Fee Schedule shall be amended as shown in Exhibit 2. All other terms and conditions will remain as set forth in the Professional Services Agreement for Construction Testing and Inspection Services on Various City Projects, attached hereto as Exhibit 1 and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, City and Contractor have executed this Contract Extension Agreement on the date and year first above written.

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

By: STEPHEN SCHWABAUER
Interim City Manager

Attest:

RANDI JOHL-OLSON, City Clerk

Approved as to Form:

JANICE D. MAGDICH, Interim City Attorney

NEIL O. ANDERSON & ASSOCIATES
hereinabove called "Contractor"

By:
Title: PRINCIPAL
GARRET HUBBARD

Exhibit 2

MEMORANDUM, City of Lodi, Public Works Department

To: Neil O. Anderson

From: Construction Project Manager

Date: May 21, 2014

Subject: Construction Testing and Inspection Services – Various City Projects

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Scope of Services:

The Scope of Services for the Professional Services Agreement shall be Construction Testing and Inspection Services as requested by the City of Lodi for Various City Projects including but not be limited to:

Turner Road Overlay Project

Sacramento Street Improvements

Fire Staion #3 Parking Lot Improvements

White Slough WPCF Control Building Remodel/Addition Project

2014 Alley Improvements Project

2014 Church Street Parking Lot ADA Phase 3 Project

Services for individual projects will be as requested by the City. Total contract services not-to-exceed $150,000.

City will provide copies of project documents to Neil O. Anderson & Associates as requested.

Gary R. Wiman
Construction Project Manager

K:\WP\PROJECTS\NOA SCOPE OF SERVICES MEMO 2014-2015.DOC

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

2014 SCHEDULE OF FEES
TERMS OF PAYMENT AND CHARGES

TERMS OF PAYMENT

· Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

MISCELLANEOUS CHARGES

· All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional $10.00 per hour to expedite.

HOURLY CHARGES

· Time shall be charged in 2, 4 and 8-hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Structural steel, masonry, and welding inspections shall be charged in 4 and 8-hour increments with a 4 hour minimum. Weekends and holidays will be charged in 4 and 8 hour increments.

OVERTIME

· Time worked in excess of 8 hours per day and Saturdays will be charged at one and one half times the hourly rate. Two times the hourly rate will be charged for Holidays, Sundays and for Saturdays after 8 hours.
**Overtime and Double time rates will be applied per the California labor law.*

PREMIUM TIME

· An additional rate of $10.00 per hour will be charged for work performed before 6am or after 5pm.

PREVAILING WAGE

· In accordance with California Prevailing Wage Law and Federal Davis Bacon Law, a surcharge of $25.00 may be applied per hour for publicly funded projects. A wage differential of $35.00 per hour may be charged for hours worked before 4 am and after 2 pm. These rates may vary depending on where and what type of work will be performed.

INSURANCE

· Neil O. Anderson & Associates, Inc. carries coverage in excess of all insurance required by law. Additional costs for extra insurance certificates, co-insurance endorsements, or additional insurance or bonds will be charged to the client at cost plus 20%.

New clients may be subject to payment prior to receipt of report. All clients may be subject to a prepayment before initializing our work.

This fee schedule may be changed without notice.

NEIL O. ANDERSON
AND ASSOCIATES
A Terracon COMPANY

2014 SCHEDULE OF FEES

(FOR CUSTOMER REF ONLY)

ENGINEERING SERVICES	
Senior Principal Engineer	250.00/hr
Principal Engineer/Geologist	225.00/hr
Associate Engineer/Geologist	185.00/hr
Senior Engineer / Geologist / Scientist	170.00/hr
Project Engineer / Geologist/ Scientist	160.00/hr
Staff Engineer / Geologist / Scientist	135.00/hr
Expert Consulting	275.00/hr
Expert Testimony	495.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	85.00/hr
AC/Soils Inspector with Nuclear Gauge	89.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	100.00/hr
DSA Masonry Inspector	100.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr
HOT MIX ASPHALT (HMA) SERVICES	
HMA Placement Inspector	98.00/hr
HMA Density Process Control	92.00/hr
HMA Density Cores	110.00/hr
HMA Data Cores	110.00/hr
HMA Production Inspector	92.00/hr
HMA Design Review	200.00/ea
Lead Project Inspector	Request Quote
Building/Construction Project Inspector	Request Quote
Caltrans Certified Laboratory Technician	92.00/hr
CTM125 Sample Hwy Material	92.00/hr
Quality Control Manager	175.00/hr
Quality Control Plan	800.00/ea
EXPLORATION	
GEOPHYSICAL	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	170.00/hr
Post Processing and Analysis	160.00/hr
DRILLING	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	285.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote

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Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	135.00/hr
Coring 1 Man Crew w/o Trailer (Quote will be given upon request for second operator)	145.00/hr
Coring 1 Man Crew w/Trailer (Quote will be given upon request for second operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-Ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Drums	75.00/ea
Drilling Supplies	Cost + 20%
Laboratory Analysis	Cost + 20%
GEOTECHNICAL SOILS AND AGGREGATES	
Direct Shear Test:	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
Triaxial Compression Test	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
Consolidation Test:	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea
LABORATORY	
HOT MIX ASPHALT (HMA)	
Job Mix Formula (Reduced Rate for Multiple JMF's)	Request Quote
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Ignition Sample	140.00/ea
CTM 202 Batch Plant Gradation Report	50.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness (per Sieve)	150.00/ea
CTM 217 Sand Equivalent	120.00/ea

CTM 226 Moisture Content of Aggregates by oven drying	50.00/ea
CTM 227 Cleanness Coarse Agg	200.00/ea
CTM 229 Durability Index	165.00/ea
CTM 234 - AASHTO T304 Fine Angularity	200.00/ea
CTM 235 - ASTM D4791 Flat and Elongated Particles	200.00/ea
CTM 303 Kc & Kf determination	300.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 AC Sample Preparation with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix (Cores and Briquettes)	50.00/ea
CTM 309 Theo Spec Gav Bit Mix	165.00/ea
CTM 366 Stabilometer Value (Set of 3)	310.00/ea
CTM 370 Moisture Content of Bit. Mix by Microwave	50.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1,800.00/ea
CTM 371 Tensile Strength Ratio Lab Mix with Lime Treat	2,000.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1,400.00/ea
CTM 382 Ignition Furnace Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration (1 per new source)	400.00/ea
CTM 382 Ignition Furnace Calibration with lime	500.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2, 3, & 4 - HMA Volumetrics (VMA, VFA, DP) Calculations Report	100.00/ea
LP-10 Sampling and Testing CRM	200.00/ea
ASTM D2974 Organic Matter	80.00/ea
ASTM D5334 Thermal Resistivity	600.00/ea
MARSHALL MIX DESIGN	
Marshall Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	300.00/ea
ASTM D2172 Extraction with Gradation	350.00/ea
ASTM D2041, D2172 Max. Specific Gravity of Bituminous Mix.	150.00/ea
AGGREGATES	
ASTM C88 Sodium or Magnesium Sulphate Soundness (per sieve size)	150.00/ea
ASTM C40 Injurious Impurity Matter	75.00/ea
ASTM C29 Unit Weight (aggregate)	80.00/ea
CTM 212 Unit Weight (aggregates)	80.00/ea
CTM 217 Sand Equivalent Test	120.00/ea
C128 Specific Gravity, Fine	120.00/ea
C127 Specific Gravity, Coarse	90.00/ea
C535 Los Angeles Rattler Test (500 revolutions)	Request Quote
CTM 227 Cleanness Value, Coarse Aggregate	200.00/ea
CTM 229 Durability Index: *Fine & Coarse Aggregate*	165.00/ea
C142 Percent Friable Particles	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
SOILS	
Atterberg Limit D4318	125.00/ea
Permeability Falling Head	280.00/ea
Specific Gravity Determination ASTM D854	90.00/ea

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C136 Sieve Analysis Fine	115.00/ea
C136 Sieve Analysis Course	
Wash 200 D1140	80.00/ea
Hydrometer ASTM D422	230.00/ea
Laboratory Maximum Dry Density/Optimum Moisture Content Determination	
4" mold AASHTO T99, ASTM D698	235.00/ea
6" mold AASHTO T99, ASTM D698	245.00/ea
4" mold AASHTO T180, ASTM D1557	235.00/ea
6" mold AASHTO T180, ASTM D1557	245.00/ea
CTM 216 Relative Compaction, Untreated and Treated Soils	220.00/ea
CTM 301 R-Value Untreated Samples	325.00/ea
CTM 301 R-Value Treated Samples	325.00/ea
pH Test	60.00/ea
pH-Lime Determination Test	175.00/ea
Resistivity and pH Test CTM 643	200.00/ea
Swell Test (Expansion Index) ASTM D4829	215.00/ea
CTM 373 Unconfined Compressive Lime treated Specimen	300.00/ea
Compressive Strength Cement	300.00/ea
Compressive Strength Lime	300.00/ea
Percent Lime/Cement Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1600.00/ea
Unconfined Compression Test ASTM D2166	120.00/ea
MASONRY BRICK/BLOCK/TILE	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests Masonry Core	145.00/ea
Compression Tests: (Same price for untested "hold" specimens)	
Compression Test Grout Molds	28.00/ea
Compression Test Mortar Cylinder	28.00/ea
Compression 2"x4" Cylinder Molds	8.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	185.00/ea
Concrete Masonry Unit: (Same price for untested "hold" specimens)	
Compression Test Masonry Unit 8"x8"x16"	185.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	185.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	420.00/ea
CONCRETE	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
Compression Test Concrete Cylinders *(same price for untested "hold" specimens)*	28.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea

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Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea
STEEL AWS/ASTM/ASME/ANSI/API	
Structural Steel	
Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
Welder Qualification and Weld Procedure Qualifications:	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea
NON-DESTRUCTIVE TESTING	
High Strength Bolt (HSB) Testing	140.00/hr
Bolt Pull/Load Testing	140.00/hr
Rebar Pull Testing	140.00/hr
Ceiling Wire Pull Testing	140.00/hr
NDT GPR	160.00/hr
Pachometer	140.00/hr
STANDARD POOL ENGINEERING SERVICES	
The fees quoted include response to plan check.	
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	135.00/ea
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan (Standard Plan include 2 sheets of plan and calculations)	350.00/ea
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Additional Plan Sheets	10.00/ea
Pool Vendor Remodel Plan	200.00/ea
Owner Builder Remodel Plan	500.00/ea
Commercial Pool Plan	Request Quote 1,500.00/min
Commerical/Vault Pool Plan	Request Quote 2,000.00/min
Standard Swimming Pool Detail	200.00/min
Custom Swimming Pool Detail	500.00/min
Standard Retaining Wall Design (30 inch maximum height)	250.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	200.00/ea
Consulting Letter	185.00/min
On-Site Steel and/or Excavation Observation	400.00/min

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Patio Corner/Trellis Design	Request Quote 800.00/min
Forensic Site Visit	Request Quote 550.00/min
Full Service Aquatic Design	Request Quote
Treelake Schedule	175.00/set
Epoxy Injection	1,500/min first 10', 60.00/ft. after
MISCELLANEOUS	
Automobile Mileage	0.90/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Field Report Preparation	50.00/each
Pad Certification Report	150.00/each
Final Letter (Testing/Inspections)	200.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD – Prints	10.00/sheet

Exhibit 2

Terracon | 50 YEARS 1965 | 2015

Schedule of Services and Fees
Environmental, Geotechnical, Structural, Pool Engineering, Aquatic Design, and Materials Services

TERMS OF PAYMENT AND CHARGES

TERMS OF PAYMENT

Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

MISCELLANEOUS CHARGES

All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional $10.00 per hour to expedite.

HOURLY CHARGES

Time shall be charged in 2 hour increments for ACI certified field inspections and observation. ICC, structural steel, masonry, and welding inspections shall be charged in 4 hour increments. Weekends and holidays will be charged in 4 and 8 hour increments. All time shall be billed from portal to portal.

OVERTIME

Time worked in excess of 8 hours per day and Saturdays will be charged at one and one half times the hourly rate. Two times the hourly rate will be charged for Holidays, Sundays and for Saturdays after 8 hours.
**Overtime and Double time rates will be applied per the California labor law.*

PREMIUM TIME

An additional rate of $10.00 per hour will be charged for work performed before 6am or after 5pm.

PREVAILING WAGE

In accordance with California Prevailing Wage Law and Federal Davis Bacon Law, a surcharge of $35.00 may be applied per hour for publicly funded projects. A wage differential of $45.00 per hour may be charged for hours worked before 4 am and after 2 pm. These rates may vary depending on where and what type of work will be performed.

INSURANCE

Terracon carries coverage in excess of all insurance required by law. Additional costs for extra insurance certificates, co-insurance endorsements, or additional insurance or bonds will be charged to the client at cost plus 20%.

New clients may be subject to payment prior to receipt of report. All clients may be subject to a prepayment before initializing our work.

This fee schedule may be changed without notice.

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Schedule of Services and Fees (Continued)

ENGINEERING SERVICES

Senior Principal Engineer	250.00/hr
Principal Engineer/Geologist	225.00/hr
Associate Engineer/Geologist	195.00/hr
Senior Engineer / Geologist / Scientist	175.00/hr
Project Engineer / Geologist/ Scientist	165.00/hr
Staff Engineer / Geologist / Scientist	135.00/hr
Expert Consulting	275.00/hr
Expert Testimony	495.00/hr
Asphalt Concrete Consulting	145.00/hr
ACI Technician (Epoxy and Sampling only)	86.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	92.00/hr
AC/Soils Inspector	89.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	105.00/hr
DSA Masonry Inspector	105.00/hr
CAD Designer	100.00/hr
CAD Drafter	88.00/hr
Accountant	95.00/hr
Administrative Assistant	65.00/hr

HOT MIX ASPHALT (HMA) SERVICES

HMA Placement Inspector	92.00/hr
HMA Density Process Control	92.00/hr
HMA Density Cores	110.00/hr
HMA Data Cores	110.00/hr
HMA Production Inspector	92.00/hr
HMA Design Review	200.00/ea
Lead Project Inspector	Request Quote
Building/Construction Project Inspector	Request Quote
Caltrans Certified Laboratory Technician	92.00/hr
CTM125 Sample Hwy Material	92.00/hr
Quality Control Manager	150.00/hr
Quality Control Plan	500.00/ea

EXPLORATION

GEOPHYSICAL

Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	185.00/hr
Post Processing and Analysis	165.00/hr

DRILLING

Drilling/Sampling (Track mounted rigs, 2-person crew)	275.00/hr
Drilling/Sampling (Simco 2400 and Mobile B24 truck mounted, Minute Man, 2 person crew)	225.00/hr
Drilling/Sampling (CME75 Auger)	285.00/hr
Drilling/Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote
Borehole Grouting	285.00/hr

Schedule of Services and Fees (Continued)

Hand-Auger Soil Sample (1-person Crew)	135.00/hr
Coring 1 Man Crew w/o Trailer (Quote will be given upon request for second operator)	145.00/hr
Coring 1 Man Crew w/Trailer (Quote will be given upon request for second operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Drums	75.00/ea
Drilling Supplies	Cost + 25%
Laboratory Analysis	Cost + 30%

GEOTECHNICAL SOILS AND AGGREGATES

Direct Shear Test:	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
Triaxial Compression Test	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
Consolidation Test:	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea

LABORATORY

HOT MIX ASPHALT (HMA)

Job Mix Formula (Reduced Rate for Multiple JMF's)	Request Quote
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	75.00/ea
CTM 202 Sieve Ignition Sample	140.00/ea
CTM 202 Batch Plant Gradation Report	50.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	185.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness (per Sieve)	150.00/ea
CTM 217 Sand Equivalent	140.00/ea
CTM 226 Moisture Content of Aggregates by oven drying	40.00/ea

Schedule of Services and Fees (Continued)

CTM 227 Cleanness Coarse Agg	165.00/ea
CTM 229 Durability Index	200.00/ea
CTM 234 - AASHTO T304 Fine Angularity	200.00/ea
CTM 235 - ASTM D4791 Flat and Elongated Particles	200.00/ea
CTM 304 AC Sample Preparation	50.00/ea
CTM 308 Bulk Spec Grav Bit Mix (Cores and Briquettes)	30.00/ea
CTM 309 Theo Spec Gav Bit Mix	165.00/ea
CTM 366 Stabilometer Value (Set of 3)	300.00/ea
CTM 370 Moisture Content of Bit. Mix by Microwave	50.00/ea
CTM 371 Tensile Strength Ratio Field Mix	850.00/ea
CTM 382 Ignition Furnace Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration (1 per new source)	400.00/ea
CTM 382 Ignition Furnace Calibration with lime	500.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2, 3, & 4 - HMA Volumetrics (VMA, VFA, DP) Calculations Report	75.00/ea
LP-10 Sampling and Testing CRM	200.00/ea
ASTM D2974 Organic Matter	80.00/ea
ASTM D5334 Thermal Resistivity	600.00/ea
MARSHALL MIX DESIGN	
Marshall Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	30.00/ea
ASTM D2172 Extraction	300.00/ea
ASTM D2172 Extraction with Gradation	440.00/ea
ASTM D2041, D2172 Max. Specific Gravity of Bituminous Mix.	150.00/ea
AGGREGATES	
ASTM C88 Sodium or Magnesium Sulphate Soundness (per sieve size)	135.00/ea
ASTM C40 Injurious Impurity Matter	75.00/ea
ASTM C29 Unit Weight (aggregate)	80.00/ea
CTM 212 Unit Weight (aggregates)	80.00/ea
CTM 217 Sand Equivalent Test	120.00/ea
C128 Specific Gravity, Fine	70.00/ea
C127 Specific Gravity, Coarse	90.00/ea
C535 Los Angeles Rattler Test (500 revolutions)	300.00/ea
CTM 227 Cleanness Value, Coarse Aggregate	165.00/ea
CTM 229 Durability Index: *Fine & Coarse Aggregate*	200.00/ea
C142 Percent Friable Particles	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
SOILS	
Atterberg Limit D4318	125.00/ea
Permeability Falling Head	280.00/ea
Specific Gravity Determination ASTM D854	90.00/ea
C136 Sieve Analysis Fine	115.00/ea
C136 Sieve Analysis Course	
Wash 200 D1140	80.00/ea
Hydrometer ASTM D422	230.00/ea

Schedule of Services and Fees (Continued)

Laboratory Maximum Dry Density/Optimum Moisture Content Determination	
4" mold AASHTO T99, ASTM D698	235.00/ea
6" mold AASHTO T99, ASTM D698	245.00/ea
4" mold AASHTO T180, ASTM D1557	235.00/ea
6" mold AASHTO T180, ASTM D1557	245.00/ea
CTM 216 Relative Compaction, Untreated and Treated Soils	220.00/ea
CTM 301 R-Value Untreated Samples	325.00/ea
CTM 301 R-Value Treated Samples	325.00/ea
pH Test	60.00/ea
pH-Lime Determination Test	175.00/ea
Resistivity and pH Test CTM 643	200.00/ea
Swell Test (Expansion Index) ASTM D4829	215.00/ea
CTM 373 Unconfined Compressive Lime treated Specimen	300.00/ea
Compressive Strength Cement	300.00/ea
Compressive Strength Lime	300.00/ea
Percent Lime/Cement Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1600.00/ea
Unconfined Compression Test ASTM D2166	120.00/ea
MASONRY BRICK/BLOCK/TILE	
Compression Tests on Core Specimens (includes prep) ASTM C42	75.00/ea
Shear Tests Masonry Core	145.00/ea
Compression Tests: (Same price for untested "hold" specimens)	
Compression Test Grout Molds	28.00/ea
Compression Test Mortar Cylinder	28.00/ea
Compression 2"x4" Cylinder Molds	15.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	185.00/ea
Concrete Masonry Unit: (Same price for untested "hold" specimens)	
Compression Test Masonry Unit 8"x8"x16"	185.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	185.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	420.00/ea
CONCRETE	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
Compression Test Concrete Cylinders *(same price for untested "hold" specimens)*	28.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	75.00/ea
Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea

STEEL AWS/ASTM/ASME/ANSI/API

Structural Steel

Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench/Impact Wrench Calibration, Skidmore-Wilhelm	320.00/ea
HSB Assembly Torque Determination, Skidmore-Wilhelm	320.00/set
Welder Qualification and Weld Procedure Qualifications:	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea

NON-DESTRUCTIVE TESTING

High Strength Bolt (HSB) Testing	125.00/hr
Bolt Pull/Load Testing	115.00/hr
Rebar Pull Testing	115.00/hr
Ceiling Wire Pull Testing	140.00/hr
NDT GPR (for reinforcement locating only, other uses refer to Geophysical services)	165.00/hr
Pachometer	140.00/hr

STANDARD POOL ENGINEERING SERVICES

The fees quoted include response to plan check.

Remodel Plan [Engineer site visit may be required]	800.00/min
Remodel Pool Plan (typical in-ground) [Engineer excavation inspection required]	800.00/min
Residential Pool Plan (drilled piers) [Geotechnical investigation report required]	Request Quote 3,100.00/min
Commercial Pool Plan (typical in-ground) [Geotechnical investigation report required]	Request Quote 1,500.00/min
Commercial Pool Plan (drilled pier) [Geotechnical investigation report required]	Request Quote 3,500.00/min
Commercial/Vault Pool Plan	Request Quote 2,000.00/min
On-Site Steel and/or Excavation Observation	400.00/min
Custom Swimming Pool Detail	500.00/min
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	200.00/ea
Structural Design Computation copies	20.00/ea
Additional Plan Sheets	15.00/ea
Consulting Letter	185.00/min
Patio Corner/Trellis Design	Request Quote 900.00/min
Forensic Site Visit	Request Quote 600.00/min
Full Service Aquatic Design	Request Quote
Epoxy Injection	1,800/min first 10', 60.00/ft. after

Schedule of Services and Fees (Continued)

MISCELLANEOUS

Automobile Mileage	0.90/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
PM/PE Review/Admin Support (per report)	90.00/each
Pad Certification Report	150.00/each
Final Letter (Testing/Inspections)	200.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD – Prints	10.00/sheet

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT WITH NEIL O. ANDERSON & ASSOCIATES, INC., TO TERRACON, INC., OF LODI, CALIFORNA, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH TERRACON, INC., FORMERLY KNOWN AS NEIL O. ANDERSON & ASSOCIATES, INC., OF LODI

==========

WHEREAS, on June 19, 2013, the City Council approved a Professional Services Agreement with Neil O. Anderson & Associates, Inc., to provide construction testing and inspection services with three optional one-year extensions; and

WHEREAS, Neil O. Anderson & Associates, Inc., wishes to assign the Professional Services Agreement to Terracon, Inc., of Lodi, CA ; and

WHEREAS, Amendment No. 1 will extend the agreement through June 30, 2017, add additional funding in the amount of $50,000 to the existing not-to-exceed amount, for a total not-to-exceed amount of $200,000 , amend the fee schedule, and assign the Professional Services Agreement to Terracon, Inc., who has acquired Neil O. Anderson & Associates, Inc; and

WHEREAS, staff recommends that the City Council approve the assignment of the Professional Services Agreement to Terracon, Inc., who has acquired Neil O. Anderson & Associates, Inc.; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Terracon, Inc., formerly known as Neil O. Anderson & Associates, Inc., of Lodi, for construction testing and inspection services, in the amount of $50,000 for fiscal year 2016-2017.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the assignment of the Professional Services Agreement to Terracon, Inc., who has acquired Neil O. Anderson & Associates, Inc.; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Terracon, Inc., formerly known as Neil O. Anderson & Associates, Inc., of Lodi, for construction testing and inspection services, in the amount of $50,000 for fiscal year 2016-2017.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-13

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Ratifying the Lodi Police Department's Application Submission for Lodi's Share of the 2016 Edward Byrne Memorial Justice Assistance Grant ($22,863)

MEETING DATE: July 6, 2016

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution ratifying the Lodi Police Department's application submission for Lodi's share of the 2016 Edward Byrne Memorial Justice Assistance Grant ($22,863).

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 process requires the City Council to authorize the acceptance of funds and approve the proposed expenditures for the City of Lodi. The grant application deadline was June 30, 2016. The grant application was processed prior to the deadline; however, the department was unable to take the item to Council prior to June 30. Staff requests Council ratify the submission of the JAG application submission.

It is proposed that the funding be used to fund a portion of cost for the following equipment:

- Replacement of service handguns $22,863

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: 212990000.77020 Local Law Enforcement BG Capitol Projects

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Tod Patterson
Chief of Police

Prepared by: Paula O'Keefe, Management Analyst

APPROVED: _____
Steve Schwabauer, City Manager

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
RATIFYING THE LODI POLICE DEPARTMENT'S
APPLICATION SUBMISSION FOR LODI'S SHARE OF
THE 2016 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT

==========

WHEREAS, the Lodi Police Department annually receives a portion of the 2016 Edward Byrne Memorial Assistance Grant through the Bureau of Justice Assistance for technology program activities and equipment expenditures; and

WHEREAS, the Lodi Police Department applied for the grant offered by the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the amount of $22,863 on June 30, 2016; and

WHEREAS, because the grant application had to be submitted by the June 30, 2016 deadline, the Police Department now respectfully requests that the City Council ratify the application submission for Lodi's share of the 2016 Edward J Byrne Justice Memorial Justice Assistance Grant (JAG).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby ratify the Lodi Police Department's application for 2016 Edward Byrne Memorial Assistance Grant funds in the amount of $22,863, from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to support technology program activities and safety equipment needs.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, 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
™

AGENDA TITLE: Authorize City Manager to Apply for a Community Grant from Wal-Mart

MEETING DATE: July 06, 2016

PREPARED BY: Larry Rooney, Fire Chief

RECOMMENDED ACTION: Authorize the City Manager to apply for a community grant from Wal-Mart.

BACKGROUND INFORMATION: In a continuous effort to support the communities in which they do business, Wal-Mart offers community grants in the form of in-kind and cash. Wal-Mart globally gave $1.4 billion in cash and in-kind contributions in 2015. This was achieved one grant and one community at a time.

Because we are not a non-profit organization and have not been recipients of a grant in the past, the grant process requires the City of Lodi to produce an affidavit indicating we are in fact a City in the State of California. The donation (unknown amount) will be received the morning of its Lodi grand opening on July 13, 2016. The money will be used to further the renovations of the Santa Truck and purchase additional Vial of Life packets. The Vial of Life is a program that allows people to document vital medical information for use by emergency medical providers in the event they are unable to communicate.

FISCAL IMPACT: Acceptance of these grant funds will assist us in public relations/outreach as well as emergency medical delivery.

FUNDING AVAILABLE: The Santa Truck is funded through donations which provide relief to our budget. The Vial of Life program would cost us approximately $200 for Fiscal Year 2016/17.

_____
Larry Rooney
Fire Chief

APPROVED: _____
Stephen Schwabauer, City Manager

CITY COUNCIL

MARK CHANDLER, Mayor
DOUG KUEHNE,
Mayor Pro Tempore
BOB JOHNSON
JOANNE MOUNCE
ALAN NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

STEPHEN SCHWABAUER
City Manager

JENNIFER M. FERRAIOLO
City Clerk

JANICE D. MAGDICH
City Attorney

July 7, 2016

To Whom It May Concern:

This letter is to verify that the City of Lodi, California, is a certified agency as recognized by the State of California. The City of Lodi was officially incorporated on December 6, 1906, as decreed by the County of San Joaquin. The City of Lodi Fire Department is authorized by the City to request funding.

I authorize the City of Lodi Fire Department to apply for funding from Walmart and the Walmart Foundation for the betterment of the community.

Sincerely,

Stephen Schwabauer
City Manager

AGENDA ITEM C-15

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Accept Funding Allocation from California Office of Emergency Services, Approve Expenditures and Appropriate Funds ($364,000)

MEETING DATE: July 6, 2016

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt Resolution Authorizing City Manager to Accept Funding Allocation from California Office of Emergency Services, Approve Expenditures and Appropriate Funds ($364,000)

BACKGROUND INFORMATION: The State of California, California 9-1-1 Emergency Communications Office administers a five year funding allocation cycle for telecommunications equipment funding. The funding is awarded every five years to recognized Public Safety Answering Points (PSAPs). The Lodi Police Department last received funding in 2010 to upgrade existing dispatch communications equipment.

In order to provide funding in an equitable manner throughout the State, the CA 9-1-1 Branch established a CPE funding fixed allotment calculation that is based on each PSAP's volume of 9-1-1 calls. The CPE funding level for the City of Lodi falls under Funding Level Four – an agency that answers up to 15,000 calls per month. The CPE funding fixed allotment for each PSAP allows for the replacement of a complete 9-1-1 system or certified upgrade. On April 19, 2016, the Lodi Police Department received notification of eligibility for the current five year allocation of $364,000.

After a thorough review of the dispatch equipment, it was determined that the Communications Center must replace thirteen year old CAD console work stations, headsets, the existing 9-1-1 logging recorder software and hardware system and a 9-1-1 phone line upgrade. Existing CAD consoles will be replaced under a separate contract through Motorola that was approved through Council on June 21, 2016.

The State of California offers a Master Purchase Agreement (MPA) for statewide 9-1-1 Customer Premise Equipment (CPE) Systems and Services. The MPA offers competitive pricing for equipment and services for CPE system replacement or certified upgrade. Through use of the MPA, the department obtained quotes for the following system purchases:

Vendor	Items	Cost
Capture Technologies, Inc	Capture software, hardware and Licensing (9-1-1 call logging and recording system)	$25,355.24
AT&T	5 position VESTA (9-1-1 phone line upgrade)	$197,260
Evans	Workstation Replacement	$112,497.56
TBD	Miscellaneous software and equipment	$28,887.20

APPROVED: _____
Stephen Schwabauer, City Manager

By using the MPA, the benefits to the department are two-fold. First, vendor pricing is competitively bid under the MPA, which eliminates the need to obtain multiple bids for each project. Second, the MPA offers direct funding by the CA 9-1-1 Branch to the contractor. If the department chose to secure quotes through the City procurement processes, the City would need to pay the contractor directly and request reimbursement from the Ca 9-1-1 Branch. Taking into consideration the amount of funding necessary to complete the Communications Center project, it is not feasible to use the City's procurement processes at this time.

Staff requests Council authorize the City Manager to accept the funding allocation in the amount of $364,000 from the California Office of Emergency Services and approve expenditures related to the Communications Center project.

FISCAL IMPACT: No impact to the General Fund.

FUNDING AVAILABLE: California Office of Emergency Services grant funds will be used to pay for the upgrades.

_____
Jordan Ayers
Deputy City Manager/Internal Service Director

_____
Tod Patterson
Chief of Police

Prepared by: Paula O'Keefe, Management Analyst
TBP/PJO
Attachments

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

April 19, 2016

Tracking Number: 19560

Lieutenant Sierra Brucia
Lodi Police Department
215 W. Elm Street
Lodi, CA 95240

Subject: Customer Premise Equipment (CPE) Fixed Allotment Funding

Dear Lieutenant Brucia:

The California 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) has received your April 18, 2016 Advance Notification for CPE Funding letter of intent to replace the 9-1-1 telephone system at your Public Safety Answering Point (PSAP). Acceptance of CPE Allotment funds from the CA 9-1-1 Branch commits your agency to PSAP operations 24 hours-a-day, seven days-a-week, for a minimum of five years. If PSAP operations are not maintained at that level, the Lodi Police Department may become financially responsible for all subsequent CPE maintenance and 9-1-1 network service charges.

Our evaluation of recent 9-1-1 emergency call volume qualifies the PSAP for a Fixed Allotment in the amount of $364,000. The Fixed Allotment funding will expire June 30, 2017 if your CPE approval process has not been initiated. Years six (6) and seven (7) of extended maintenance will not be deducted from your Fixed Allotment. Extended maintenance cost in year eight (8) and beyond is the PSAPs responsibility.

The CA 9-1-1 Branch has implemented a non-mandatory Master Purchase Agreement (MPA) that enables participating vendors to invoice the CA 9-1-1 Branch directly for the purchase of 9-1-1 systems and services. User instructions for the MPA are available at: http://www.caloes.ca.gov/for-governments-tribal/public-safety/ca-9-1-1-emergency-communications-branch/ca-9-1-1-services-contracts

Please contact me directly with any questions at kyle.pease@caloes.ca.gov or (916) 657-9145.

Sincerely,

KYLE S. PEASE 9-1-1 Consultant
California 9-1-1 Emergency Communications Branch

cc: Tod Patterson, Chief of Police – Lodi Police Department

601 SEQUOIA PACIFIC BLVD, SACRAMENTO, CA 95811
PUBLIC SAFETY COMMUNICATIONS
(916) 657-9369 TELEPHONE (916) 657-9882 FAX

Quote Summary

DATE **6/13/2016**

Lodi Police Department
VESTA Call Handling

Account Manager **Kent Ames**
Phone (530) 621-6986
KentAmes@att.com

AIRBUS
5 Position VESTA®
Tax Rate **8.000%**

5 Position VESTA®	Equipment	$119,988.73
	Taxable Equipment	$90,586.66
	Tax	$7,246.93
	Installation	$7,400.00
	Subtotal	$134,635.66
$1,304.67 x 48 Months Maintenance Years 2-5 *Year 1 included with system*		$62,624.34
	SYSTEM TOTAL	**$197,260.00**

This Quote Valid until 10/11/2016

Considerations:

1	Solution	VESTA
2	Number of IWS positions	5
3	Laptop Position	None
4	Number of Admin Phones	0
5	Lines	5 Up to 8 911 17 up to 20 Admin
6	MIS Package Included?	No
7	Mapping Included?	No
8	Voice Recorder Included?	No
9	Standalone Client Workstations?	No
10	Provider of Monitors	AT&T; 24" LCD
11	Provider of UPS	AT&T
12	Arbitrators?	Yes- 4 Port
13	Genovation Keypads?	Yes; 48 Button
14	NetClock Included	Yes- 4 Ports. 1 Port for 911 system 3 additional for customer use
15	Vendor Services	Included
16	Other	Redundant workstation NIC , Redundant Power and Network for Gateways
17	Dispatcher Training	VESTA® Agent bundle includes (3) 1/2 day class of Agent training for up to 8 students
18	Admin Training	VESTA Admin bundle includes (1) day and one half day class of Admin training for up to 8 students
19	Cutover Coaching	Cutover Coaching includes (1) 8 hour session within a 24 hour day
20	Analytics Admin Training	None
21	Analytics Remote Training	None

Revision History

Original	11/11/2015
removed MIS	3/24/2016
Removed recorder	3/29/2016
Update	5/31/2016
Update	6/7/2016

An Employee-Owned Company
Capture Technologies, Inc.
3575 Alameda Ave, Oakland, CA 94601
t. 800.544.5050 f. 510.534.0202

QUOTE

Number	CAPQ2506
Date	Apr 25, 2016
CMAS#	3-08-70-1799C

Sold To	Ship To	Account Executive
Lodi Police Department	Lodi Police Department	*Peter Vienna*
215 W Elm Street Lodi, ca 95240	215 W Elm Street Lodi, ca 95240	3575 Alameda Ave Oakland, CA 94601 pvienna@capturet.com
Phone 209-333-5522 Fax	Phone 209-333-5522 Fax	Phone *510.500.1409* Fax 510.485.5409

Terms		Valid Till
Net 30		

FOB Shipping Included in final price below.
(1) New VERINT 16 Licensed Channels ANALOG Recording Turnkey Server-To be installed by Capture Technologies Certified Technicians.
Including all Software & Licensing requested.
Installation & Training Services Included for ONE location.
Complete 61 month Warranty & Onsite Support & Technical Support Included. 24/7
CMAS STATE # 3-08-70-1799C
CAGE # 044F9 DUNS # 00-923-9815 TIN # 94-26-60822

Total	$25,355.24
Product	Included
Services	Included
Tax	Included
S&H	Included

Part #	Description	Qty
C89-170-3431	6000 Series Analog Cost Effective Base Server-SMB TURNKEY Hardware & Software Recording system 2U Rack Mounted Server- 19 Inch x 28 Inch --65 lbs **INCLUDES 8 free Channel Licenses + INCLUDES one 24 Port Analog Recording Card--** CPU: Intel Xeon E5-2603 @ 1.6GHz, w/ 6 cores -RAM: 4GB Embedded SATA RAID Controller - RAID1 (2) x 1TB SATA HDDs Hot Swap Dual Power Supplies Hot Swap Windows 2012 + SQL Express 2012 + Version 5.x VMS recording software	1
C89-170-3378	8 Recording Channels License ADD on expansion	1
C89-170-4734	Contact Closure Card (PCI-e)-Start & Stop of 911 Position Recording	1
RN21241D-200NES	4TB(D) - NETGEAR BUSINESS CLASS Netgear ReadyNAS 2120 1U 4-Bay 4x1TB Desktop Drive	1
MSS	Disaster Recovery Kit For VERINT Call recording system: Spare HDD mirror.	1

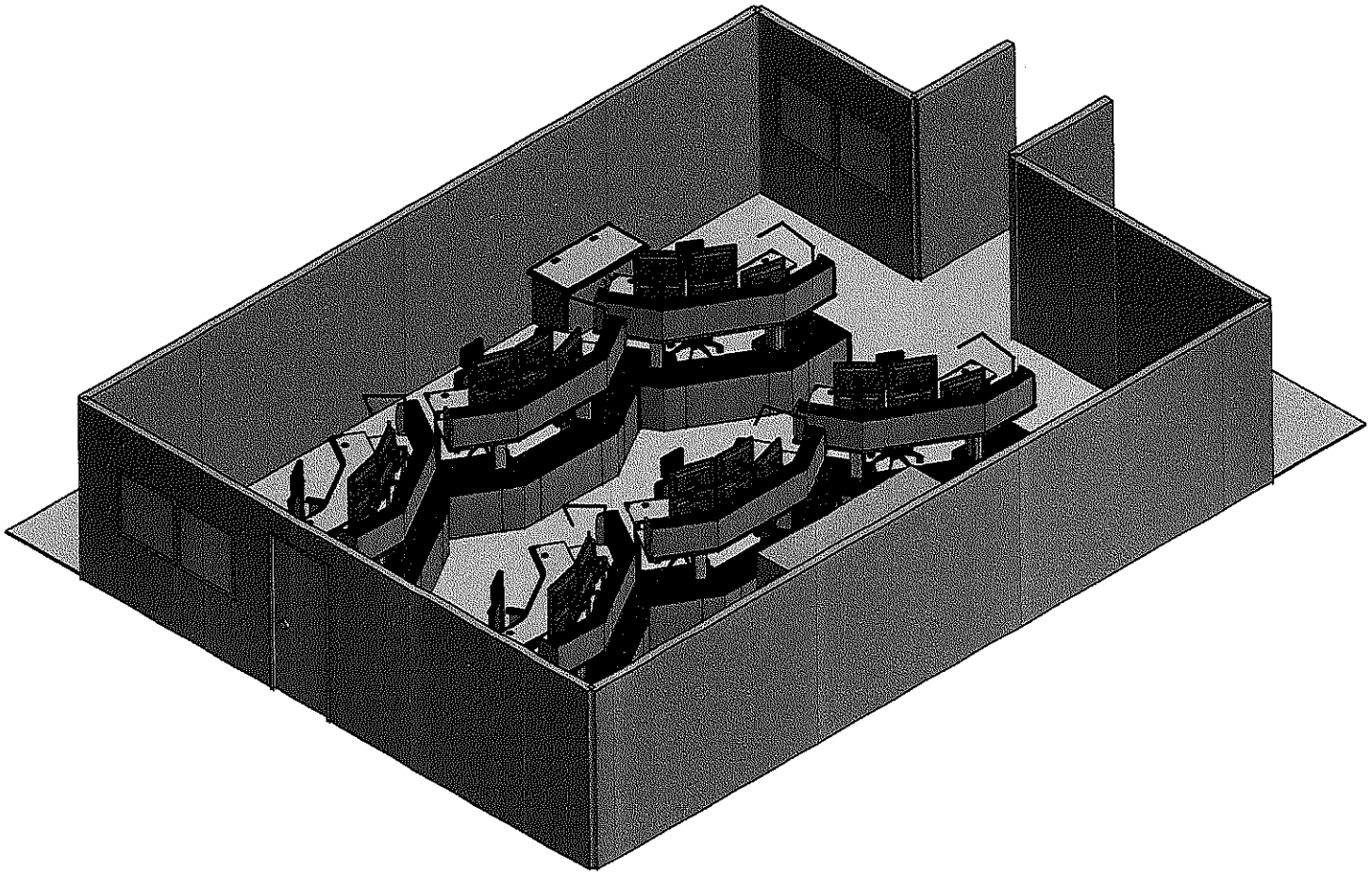
Part #	Description	Qty
	Onsite Installation and Configuration Services offered by Certified Trained Technicians-Capture Technologies	
CNVL-8x5P	(61 Month) Term Warranty -Complete Hardware Warranty Support Onsite & Phone or remote support technical Services. 24/7 Includes Logic Monitor (remote monitoring)	1
C89-170-3312	(61 Month) Term SMA Warranty -Manufacture SMA for hot fix + Patches+ Updates to VMS Recording Software and Licensing versions-	1
	PRO SERVICES & SUPPORT	
	Capture Technologies Project Management & Certified Local Installation Onsite. (One location Installed)	1
INST24T	Included Onsite Training performed by Certified Installing Engineer (per site up to 24 Audiolog seats)	1

To accept this quotation and purchasing T&C's, sign here and return

Signature

Date

Thank You For Your Business!



www.evansonline.com

EVANS

PROPRIETARY STATEMENT:
THIS DRAWING AND DESIGN ARE THE PROPERTY OF EVANS CONSOLES AND MUST NOT BE USED OR REPRODUCED WITHOUT THE COMPANY'S WRITTEN PERMISSION

CLIENT AUTHORIZATION FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

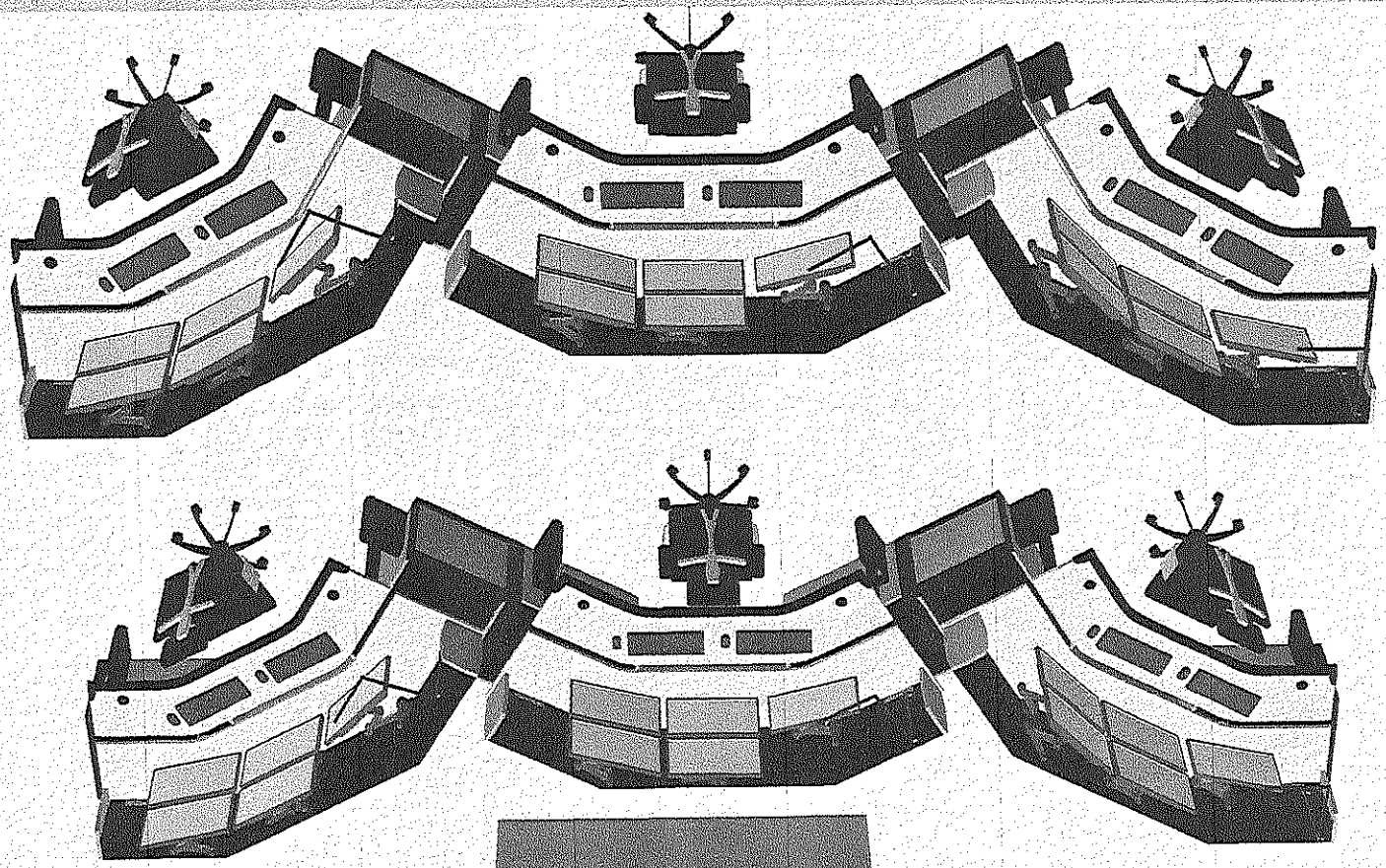
LODI PD

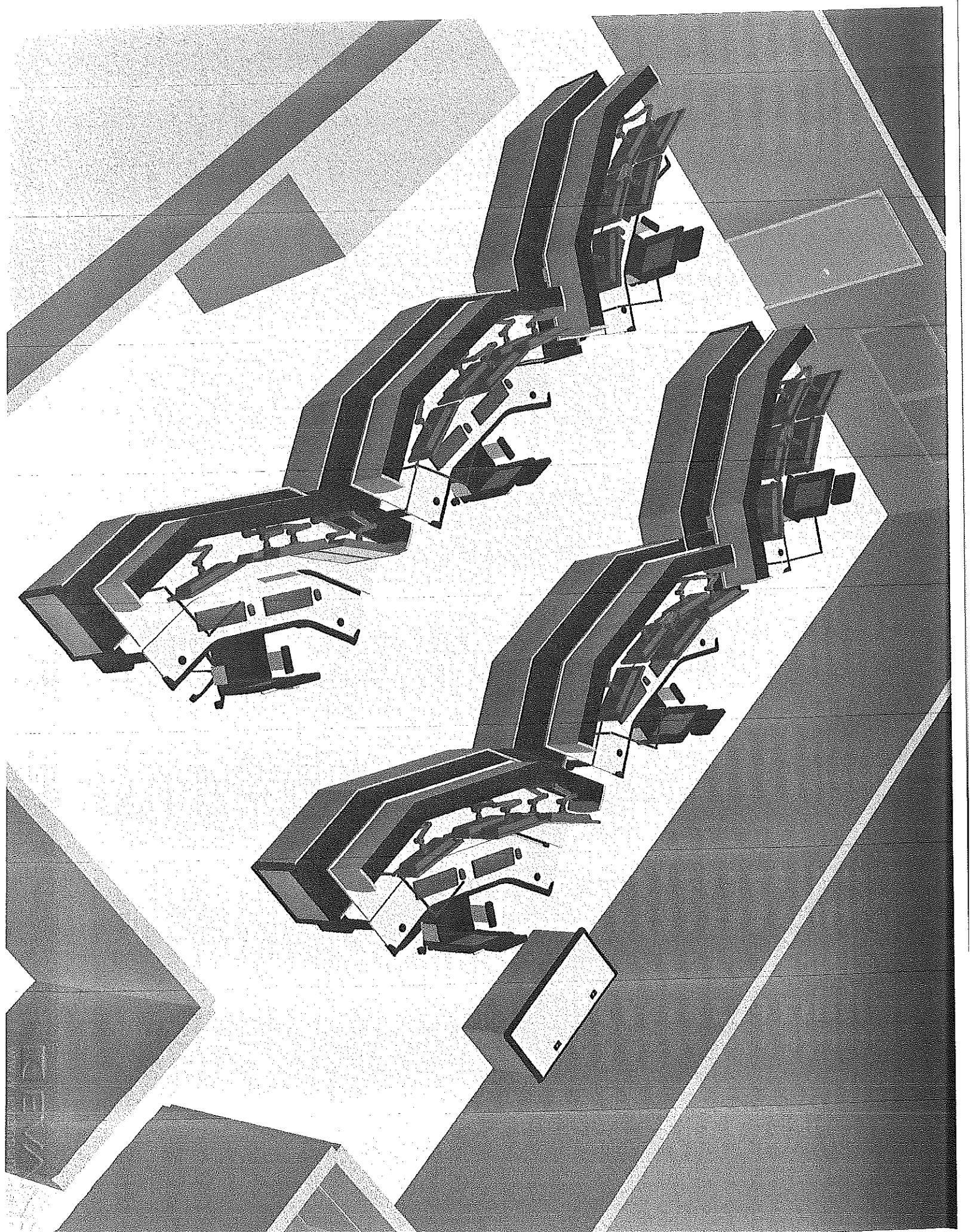
LOCATION: LODI, CALIFORNIA

DRAWING

ROOM LAYOUT - 3D VIEW

PRODUCT	FINISH
DATE MAY 4, 2016	DRAWING NUMBER 1 OF 8
SCALE NOT TO SCALE	REV B
EVANS PROJECT NUMBER 16-5628	





EVANS

PRICE QUOTATION

Lodi Police Department

Project Name: Lodi Police Department - Lodi Police Department Communication Center
Project Location: Lodi, California, United States

Project Number: 16-5628 Phase 1 Revision 1
Issue Date: May 26, 2016

Products	Code	Unit Price	Qty	Extended Price
Console	DSP-C	14,522.89	6	87,137.34
Millwork and General Accessories				3,356.22
			Sub-Total	90,493.56
Logistics				
Packaging				Included
Freight				10,904.00
Install				11,100.00
			Sub-Total	22,004.00
Project Total (USD, All Sales Taxes Excluded)				**112,497.56**

Note: Products on CMAS Schedule are marked as 'C'. Items without a 'C' are open market items. CMAS Contract No: 4-05-71-0078A; Effective until September 30, 2017.

Freight INCO Terms: FOB Origin to Lodi, California, United States

Payment Terms:
100% due upon Shipment of Work, NET 45, 2% NET 15

Quote is NOT valid without the Evans Terms & Conditions document.
Quote validity period is 90 days for product (only). See Evans Terms & Conditions document for more details
Evans accepts all major credit cards subject to service fees

P.O. #: _____ ☐ Accept Evans Terms and Conditions

Accepted by: _____ Date: _____

PROJECT DETAILS

Shipment A	
Packaging	Price
Blanket Wrapped	Included
Freight	
Shipment by Truck (LTL) to Lodi, California, United States Evans Offload Transit Time: 10 Days	10,904.00
Install	
Evans Installation * The client must identify and provide a POC (point of contact) responsible for decision making or whom will have access to a person of authority for the duration of the scheduled installation activity. The appointed POC must ensure that either he/she or the authorized representative will be available upon completion of the installation activity to sign off the Evans PCR (Project Completion Report) * Failure to provide such a contact assumes the activity as reported has been accepted. ** Assumes that site preparedness has been met in accordance with the attached contract terms and conditions	11,100.00

BILL OF MATERIALS

Console
Dispatch - Qty: 6

	Part Number	Description	Units	Unit Price		Qty	Extended Price
PRODUCT STRUCTURE							
1	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included		1	Included
2	CO-SW-S-2T	Double Tier Slatwall system	Feet	240.83	C	11	2,649.13
3	CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	1,550.36	C	1	1,550.36
4	CO-WLS-LC-LD-2	Two light duty Lift Columns with control equipment; Input Platform option; Includes integrated pressure safety switch	Each	723.33	C	1	723.33
5	CO-WLS-SLS	Base cavity safety limit system (SLS) (per module)	Each	250.87	C	3	752.61
6	CO-WS	HPL Worksurface with PVC Front Edge	Feet	129.61	C	11	1,425.71
7	CO-WS-UFE	Upgrade Worksurface Front Edge to Soft Urethane	Feet	52.68	C	7.5	395.10
8	CSTM-CO-SW-	Lodi Police Logo imprint on the end panel of Slatwall	Each	150.00		2	300.00
9	DSP-FD-B	Base Full Depth Console	Feet	430.66	C	3	1,291.98
10	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	386.34	C	2	772.68
11	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	331.98	C	2	663.96
12	DSP-RD-B	Base Reduced Depth Console	Feet	388.01	C	4	1,552.04
EQUIPMENT/ACCESSORIES							
13	CO-ESS-BSOS	Base Slide-Out Shelf	Each	193.17	C	2	386.34
14	CO-MA-E-SW-DT	Slatwall mounted Double Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	397.21	C	2	794.42
15	CO-MA-E-SW-ST	Slatwall mounted Single Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	Each	304.39	C	1	304.39
16	CO-PB-NA-6-15	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 15' power cord, CSA/UL	Each	96.17	C	1	96.17
17	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, CSA/UL	Each	82.79	C	3	248.37
18	CO-PDO-SW-AZ	Axil Z Slatwall Power Unit; 2 AC, 1 USB, 1 Cat6, black	Each	213.24	C	2	426.48
19	CO-TL-SW-ZB	Z-Bar task light by Koncept with Slatwall mount	Each	189.82	C	1	189.82

Standing Height Printer Stand
Millwork - Qty: 1

	Part Number	Description	Units	Unit Price		Qty	Extended Price
PRODUCT STRUCTURE							
20	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included		1	Included
21	CO-WS	HPL Worksurface with PVC Front Edge	Feet	129.61	C	4	518.44
22	CO-WS-UFE	Upgrade Worksurface Front Edge to Soft Urethane	Feet	52.68	C	8.5	447.78
23	CSTM-MLW-MB-24	Standing Height 24" (610mm) Millwork Base - Open Adjustable Bookshelf	Each	1,195.00		2	2,390.00

TERMS AND CONDITIONS

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by Evans Consoles Corporation and/ or Evans Consoles Incorporated (collectively, "Evans") to the purchaser (the "Buyer") of the products and/or services (the "Work").

1.0 Quotation

1.1 Unless otherwise stated, the Quotation prices are valid for ninety (90) days and freight and installation prices are valid for thirty (30) days from the date of the Quotation.

1.2 The prices in the Quotation are valid for Work shipped or completed within twelve (12) months from the date of the confirmed order (the "Purchase Order"). Evans reserves the right to revise or adjust pricing, in their sole discretion, on orders not shipped or completed within the twelve (12) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation Quotation.

2.0 Price and Payment

2.1 Except as otherwise agreed in writing by the parties, the prices of the Work shall be paid as per the following payment terms:

- Thirty percent (30%) net thirty (30) due upon Sign Off, as herein defined, two percent (2%) net fifteen (15);
- Sixty percent (60%) net thirty (30) upon shipment of Work, two percent (2%) net fifteen (15);
- Ten percent (10%) net thirty (30) after installation of Work, two percent (2%) net fifteen (15); and
- One point 5 percent (1.5%) late payment penalty shall be applied per calendar month per payment if payment not received within 30 days of invoice issuance.

2.2 For Purchase Orders which require the Work to be shipped and or installed outside of Canada or the United States, credit approval from a third party agency previously approved by Evans must be obtained and provided in a form satisfactory to Evans in their sole discretion. Payment must be provided through an irrevocable letter of credit (the "ILC"). The terms of the ILC shall be:

- The ILC shall be in the English language and all supporting or related documents requiring execution shall also be in English;
- The ILC shall be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
- The expiry of the ILC must extend at least six (6) months past the installation or shipping date set out in the Quotation, whichever is later; and
- All documents requiring execution relating to the ILC must be within the control of Evans or produced by Evans, such as the bill of lading, commercial invoice, certificate of origin, statement of compliance to product specification.

2.3 The Quotation price includes all transportation, carriage and insurance from Evans' manufacturing facility to the designated place for delivery specified in the Quotation.

2.4 Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order, and may result in an amendment to the Quotation to consider any additional costs incurred.

2.5 Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada Evans is required by law to collect the appropriate provincial, state and municipal State sales and use taxes at the time of invoice, for the products supplied. Evans will require a certificate of tax exemption prior to the time of invoicing if applicable to this procurement. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes or any other taxes at the shipping destination are the sole responsibility of the Buyer.

3.0 Scheduling

3.1 Evans will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in 2.1.1., and provided acceptance of the signed off drawings, in writing, authorizing Evans to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".

3.2 Evans will establish a formal project schedule, based on dates mutually agreeable to the Buyer and Evans, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope and shipping destination will affect the project schedule.

4.0 Packing

4.1 For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.

4.2 At the Buyer's request, Evans can supply rugged crating for general freight, ocean freight, air freight or less than truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with Evans standard frame crates (plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, Evans will provide a revised Quotation or change order for any additional services.

5.0 Shipment and Storage

5.1 The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments or off-site storage of the products, Evans will provide a revised Quotation or change order for the additional services.

5.2 Evans follows the international trade terms under INCOTERMS 2010.

5.3 When Evans is responsible for shipping the Work, unless otherwise stated, the shipping terms shall be CIP (carriage, insurance paid to) named destination point. Title and risk shall pass to the Buyer when the Work delivered to the carrier by.

5.4 If damage occurs during shipment, these damages must be identified and Evans notified within forty-eight (48) hours of delivery. In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor shall determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.

5.5 For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.

5.6 If the Buyer is responsible for shipping the Work, the shipping term will be ex works (named place of delivery) as defined in Incoterms 2010. Evans will place the Work on Evans' loading dock, suitably packaged for export shipment. The Buyer shall communicate to Evans the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from Evans' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for damages during loading, transport or off-loading.

5.7 The Work is designed for indoor control room environments with temperature and humidity control. Evans requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five (15 to 25) degrees Celsius or sixty to seventy (60-75) degrees Fahrenheit and between forty-five to fifty-five percent (45 to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. Evans will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of Evans.

6.0 Site Preparation and Installation

6.1 The Buyer shall make the destination and/ or project site (the "Site") clean, clear, and prepared for the installation or delivery of the Work upon the agreed delivery date. For installation, all flooring, carpeting, walls, painting, and electrical construction that could in any way effect or impact the installation of the Work must be complete.

6.2 The Buyer shall appoint a representative who will be available at the Site to direct Evans installation team regarding security, site safety and Work placement.

6.3 The price for the installation of the Work contained in the Quotation is firm and fixed for a single installation visit for the Work at a non-union Site for affiliated furniture systems installers. If the Buyer requests union labor for off-loading or installation after a Purchase Order has been accepted, all additional costs will be the responsibility of the Buyer. Unless otherwise agreed, the installation price contained in the Quotation is based upon a single installation of the Work during weekday, regular work hours. Evening or weekend installation activities may be subject to additional charges to the Buyer.

6.4 Multiple installation activities, additional time required for unscheduled safety training sessions or drug testing, Work requiring relocation by Evans at the Site or general delays caused by Site conditions not being prepared for the Work will be an additional charge to the Buyer.

6.5 All installations of the Work must be performed by an authorized Evans Representative or an Evans' certified dealer (collectively the "Installer"). For Purchase Orders made excluding installation services, it is understood that Evans products are customized and do not come with installation or assembly manuals. If the Buyer wishes to purchase the Work contained herein without installation services provided by Evans, they shall execute an installation waiver in favor of Evans. If the Buyer is a dealer not certified by Evans to act as an Installer, the Buyer is required to use an Installer.

7.0 Changes

7.1 The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Changes").

7.2 All Changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of Evans may issue Changes to the Purchase Order. If any Change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and Evans will provide a revised Quotation or change order for the adjustment.

8.0 Buyer Acceptance

8.1 Upon completion of the installation, the Buyer shall arrange for a representative to receive a product demonstration and training on the operation and maintenance of the installed Work.

8.2 Upon completion of the installation of the Work, a report will produced by the Installer and will be executed by the Buyer's representative signifying acceptance of the installed Work subject to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to Evans corporate office with 48 hours of installation completion. All Installers must provide a signed acceptance from the Buyer to Evans.

9.0 Evans Warranty

9.1 Unless otherwise stated in the Quotation, Evans warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:

- LIFETIME WARRANTY on all fixed structural frame components;
- LIFETIME WARRANTY on all static exterior panels and work surface components parts; with 5 years for labor;
- LIFETIME WARRANTY on all adjustable, sliding or hinged mechanisms or parts; with 5 years for labor;
- OEM (original equipment manufacturer) warranty on all buyouts, and 5 years on all Evans branded E-accessory products (unless specifically defined by product line);
- 5 YEAR WARRANTY on electrical actuated lift columns;
- 3 YEAR PRODUCT WARRANTY on Evans' PowerLinc™ system; and
- 3 YEAR PRODUCT WARRANTY on Evans' EnviroLinc™ system.

9.2 The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site. Notification of any defect or failure must be delivered in writing to Evans within the applicable warranty period. In the event that a written notice of a warranty claim is not delivered to Evans prior to the expiration of the relevant warranty period, Evans shall not be obligated to provide any warranty to the Work.

9.3 At Evans option, products will be repaired at the Site or, if deemed necessary, will be returned to Evans, with Evans being responsible for shipping and handling charges and insuring the shipment. Evans will return the repaired or replacement products to the Buyer via prepaid freight. If Evans does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 9.5 below, the decision is binding and final upon the Buyer.

9.4 The warranty periods shall not be extended or modified due to any warranty claims, repairs or replacements made under this section 9.

9.5 This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than Installers, alterations, improper storage, servicing unauthorized by Evans, neglect, problems caused by the use of parts and components not supplied by Evans, or the effects of normal wear and tear.

9.6 The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia based cleaners are used on the Work.

9.7 This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third party software.

9.8 The provision of installation labor is at the sole discretion of Evans, and is excluded on all buy-out products that are not directly incorporated into the design/manufacture of Evans' custom-fabricated products.

9.9 Rights and benefits of this section 9 are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of Evans.

10.0 Confidentiality

10.1 The Buyer agrees to maintain confidentiality with regard to secret, confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by Evans in connection with the Work or the Purchase Order, and shall require the similar undertaking from any employees, subcontractors, representatives or agents. Any drawings, plans and data, furnished by Evans to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, shall be confidential and shall not be used for any purpose other than performing this contract. Such

confidential information shall not be reproduced or copied by the Buyer without Evans written consent and shall remain the sole property of Evans, even upon completion of the Work and Purchase Order.

11.0 Jurisdiction

11.1 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Commonwealth of Virginia and exclusive jurisdiction of the state courts of Fairfax County, Virginia and the United States District Court for the Eastern District of Virginia, Alexandria Division, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

11.2 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

12.0 Limitation of Liability

12.1 The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.

12.2 Evans does not provide professional architectural, electrical engineering, mechanical engineering or structural engineering services. Evans shall be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.

12.3 EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT SHALL EVANS' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

13.0 Force Majeure

13.1 If, by reason of a force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the event then claimed, and such party shall endeavor to remove or overcome such inability with all reasonable diligence. The term force majeure as employed herein, shall means acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the force majeure.

13.2 Each party shall take all commercially reasonable steps to mitigate any loss or damages as a result of the force majeure.

13.3 The Buyer shall pay for the portion of the Work completed and/ or delivered up until the point of delay by force majeure.

14.0 Termination

14.1 If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within 10 days of written notice of the breach, Evans may terminate this Purchase Order at their sole discretion. If the material breach continues, Evans may terminate this Purchase Order and Buyer will be responsible for any costs incurred by Evans in their performance under the Purchase Order to the date of termination.

14.2 The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of Evans.

15.0 Waiver

15.1 The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

16.0 Survival & Severability

16.1 All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9, 10, 11, 12, 15 and 17.

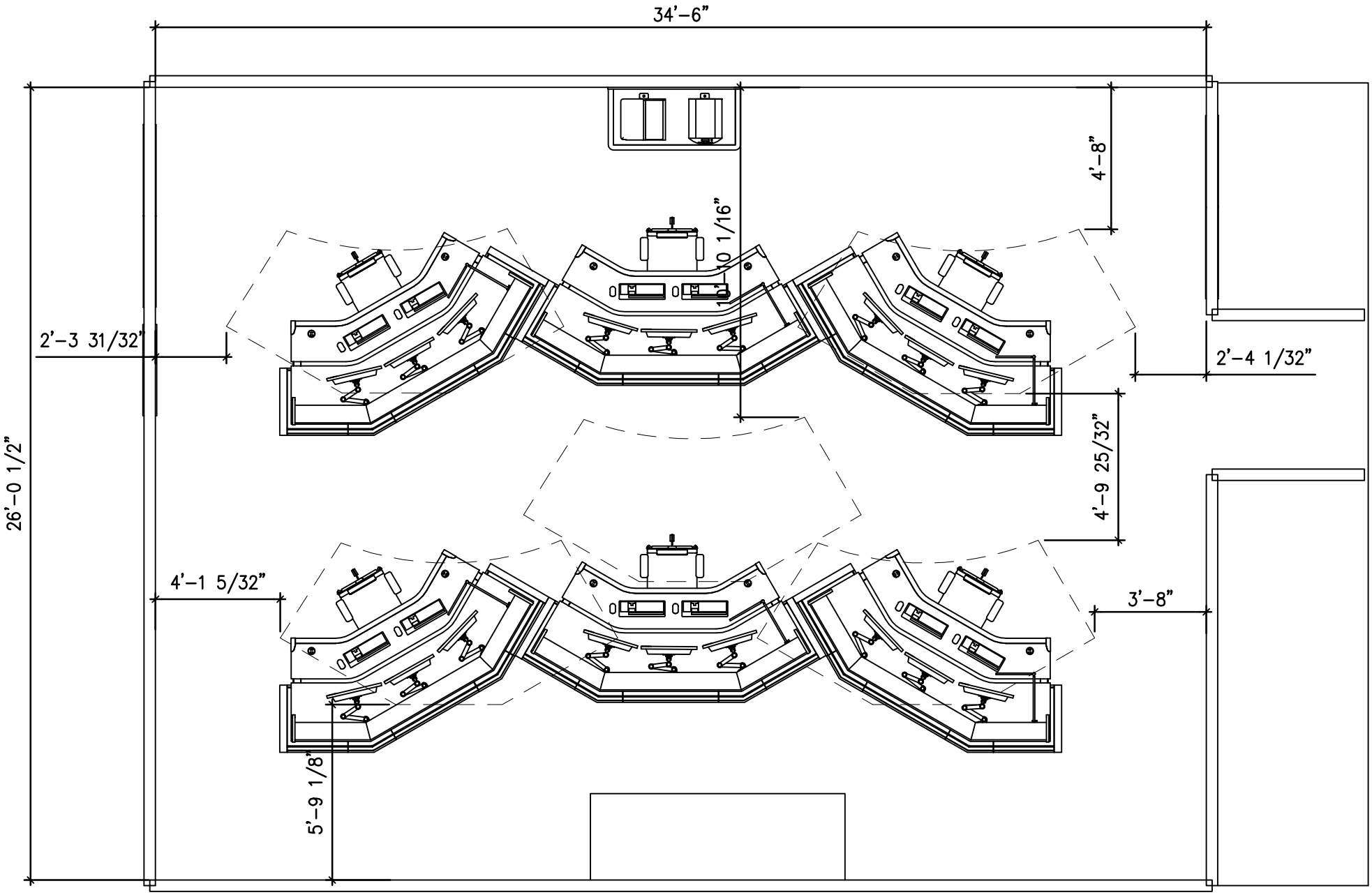
16.2 If any provision of these terms and conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these terms and conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

17.0 TAXES AND DUTIES – ONLY APPLICABLE FOR U.S. ORDERS

17.1 Evans is required by US Federal law to provide a federal tax identification number on all shipments delivered within the United States of America. This information must be included in the Purchase Order prior to shipment of any Work.

17.2 Notwithstanding anything to the contrary contained in the Quotation, the Buyer and Evans acknowledge and agree that as of the date of the Quotation that no duties, levies, import charges or assessments are levied or assessed by the Government of the United States of America on the importation of the goods and services described in the Quotation into the United States of America and accordingly, the price does not include any duties, levies, import charges or assessments levied or imposed by the Government of the United States of America upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government of the United States of America upon the importation into the United States of America of the Work shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by Evans, they shall be reimbursed by the Buyer to Evans upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from Evans' manufacturing facility in Calgary, Alberta, Canada to the designated place or places for delivery specified in the Quotation.

rev. February 20, 2014


34'-6"
26'-0 1/2"
2'-3 31/32"
4'-1 5/32"
5'-9 1/8"
10'-10 1/16"
4'-8"
2'-4 1/32"
4'-9 25/32"
3'-8"

RESOLUTION NO. 2016-61

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPLY FOR A FUNDING ALLOCATION ADMINISTERED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR CAD CONSOLE WORKSTATIONS, A 911 SYSTEM UPGRADE, AND A 911 LOGGING SYSTEM UPGRADE WITH FIVE-YEAR MAINTENANCE SUBSCRIPTION

==========

WHEREAS, the State of California Office of Emergency Services (Cal OES), California 9-1-1 Emergency Communications Office, administers the five-year grant cycle for telecommunications equipment funding; and

WHEREAS, Customer Premise Equipment funding is available every five years to all recognized Public Safety Answering Points; and

WHEREAS, the Lodi Police Department is eligible for the current Customer Premise Equipment five-year allocation and, if awarded, would use the funding to replace 13-year old dispatch consoles (CAD), the existing 911 logging recorder software system, and a 911 phone line upgrade with a five-year maintenance subscription.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to apply for the funding allocation administered by Cal OES for the replacement of 13-year old CAD console workstations, the existing 911 logging recorder software system, and a 911 telephone line upgrade with a five-year maintenance subscription in the amount of $364,000.

Date: May 4, 2016

==========

I hereby certify that Resolution No. 2016-61 was passed and adopted by the Lodi City Council in a regular meeting May 4, 2016, by the following vote:

AYES:	COUNCIL MEMBERS – Johnson, Kuehne, Mounce, Nakanishi, and Mayor Chandler
NOES:	COUNCIL MEMBERS – None
ABSENT:	COUNCIL MEMBERS – None
ABSTAIN:	COUNCIL MEMBERS – None

Jennifer M. Ferraiolo

JENNIFER M. FERRAIOLO
City Clerk

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:		5. DATE:	
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING					
	216	**21600000**	**56421**	**Revenue**	**$ 364,000.00**
B. USE OF FINANCING					
	216	**21699000**	**77020**	**Capitol Projects**	**$ 364,000.00**

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 California Office of Emergency Services has allotted the City of Lodi it's share of the 9-1-1 CPE funding allocation. The funding allocation is to be used for specific equipment related to 9-1-1 calls.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ 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. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO ACCEPT
FUNDING ALLOCATION FROM CALIFORNIA
OFFICE OF EMERGENCY SERVICES, APPROVING
EXPENDITURES, AND APPROPRIATING FUNDS

==========

WHEREAS, the State of California, California 9-1-1 Emergency Communications Office administers a five year funding allocation cycle for telecommunications equipment funding; and

WHEREAS, the funding is awarded every five years to recognized Public Safety Answering Points (PSAPs); and

WHEREAS, in order to provide funding in an equitable manner throughout the State, the CA 9-1-1 Branch established a Customer Premise Equipment (CPE) funding fixed allotment calculation that is based on each PSAP's volume of 9-1-1 calls; and

WHEREAS, the City of Lodi falls under Funding Level Four – an agency that answers up to 15,000 calls per month; and

WHEREAS, the CPE funding fixed allotment for each PSAP allows for the replacement of a complete 9-1-1 system or certified upgrade; and

WHEREAS, on April 19, 2016, the Lodi Police Department received notification of eligibility for the current five-year allocation of $364,000; and

WHEREAS, after a thorough review of the dispatch equipment, staff determined that the Communications Center must replace 13-year old CAD console work stations, headsets, the existing 9-1-1 logging recorder software and hardware system and a 9-1-1 phone line upgrade; and

WHEREAS, the State of California offers a Master Purchase Agreement (MPA) for statewide 9-1-1 CPE Systems and Services. The MPA offers competitive pricing for equipment and services for CPE system replacement or certified upgrade; and

WHEREAS, the department determined the use of the MPA was beneficial to secure competitive pricing and allows a direct pay between the contractor and the CA 9-1-1 Branch to prevent the expense of general fund dollars; and,

WHEREAS, the department secured bids for the following system purchases:

Vendor	Items	Cost
Capture Technologies, Inc	Capture software, hardware and Licensing (9-1-1 call logging and recording system)	$25,355.24
AT&T	5 position VESTA (9-1-1 phone line upgrade)	$197,260
Evans	Workstation Replacement	$112,497.56
TBD	Miscellaneous software and equipment	$28,887.20

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to accept the funding allocation from the California Office of Emergency Services in the amount of $364,000; and

BE IT FURTHER RESOLVED that the City Council hereby approves the expenditures for the Communications Center project as outlined above; and

BE IT FURTHER RESOLVED, that funds be appropriated as shown on the attached Appropriation Adjustment Request Form.

Dated: July 6, 2016
==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the Lodi City Council in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:		5. DATE:	
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING					
	216	**21600000**	**56421**	**Revenue**	**$ 364,000.00**
B. USE OF FINANCING					
	216	**21699000**	**77020**	**Capitol Projects**	**$ 364,000.00**

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 California Office of Emergency Services has allotted the City of Lodi it's share of the 9-1-1 CPE funding allocation. The funding allocation is to be used for specific equipment related to 9-1-1 calls.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ 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
™

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Donate One Retired 1920's Seagrave Fire Engine to the Lodi Fire Department Association, Inc. and Authorizing City Manager to Execute Hold Harmless Agreement

MEETING DATE: July 6, 2016

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Adopt Resolution authorizing City Manager to donate one retired 1920's Seagrave fire engine to the Lodi Fire Department Association, Inc. and authorizing the City Manager to execute a hold harmless agreement

BACKGROUND INFORMATION: The City owns a 1920's Seagrave fire engine that staff seeks to donate to the Lodi Fire Department Association, Inc. The Fire Department had hoped to restore the 1920's engine and showcase it in local parades and community events. However, the department no longer has the space to store the engine nor does it have the funds to restore the engine to a parade-ready condition. The antique engine has not been in operation for more than 50 years. Getting the engine to the needed condition would cost more than $25,000 plus countless hours of volunteer time to restore. The department does not have the time, money or space to dedicate to this type of project.

The 1920's Seagrave fire engine is considered surplus and is typically put up for sale. However, the City can donate the vehicle. The Lodi Fire Department Association, Inc. has funding to restore the engine and the ability to store the apparatus. Having the Lodi Fire Department Association, Inc. take over the restoration efforts of the antique engine will continue to preserve a key element in the history of the Lodi Fire Department by displaying it at community events. The City Attorney's Office has drafted a hold harmless agreement in favor of the City to be executed by Lodi Fire Department Association, Inc., in consideration for the donation (Attachment A).

FISCAL IMPACT: Donating the engine reduces the need for spending General Fund dollars on repairs.

FUNDING AVAILABLE: Not applicable.

_____
Larry Rooney
Fire Chief

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI
TRANSFER OF PROPERTY
HOLD HARMLESS AGREEMENT

This Agreement, is made and entered into in the City of Lodi, State of California, this 7th day of July, 2016, by and between the CITY OF LODI, a municipal corporation ("CITY") and the LODI FIRE DEPARTMENT ASSOCIATION, INC., a California corporation ("LFDA") (CITY and LFDA are collectively referred to as the "PARTIES").

RECITALS

This Agreement is made with regard to the following recitals:

A. LFDA wishes to assume ownership and take possession of CITY's 1920's SEAGRAVE FIRE ENGINE ("FIRE ENGINE").

B. PARTIES acknowledge that the FIRE ENGINE is unfit for firefighting activities and has been marked for use in display purposes only.

C. CITY wishes to divest itself of both ownership and any and all liability associated with the FIRE ENGINE.

D. LFDA wishes to restore the FIRE ENGINE to be used in community events. LFDA acknowledges that the FIRE ENGINE is no longer fit for use in live load/firefighting activities.

E. CITY benefits from LFDA's restoration of the antique FIRE ENGINE and the preservation of a key element in the history of the Lodi Fire Department.

NOW, THEREFORE, in consideration of this Agreement, the PARTIES hereto agree as follows:

1. CITY agrees to relinquish all rights, title and ownership interest in the FIRE ENGINE and transfer the FIRE ENGINE to LFDA.

2. LFDA does agree to assume ownership of the FIRE ENGINE, and to assume any and all risks, including, but not limited to, risk of injury or death to third persons, and to hold CITY, its elected and appointed officials, its fire department, and its employees and/or agents or volunteers harmless from any and all liability, claims, administrative proceedings or other responsibilities whatsoever arising from any injuries or damages that may occur on or after the date ownership of the FIRE ENGINE is transferred pursuant to this Agreement. That date is hereby fixed by agreement by and among the PARTIES hereto as being **July 15, 2016,** hereinafter the "DATE OF TRANSFER OF OWNERSHIP".

3. LFDA further agrees, to the fullest extent permitted by law, for the maximum time permitted by law, to assume all liability for risks and dangers relating to the ownership of the FIRE

ENGINE on and after the DATE OF TRANSFER OF OWNERSHIP, and to indemnify and hold CITY, its elected and appointed officials, its fire department, and its employees and/or agents or volunteers harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act, disturbance, or aspect of ownership, including but not limited to acts of active or passive negligence, involving the FIRE ENGINE on or after the DATE OF TRANSFER OF OWNERSHIP. The aforementioned hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, charges (including reasonable attorney fees and court costs), taxes, licensing fees, penalties, liens and any other expenses whatsoever which may arise in any manner after the DATE OF TRANSFER OF OWNERSHIP. LFDA further acknowledges that 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.

4. LFDA agrees to waive all warranties, express, or implied by law, including but not limited to warranties of merchantability and fitness. LFDA acknowledges that the FIRE ENGINE is transferred "as is," "with all faults," and "without warranties." LFDA agrees to accept the entire risk as to the quality and performance of the FIRE ENGINE. LFDA agrees that should the FIRE ENGINE prove defective following the DATE OF TRANSFER OF OWNERSHIP, LFDA and not the CITY assumes the entire cost of all necessary servicing or repair.

5. LFDA accepts all responsibility for ensuring that the FIRE ENGINE is properly licensed and registered on and after the DATE OF TRANSFER OF OWNERSHIP.

6. LFDA agrees to obtain and maintain liability insurance sufficient to secure its ability to answer to any claim for damage to person or property which may arise against it by reason of the operation and ownership of the FIRE ENGINE, in the minimum limits of not less than five hundred thousand dollars ($500,000). LFDA further agrees to include CITY as an additional named insured on such insurance policy.

7. LFDA agrees to comply with all rules and regulations applicable to the private ownership of the FIRE ENGINE, including, but not limited to California Vehicle Code section 27905 prohibitions on the display of any signs with the words "fire" or "fire department" on privately owned vehicles.

8. LFDA agrees to refrain from using or displaying CITY logos or seals in association with the ownership or operation of the FIRE ENGINE.

9. LFDA agrees to retain ownership of the FIRE ENGINE for at least twelve (12) months following the DATE OF TRANSFER OF OWNERSHIP prior to any sale or transfer of ownership and control of the FIRE ENGINE or destruction thereof by LFDA.

10. This Agreement shall be governed by the laws of the State of California and venue for any action brought hereunder shall be with the San Joaquin County Superior Court.

11. In the event of 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 having jurisdiction over thereof.

12. 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.

13. This Agreement represents the entire and integrated agreement between CITY and LFDA and supersedes all prior negotiations, representations, or agreement, either oral or written. This Agreement may be amended only by written instrument signed by CITY and LFDA.

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

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed in Lodi, San Joaquin County, California, on the date first stated above.

CITY OF LODI, a municipal corporation

_____
STEPHEN SCHWABAUER
City Manager

ATTEST:

_____
JENNIFER M. FERRAIOLO
City Clerk

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

By:_____
JOHN P. FUKASAWA
City Attorney

LODI FIRE DEPARTMENT ASSOCIATION, INC.
a California corporation

By:_____
MIKE WOZNICK
President

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING DONATION OF ONE RETIRED 1920'S SEAGRAVE FIRE ENGINE TO THE LODI FIRE DEPARTMENT ASSOCIATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE HOLD HARMLESS AGREEMENT

==========

WHEREAS, the City of Lodi owns a 1920's Seagrave Fire Engine that has not been in operation for more than 50 years; and

WHEREAS, the Lodi Fire Department ("Department") hoped to restore the 1920's engine and showcase it in local parades and community events, but does not have the time, money or space to dedicate to this project; and

WHEREAS, the Lodi Fire Department Association, Inc., ("Association"), would like the opportunity to restore the antique engine to be used in community events as a representation of the long history of the Lodi Fire Department; and

WHEREAS, because the Association has the necessary funding to restore the engine, and the ability to store the apparatus, staff recommends donating the engine to the Association; and

WHEREAS, in donating the engine to the Association, the Department will not only free up storage space, but also allow the engine to be restored and used in community events; and

WHEREAS, the Association will execute a Hold Harmless Agreement in favor of the City of Lodi in consideration for the donation of the 1920's Seagrave Fire Engine.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the donation of one retired 1920's Seagrave Fire Engine to the Lodi Fire Department Association, Inc., and further authorizes the City Manager to execute a Hold Harmless Agreement on behalf of the City of Lodi.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM **C-17**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Rescinding Resolution 2002-161 in Its Entirety, Which Establishes a $100 Deposit for Posting of Temporary Political Signs

MEETING DATE: July 6, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt resolution rescinding Resolution 2002-161 in its entirety, which establishes a $100 deposit for posting of temporary political signs.

BACKGROUND INFORMATION: At the Council meeting of June 15, 2016, Council introduced an ordinance to repeal Lodi Municipal Code Chapter 9.19 – Political Sign Regulations – in its entirety in light of the United States Supreme Court case of *Reed v. Town of Gilbert, Ariz.* The Court held that all temporary signs, including temporary election signs, must be regulated uniformly and that content-based regulations violate the First Amendment right to free speech. In addition, Council adopted an ordinance regulating all temporary signs under Chapter 17.34 of the development code.

Resolution 2002-161 (attached as Exhibit A), requiring a $100 deposit for posting of temporary political signs, was adopted to ensure City staff time and effort is covered when summary abatement is necessary to remove illegally posted signs. The repeal of the political sign ordinance requires an amendment to the resolution to change the language from “temporary political signs” to “temporary signs”; however, the administrative effort to monitor the collection and return of deposits for every temporary sign erected throughout the community would be overwhelming. Therefore, it is recommended that Council adopt the attached resolution rescinding Resolution 2002-161 in its entirety and eliminate the $100 deposit.

FISCAL IMPACT: Minimal impact. Since 2002, only one or two deposits have been retained for summary abatement of illegally posted temporary political signs. It would likely cost more in staff time to monitor the collection and return of deposits for all temporary signs.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/pf
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
RESCINDING RESOLUTION 2002-161, THEREBY
ELIMINATING THE $100 CASH DEPOSIT FOR
POSTING OF TEMPORARY POLITICAL SIGNS

==========

WHEREAS, the City Council approved a cash deposit of $100 for the posting of temporary political signs on July 17, 2002, by adopting Resolution 2002-161; and

WHEREAS, Lodi Municipal Code Chapter 9.19 – Political Sign Regulations – was repealed in its entirety by the City Council in light of the United States Supreme Court case of *Reed v. Town of Gilbert, Ariz.* that held that all temporary signs, including temporary election signs, must be regulated uniformly and that content-based regulations violate the First Amendment right to free speech; and

WHEREAS, Council further adopted an ordinance regulating all temporary signs under Chapter 17.34 of the development code, thereby requiring an amendment to the resolution requiring the deposit. Because the administrative effort to monitor the collection and return of deposits for every temporary sign erected throughout the community would be overwhelming, it is recommended that the requirement be eliminated and Resolution No. 2002-161 be rescinded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby rescind Resolution 2002-161, thereby eliminating the $100 cash deposit for posting of temporary political signs.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM **C-18**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Making Determination Net Energy Metering Aggregation (NEMA) Results in Cost Shift to Customers Without Eligible On-site Renewable Generation and to Prohibit NEMA in the Lodi Electric Utility Service Territory

MEETING DATE: July 6, 2016

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution making a determination that Net Energy Metering Aggregation (NEMA) results in a cost shift to customers without eligible on-site renewable generation and to prohibit NEMA in the Lodi Electric Utility Service Territory.

BACKGROUND INFORMATION: Under current California law, Lodi Electric Utility (LEU) must offer Net Energy Metering (NEM) to customers with on-site renewable generation until the total combined generation capacity reaches five percent of LEU's peak demand or approximately seven megawatts.

LEU currently has approximately 500 NEM systems within its service territory, totaling 3.8 megawatts of combined capacity. While less than 10 percent of the total systems have been installed by commercial customers, more than 40 percent of that capacity is generated by those systems.

With NEM, customers offset their retail energy usage with energy generated by an on-site renewable generation facility, such as solar. By law, all NEM customers receive a one-for-one retail energy rate credit for all generation. This would be like a company paying its wholesale suppliers retail prices for a product it sells at retail without consideration of the company's variable and fixed expenses.

Like most utilities, LEU's rates are structured to recover a portion of its revenue requirement through a bundled energy charge for both commodity (variable) and non-commodity (fixed) costs. This means that non-commodity related costs are recovered largely when the customer is billed for energy. Because NEM customers offset their energy usage with their own generation, these customers are able to avoid both the commodity and non-commodity costs. Therefore, these fixed costs to serve the solar customers are then shifted to customers without solar installations.

Senate Bill (SB) 594, effective January 1, 2013, allows an eligible customer generator with multiple meters to aggregate the electrical load of the meters located on the property where the generation facility is located and on all property adjacent or contiguous to the property on which the renewable generation facility is located if those properties are solely owned, leased, or rented by the eligible customer generator. However, the law also provides that Net Energy Metering Aggregation (NEMA) shall only be allowed by a utility upon a determination that allowing NEMA will <u>not</u> result in an increase in the revenue obligations of customers who are not eligible customer generators, or non-NEM customers. There are currently no NEMA customers in the LEU service territory.

The cost shifts associated with NEM have become a point of discussion throughout the state, as well as the nation. The California Public Utilities Commission (CPUC) recently submitted a report which projects for non-residential, non-NEM customers, for systems installed between 2017 and 2025 that electric utility bills will increase between 3.17 and 4.41 percent. However interestingly enough, the CPUC issued a

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APPROVED: _____
Stephen Schwabauer, City Manager

resolution in 2013 authorizing investor-owned utilities to implement NEMA. In making its decision, the CPUC determined that non-residential customers (who would more likely participate in NEMA) in general pay lower average rates than do residential customers – thereby resulting in a decrease in the non-commodity revenue loss with more non-residential NEM systems installed under SB 594. However, while the CPUC determined the revenue loss is ***less***, they still recognized that NEMA represents a cost shift to non-NEM customers.

With the exception of Palo Alto, other publicly-owned utilities such as Alameda, SMUD, Merced Irrigation District, Redding, Roseville and Modesto Irrigation District do not allow NEMA in their service territories.

The average system size of a non-residential customer-owned solar system in LEU's service territory is approximately 40 kilowatts. Table A below illustrates that NEMA under SB 594 would result in non-NEM customers subsidizing NEMA customers. Notably, the subsidy in NEM increases under load aggregation because load is offset differently with generation allocated to each eligible meter based on the proportion of load served by all meters.

Table A

	Meter A	**Meter B**	**Total (Meter A & B)**
Monthly Consumption (kWh)	4,000	7,000	11,000
Percent of Total Load	36%	64%	100%
Non-NEM Scenario			
Monthly Non-Commodity Charges	$551	$956	$1,507
Standard NEM Scenario			
Monthly Non-Commodity Charges	$11	$956	$967
Monthly Subsidy	*($540)*	*$0*	*($540)*
NEMA Scenario			
Monthly Non-Commodity Charges	$306	$527	$833
Monthly Subsidy	*($245)*	*($429)*	*($674)*
NEMA Subsidy Increase Over Standard NEM			***25%***

(Note: Assumes Customer Renewable System Generates 5,000 kWh/month)

Table A reveals that NEMA results in subsidies irrespective of whether one uses the costs of non-NEM or standard NEM customers as a point of comparison.

Allowing NEMA under SB 594 will exacerbate existing subsidies borne by non-NEM customers, because it permits the installation of larger generation facilities that otherwise would not have been installed under the single meter construct and would permit retail credit of formerly ineligible energy usage. Expansion of NEM to allow aggregation will accelerate full subscription of the five percent net metering cap, thus shifting costs to non-NEM customers faster than would otherwise occur without NEMA. Moreover, because most residential customers would not qualify for NEMA, since most do not have multiple meters, any remaining capacity in the five percent cap would shift to commercial customers, therefore disproportionately increasing the subsidy by non-NEM residential customers.

FISCAL IMPACT: Table A denotes the fiscal impact associated with NEMA.

FUNDING AVAILABLE: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Price, Rates & Resources Manager
EAK/MP/lst

RESOLUTION NO. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL MAKING A DETERMINATION THAT NET ENERGY METERING AGGREGATION (NEMA) RESULTS IN A COST SHIFT TO CUSTOMERS WITHOUT ELIGIBLE ON-SITE RENEWABLE GENERATION AND TO PROHIBIT NEMA IN THE LODI ELECTRIC UTILITY SERVICE TERRITORY

==========

WHEREAS, Senate Bill 594 (2012) amended Public Utilities Code Section 2827 allowing certain customers to aggregate the loads from multiple meters and net meter them with an eligible generation facility located on the same or adjacent property; and

WHEREAS, Public Utilities Code Section 2827 states that a local publicly-owned electric utility shall only allow eligible customer generators to aggregate their load if the utility's ratemaking authority determines that allowing eligible customer generators to aggregate their load from multiple meters will not result in an increase in the expected revenue obligations of customers that are not eligible customer generators; and

WHEREAS, calculations show that a cost shift would occur under Net Energy Metering Aggregate (NEMA) thereby resulting in increased revenue obligations of non-eligible customer generators.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby makes a determination that Net Energy Metering Aggregation will result in a cost shift to customers without eligible on-site renewable generation; and

BE IT FURTHER RESOLVED that in accordance with the forgoing determination and Public Utilities Code Section 2827, Lodi shall not allow Net Energy Metering Aggregation in the Lodi Electric Utility service territory.

Dated: July 6, 2016

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I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM **C-19**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Declaring Intention to Annex Territory (The Vine Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax to Pay for Certain Public Services (Annexation No. 4); and Set Public Hearing for August 17, 2016

MEETING DATE: July 6, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution declaring intention to annex territory (The Vine Subdivision) to Community Facilities District No. 2007-1 (Public Services) and to levy a special tax to pay for certain public services (Annexation No. 4); and set public hearing for August 17, 2016.

BACKGROUND INFORMATION: The resolution, if adopted by the City Council, will begin the process to annex two parcels (to be subdivided into a total of fifty-seven residential lots) 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 includes APN 027-420-08 and 027-420-10 located on Taylor Road north of Lowe's Shopping Center. Approved tentative subdivision map conditions require the private landowners to cooperate in the annexation of the parcels into the CFD, the purpose of which to offset a portion of the costs is caused by new development.

The resolution is provided in Attachment B and establishes, among other things, the City's intent to approve Annexation No. 4 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 17, 2016, 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, public masonry wall, 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 two percent per year) and $145 for multi-family units (increased two percent per year). Certain properties, such as governmental property and undeveloped property, are

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APPROVED: _____
Stephen Schwabauer, City Manager

not subject to the special tax program. The special taxes may not be prepaid. The special tax shall be levied in perpetuity.

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 $28,500.

FUNDING AVAILABLE: Not applicable.

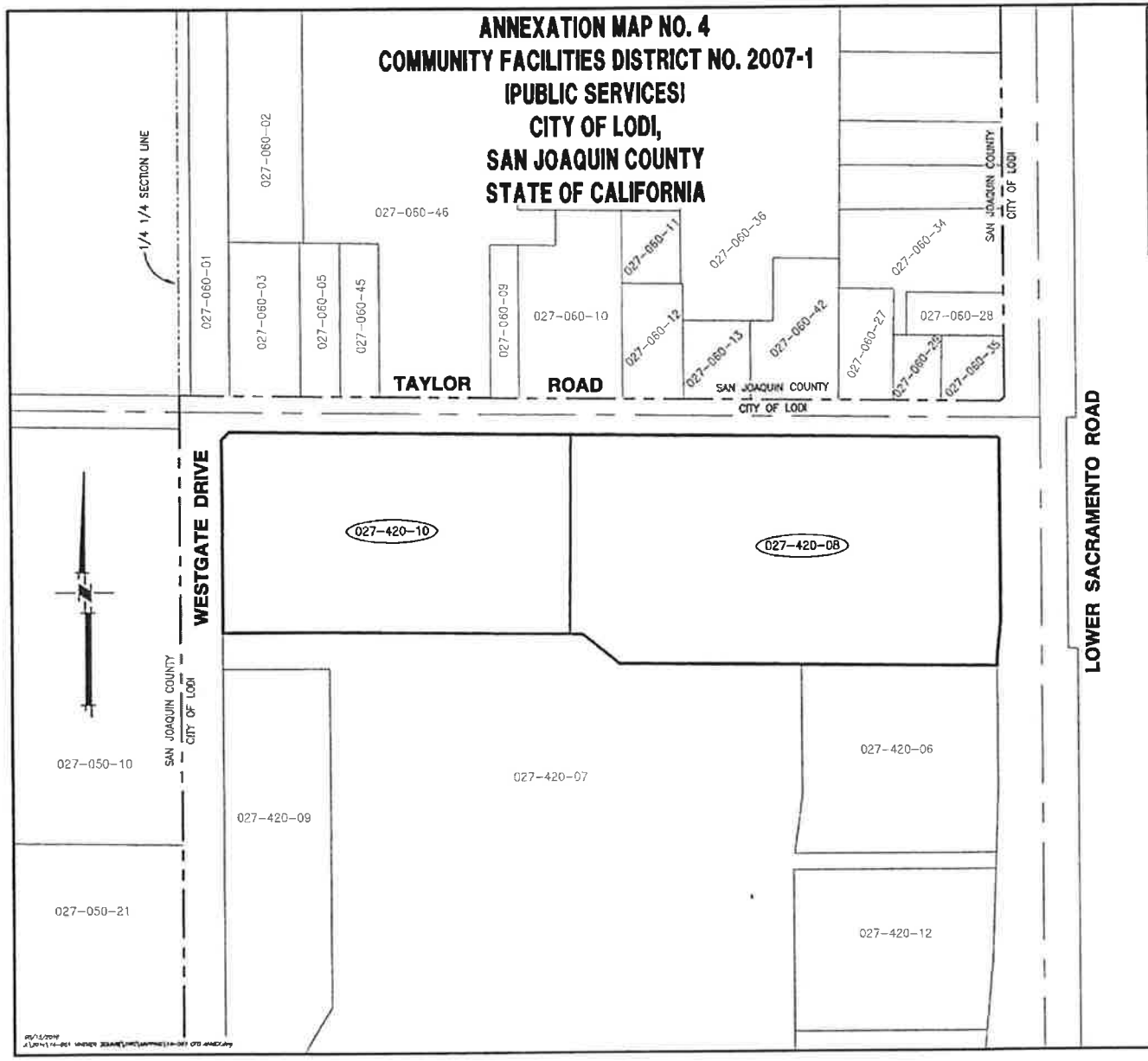
Charles E. Swimley, Jr.
Public Works Director

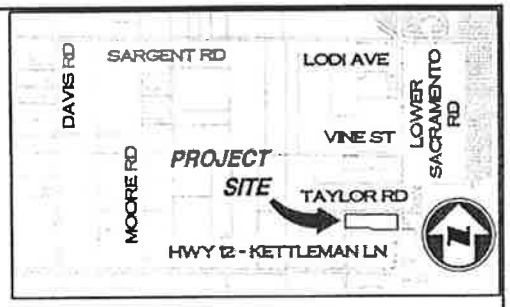
CES/LC/tdb
Attachments

cc: Lyman Chang, Deputy Public Works Director/City Engineer
Janice D. Magdich, City Attorney
Chris Conklin, Grupe Company

Attachment A

ANNEXATION MAP NO. 4
COMMUNITY FACILITIES DISTRICT NO. 2007-1
(PUBLIC SERVICES)
CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA





VICINITY MAP

LEGEND:

EXISTING CITY LIMIT LINE SHOWN THUS ——— - - - ———

PROPOSED ANNEXATION BOUNDARY ———

ASSESSOR'S PARCEL NO.s INCLUDED IN ANNEXATION (029-380-05)

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 2016.

_____
JENNIFER M. FERRAIOLO, CITY CLERK
CITY OF LODI

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 4 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 _____, 2016, BY ITS RESOLUTION NO. 2016-_____.

_____
JENNIFER M. FERRAIOLO, CITY CLERK
CITY OF LODI

FILED THIS _____ DAY OF _____, 2016, AT THE HOUR OF _____ O'CLOCK ___.M. 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.

_____
STEVE J. BESTOLARIDES, 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 THIS PARCELS LISTED.

THE SAN JOAQUIN COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

MCR ENGINEERING
MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL: (209) 239-6229
FAX: (209) 239-8839

SHEET 1 OF 1

Attachment B

RESOLUTION NO. 2016-____

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. 4)

==========

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council (the "City Council") of the City of Lodi (the "City"), on April 4, 2007 approved Resolution No. 2007-59 establishing the City of Lodi Community Facilities District No. 2007-1 (Public Services) (the "CFD");

WHEREAS, the City Council called a special election for April 11, 2007 at which 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;

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;

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 City Council of the City of Lodi 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. 4 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" which is on file with 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 a map entitled "Annexation Map No. 1 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" recorded on June 25, 2014 in Book 6 of Assessment Maps at Page 54 in the Office of the San Joaquin County Recorder.

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 cost of providing Services includes "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. 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 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.4.

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 17, 2016, 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: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

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, public masonry wall, 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 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 July 6, 2016, adopted its Resolution No. 2016-____, 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 17, 2016, 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. 2016-____

A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING ITS INTENTION TO ANNEX TERRITORY
(THE VINE SUBDIVISION) TO COMMUNITY FACILITIES
DISTRICT NO. 2007-1 (PUBLIC SERVICES) AND TO
LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC
SERVICES AND CALLING A PUBLIC HEARING
(Annexation No. 4)

==========

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council (the "City Council") of the City of Lodi (the "City"), on April 4, 2007 approved Resolution No. 2007-59 establishing the City of Lodi Community Facilities District No. 2007-1 (Public Services) (the "CFD");

WHEREAS, the City Council called a special election for April 11, 2007 at which 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;

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;

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 City Council of the City of Lodi 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. 4 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" which is on file with 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 (i) 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, (ii) in a map entitled "Annexation Map No. 1 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" recorded on June 25, 2014 in Book 6 of Assessment Maps at Page 54 in the Office of the San Joaquin County Recorder, (iii) in a map entitled "Annexation Map No. 2 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder, and (iv) in a map entitled "Annexation Map No. 3 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" recorded on September 29, 2015 in Book 6 of Assessment Maps at Page 69 on file with the City Clerk and recorded in the Office of the San Joaquin County Recorder.

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 cost of providing Services includes "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. 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 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. 4.

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 17, 2016, 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: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM **C-20**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set a Public Hearing for July 20, 2016, to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Authorize Six Low-Density Residential Growth Management Allocations for the 950 South Garfield Subdivision

MEETING DATE: July 6, 2016

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set a Public Hearing for July 20, 2016, to consider adopting a resolution approving the Planning Commission's recommendation to authorize six Low-Density Residential Growth Management Allocations for the 950 South Garfield Subdivision.

BACKGROUND INFORMATION: As part of the City's Growth Management program, the Planning Commission reviews allocation requests for new housing developments. Following a public hearing, the Commission makes a recommendation for City Council consideration.

On June 8, 2016, the Planning Commission held a public hearing regarding the 2016 Residential Growth Management Development Allocation. At this hearing the Planning Commission reviewed a request by Eaton Place LP for Growth Management Allocation for six Low-Density Residential Lots and a Subdivision Map for the Proposed 950 South Garfield Subdivision, a 2.15-acre seven-lot subdivision.

The Commission received a staff report, heard the staff presentation; asked questions of staff as well as the applicant; opened the hearing to the public for testimony in support and in opposition to the application; closed the public hearing and voted 6-0 to recommend the City Council approve the applicant's request for six Low-Density Residential growth management allocation units and approve the Final Map for the project.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_____
Stephen Schwabauer
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM **C-21**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for July 20, 2016, to Consider Introducing an Ordinance Amending Lodi Municipal Chapter 13.20 – Electrical Service – By Repealing and Reenacting Sections 13.20.190 - Schedule EA (Residential Service) and 13.20.210 - Schedule EM (Mobile Home Park Service) in Their Entirety

MEETING DATE: July 6, 2016

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Set public hearing for July 20, 2016, to consider introducing an ordinance amending Lodi Municipal Chapter 13.20 – Electrical Service – by repealing and reenacting sections 13.20.190 - Schedule EA (Residential Service) and 13.20.210 - Schedule EM (Mobile Home Park Service) in their entirety.

BACKGROUND INFORMATION: In September 2015 and January 2016, Lodi Electric Utility (LEU) presented to the City Council two separate reports on the issues and challenges facing utilities with respect to the changing electric utility business model.

Under the traditional model, utilities were the sole providers of electricity to meet a customer's power requirements. Customers now have the option to install their own generation, on-site energy storage technology is becoming available to the general public, and customers continue to implement energy efficiency measures.

Like most electric utilities, LEU's rates are structured to recover a portion of its revenue requirement through a bundled energy charge for both commodity (variable) and non-commodity (fixed) expenses. This means that fixed costs are recovered largely when the customer is billed for energy. As a customer uses less energy, less fixed revenue is recovered – despite the reality that the fixed costs remain the same or increase for the utility. As such, less revenue received through fixed costs results in the need for higher variable (energy) charges to cover fixed costs.

Other utilities such as Alameda, Redding, Turlock Irrigation District, SMUD, Modesto Irrigation District and Roseville have acknowledged this issue by implementing fixed charges ranging from $11.50 to $22 per month.

With the current 5-tier residential rate structure, higher users are paying a higher energy charge per kilowatt-hour (kWh) and thus paying a higher share of fixed costs than the lower user paying a lower energy charge per kWh. The current residential electric rate charges are provided below:

Minimum Charge - $5.25

Energy Charge ($/kWh)

Tier 1	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
$0.14910	$0.15225	$0.23468	$0.33390	$0.34650

APPROVED: _____

Stephen Schwabauer, City Manager

Fixed costs for LEU currently account for approximately 45 percent of all expenses, while LEU currently collects no fixed charge from its residential customers. These fixed or non-power costs include billing, metering, contributions to the General Fund, and debt service to name a few. A minimum charge currently applies only to customers using less than 36 kWh per month or less than 2 percent of all residential customers.

As such, it has become necessary for electric utilities to evaluate the impact of these changes so that the utility recovers necessary costs and ensures one group of customers is not benefitting at the expense of another. To improve alignment between charges and costs, LEU is proposing to eliminate the minimum monthly charge of $5.25 per month and replace it with a $10 per month fixed charge for residential customers. In addition, LEU is proposing to reduce the number of tiers from 5 to 3 for residential customers. The proposed residential electric rate charges are provided below:

Customer Charge - $10.00

Energy Charge ($/kWh)

Tier 1	**Tier 2**	**Tier 3**
$0.1400	$0.1550	$0.3300

For a better understanding of the customers impacted by these changes, the table below provides a snapshot of monthly usage for the average residential, low-income and solar customers:

	Residential	**Low-Income**	**Solar**
Average Monthly Usage (kWh)	567	506	288

This revenue neutral rate re-structure is projected to generate approximately $2 million in fixed revenue, thereby allowing for a reduction and simplification in energy rates and tiers. The impact to the low, medium and high use customer is illustrated below and includes an average energy cost adjustment, applicable surcharges and taxes. For simplicity, the comparison below is provided based on summer billing rates. The information below does not include any applicable low-income, fixed-income and/or medical discounts. Those discounts would be applied accordingly and thereby reduce the overall impact to customers eligible for those discounts.

	Low User (300 kWh)	**Medium User (750 kWh)**	**High User (1,000 kWh)**
Currently Monthly Bill	$47	$128	$193
Proposed Monthly Bill	$54	$124	$172
Increase (Decrease)	$7	($4)	($21)

In addition, because mobile home park residents are charged by the master metered customer in the same manner as a residential customer is charged by the utility, the changes outlined above are also proposed to the current mobile home park rates. Staff also conducted a comprehensive review of the current charges and discounts to master metered mobile home park accounts and is proposing additional changes, including a pad discount reduction and assessment of a customer charge to cover monthly billing costs which, when combined with the proposed rate restructure, will result in a small monthly increase to the master metered customer. Staff met with representatives from the various mobile home parks in June 2016 to discuss the proposed changes.

These proposed changes, if approved, will begin to align Lodi's residential rate structure with industry standards, fairly allocate fixed costs to all residential customers, and create a more simplified and easier

to understand rate structure. More importantly, these proposed changes will maintain Lodi's competitive rates with PG&E and other publicly-owned utilities.

The proposed changes are outlined in the attached Exhibit A.

FISCAL IMPACT: The proposed changes are revenue neutral.

FUNDING AVAILABLE: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Price, Rates & Resources Manager
EAK/MP/lst

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE CHAPTER 13.20 – ELECTRICAL SERVICE – BY REPEALING AND REENACTING SECTIONS 13.20.190 - "SCHEDULE EA – RESIDENTIAL SERVICE" AND 13.20.210 - "SCHEDULE EM – MOBILEHOME PARK SERVICE" IN THEIR ENTIRETY

==========

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.190 "Schedule EA – Residential Service" is hereby repealed and reenacted in its entirety to read as follows:

APPLICABILITY:

This schedule is applicable to single-phase domestic power service in single-family and multi-family dwellings separately metered by the City including those on discontinued all electric rate schedule, EE.

RATES:

~~Minimum~~Customer Charge .....$~~5.25~~10.00

Energy Charge is by Tier of kWh usage:

	Tier 1 ~~(Baseline)~~	Tier 2 ~~(101-130% of baseline)~~	Tier 3 ~~131-200% of baseline)~~	~~Tier 4 (201-300% of baseline)~~	~~Tier 5 (Over 300% of baseline)~~
$/kWh	$0.14~~91~~00	$0.15~~225~~50	$0.~~23468~~3300	~~$0.33390~~	~~$0.34650~~

Summer (May through October) Energy Tiers

	Tier 1 ~~(Baseline)~~	Tier 2 ~~(101-130% of baseline)~~	Tier 3 ~~131-200% of baseline)~~	~~Tier 4 (201-300% of baseline)~~	~~Tier 5 (Over 300% of baseline)~~
Beginning Tier kWh/month	0	482	>962~~626~~	~~963~~	~~>1,443~~
Ending Tier kWh/month	481	~~625~~962	~~962~~	~~1,443~~	

Winter (November through April) Energy Tiers

	Tier 1 ~~(Baseline)~~	Tier 2 ~~(101-130% of baseline)~~	Tier 3 ~~131-200% of baseline)~~	~~Tier 4 (201-300% of baseline)~~	~~Tier 5 (Over 300% of baseline)~~
Beginning Tier kWh/month	0	392	>782~~509~~	~~783~~	~~>1,173~~
Ending Tier kWh/month	391	~~508~~782	~~782~~	~~1,173~~	

ENERGY COST AJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The Billing Cycle Charge is the ~~higher of the~~ sum of the ~~Minimum~~Customer Charge, ~~and the ECA or the sum of~~ the Energy Charge and the ECA.

SPECIAL CONDITIONS:

(a) When a business or commercial establishment is conducted in conjunction with a residence and both are measured through one meter, this rate does not apply.

(b) This rate does not apply to service used for common area and facilities in multi-family dwellings.

(c) ~~An a~~Additional discounts ~~is~~are available as described in Schedule MR, Residential Medical Discount and Schedule ED, Residential SHARE Program Service.

FIXED INCOME DISCOUNT:

For those customers who are on fixed incomes below $45,000 annually and who are over 62 years of age, and do not qualify for any other discount, a discount of 5% shall apply to the electric bill. Procedures as to qualification will be established by the Electric Utility Department.

SECTION 2. Lodi Municipal Code Section 13.20.210 "Schedule EM – Mobilehome Park Service" is hereby repealed and reenacted in its entirety to read as follows:

APPLICABILITY:

This schedule is applicable to service supplied to mobile home parks through one meter and sub-metered to all individual mobile home units.

RATES:

~~Minimum~~Customer Charge (Master Meter Customer)...$~~5.25~~1 per individual mobile home park unit.

Energy Charge is by Tier of kWh usage:

	Tier 1 ~~(Baseline)~~	Tier 2 ~~(101-130% of Baseline)~~	Tier 3 ~~(131-200% of Baseline)~~	~~Tier 4 (201-300% of baseline)~~	~~Tier 5 (Over 300% of baseline)~~
$/kWh	$0.14~~91~~00	$0.15~~22~~50	$0.~~23468~~3300	~~$0.33390~~	~~$0.34650~~

Summer (May through October) Energy Tiers

	Tier 1 ~~(Baseline)~~	Tier 2 ~~(101-130% of Baseline)~~	Tier 3 ~~(131-200% of Baseline)~~	~~Tier 4 (201-300% of baseline)~~	~~Tier 5 (Over 300% of baseline)~~
Beginning Tier kWh/month	0	482	>962~~626~~	~~963~~	~~>1,443~~
Ending Tier kWh/month	481	~~625~~962	~~962~~	~~1,443~~	

Winter (November through April) Energy Tiers

	Tier 1 ~~(Baseline)~~	Tier 2 ~~(101-130% of Baseline)~~	Tier 3 ~~131-200% of Baseline)~~	~~Tier 4 (201-300% of baseline)~~	~~Tier 5 (Over 300% of baseline)~~
Beginning Tier kWh/month	0	392	~~509~~>782	~~783~~	~~>1,173~~
Ending Tier kWh/month	391	~~508~~782	~~782~~	~~1,173~~	

MASTER METER / SUB-METER DISCOUNT:

For each occupied mobile home park unit, the park owner will receive a monthly discount in the ~~same~~ amount of $3.00 ~~as allowed to PG&E by the California Public Utilities Commission for the nearest geographic area, expressed as one twelfth of a discount amount based on a 365 day year.~~

ENERGY COST AJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The Billing Cycle Charge is the ~~higher~~sum of the ~~Minimum~~Customer Charge (Master Meter Customer), ~~or the sum of~~ the Energy Charge, the Master Meter / Sub-Meter Discount and the ECA.

SPECIAL CONDITIONS:

(a) This rate is available only for mobile home park master metering in service prior to March 31, 1989.

(b) It is the responsibility of the master-metered customer to notify the City Finance Department by the 5th day of each month of any change in the number of occupied mobile home park units wired for service on the first day of that month.

(c) Miscellaneous electric loads such as general lighting, laundry rooms, general maintenance, and other similar use incidental to the operation of the premises as a multi-family accommodation will be considered domestic use.

(d) For the master-metered Customer to qualify for Single Household Alternative Rate for Energy (SHARE) and/or the Residential Medical Discount, the qualified sub-metered tenants of the master-metered Customer must submit the applicable application(s), including the tenant's unit number, to the City of Lodi Finance Department. The City of Lodi Finance Department will notify the master-metered Customer in writing of the tenant's certification for these programs.

(e) For tenants who are on fixed incomes below $45,000 annually and who are over 62 years of age, and do not qualify for any other discount, a discount of 5% of the qualifying tenant's electric bill (Fixed Income Discount) shall be provided to the master-metered Customer. Procedures as to qualification will be established by the Electric Utility Department.

(f) The master-metered customer, not the City of Lodi, is responsible for extending the SHARE, Residential Medical Discount, and Fixed Income Discount to tenants certified to receive them. If verification establishes that the SHARE, Residential Medical Discount, or Fixed Income Discount tenant is ineligible, the tenant will be removed from the master-metered Customer's qualified tenants and the City of Lodi may render corrective billings.

(g) The master-metered Customer shall not bill any sub-metered tenant more than that tenant would be billed if that tenant were an individual customer of the City of Lodi. For a qualifying SHARE tenant, the master-metered Customer shall bill the qualifying tenant at the applicable rates equivalent to Schedule ED, Residential SHARE Program Service. For a tenant qualifying for a Residential Medical Discount, the master-metered Customer shall the bill the qualifying tenant in accordance with the provisions of Schedule MR, Residential Medical Discount. For tenants qualifying for a Fixed Income Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of paragraph (e) herein.

A tenant not qualified for any of the above discounts shall be billed using ~~the same rate schedule that the City bills the park owner (e.g., in accordance with the section titled "Rates" herein)~~, the rates and charges provided for in Schedule EM, Mobile Home Park Service, except~~ing~~ the Master Meter / Sub-Meter Discount shall not be provided to tenants and the master-metered Customer shall not bill the tenant the Schedule EM, Mobile Home Park Service Customer Charge (Master Meter Customer).

(h) With the exception of the Customer Charge provided for in Schedule EA, Residential Service, ~~T~~the master-meter/sub-meter rate discount provided herein prohibits further

recovery by mobile home park owners for the costs of owning, operating and maintaining their electric sub-metered system.

(i) Upon request, mobile home park owners must submit copies of their tenant billings to the City of Lodi for auditing to ensure compliance with this rate tariff, provided however that such requests shall not be made more often than semi-annually.

SECTION 3. 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 4. 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 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of _____, 2016

_____
MARK CHANDLER
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 July 20, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2016, 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

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.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items

AGENDA ITEM **H-01**

CITY OF LODI
COUNCIL COMMUNICATION

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AGENDA TITLE: Appointments to the Lodi Arts Commission, Planning Commission, and Library Board of Trustees; and Re-Post for Vacancies on the Lodi Arts Commission and Greater Lodi Area Youth Commission

MEETING DATE: July 6, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointments to the Lodi Arts Commission, Planning Commission, and Library Board of Trustees; and re-post for vacancies on the Lodi Arts Commission and Greater Lodi Area Youth Commission.

BACKGROUND INFORMATION: On April 6, 2016, the City Council directed the City Clerk to post for three expiring terms on the Lodi Arts Commission, two expiring terms on the Planning Commission, two expiring terms on the Library Board of Trustees, and expiring terms on the Greater Lodi Area Youth Commission (one adult advisor and five student members). The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the appointments detailed below.

Due to the low number of applications received, it is recommended that the two remaining vacancies on the Lodi Arts Commission be re-posted until filled and the vacancies on the Greater Lodi Area Youth Commission be re-posted for one month. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

APPOINTMENT:

Lodi Arts Commission

Richard Vasquez Term to expire July 1, 2019

NOTE: One applicant (one application seeking reappointment); posting ordered 4/6/16; application deadline – 5/16/16.

Planning Commission

Tiffany Gomes Term to expire June 30, 2020
Crystal Kirst Term to expire June 30, 2020

NOTE: Ten applicants (one application seeking reappointment; eight new applications; one application on file); posting ordered 4/6/16; application deadline – 5/16/16.

Library Board of Trustees

Terry Costa Term to expire June 30, 2019
Scot Martin Term to expire June 30, 2019

NOTE: Four applicants (two applications seeking reappointment; one new application; one application on file); posting ordered 4/6/16; application deadline – 5/16/16.

APPROVED: _____
Stephen Schwabauer, City Manager

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POSTING:

Lodi Arts Commission

2 Vacancies	Terms to expire July 1, 2019

Greater Lodi Area Youth Commission

5 Student Vacancies	Terms to expire May 31, 2018
1 Adult Advisor Vacancy	Term to expire May 31, 2019

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Introduce Ordinances Enacting a Special Transactions and Use Tax for Parks and a Special Transactions and Use Tax for Public Safety (Police and Fire), to be Collected and Administered by the State Board of Equalization, Subject to Adoption by the Electorate; Adopt Resolutions Calling for an Election to Ask the Voters of the City of Lodi to (i) Approve a Special Transactions and Use Tax for Parks in the Amount of One-Eighth Cent per Dollar (0.125%) for a Period of Fifteen Years, with the Use of the Tax Revenue to be Used Exclusively for Park Repairs, Maintenance, Improvements, and Upgrades, and to be Reviewed by an Independent Citizens Oversight Committee, and (ii) Approve a Special Transactions and Use Tax for Public Safety in the of Amount of One-Quarter Cent per Dollar (0.25%) for Fifteen Years, with the Use of the Tax Revenue to be Used Exclusively for Increased Staffing and Training of Police and Fire Personnel, and to be Reviewed and Reported on by an Independent Citizens Oversight Committee and Further Requesting that the Board of Supervisors for the County of San Joaquin Consolidate the Election with the Established Election to be held on November 8, 2016, and Direct the County Registrar of Voters to Conduct the Election on the City's Behalf

MEETING DATE: July 6, 2016

PREPARED BY: City Manager, City Attorney, Police Chief, Fire Chief, and PRCS Director

RECOMMENDED ACTION: That the Council introduce ordinances for transactions and use taxes to be administered by the State Board of Equalization, and adopt resolutions calling for an election by the voters for a one-eighth cent per dollar (0.125%) sales tax for parks and a one-quarter cent per dollar (0.25%) sales tax for public safety (police and fire) to be place on the ballot for the November 8, 2016 general election.

BACKGROUND INFORMATION: The City's aging parks facilities are in urgent need of repair and upgrades. In addition, improvements to embankments at Lodi Lake are critical to correct erosion and prevent further loss of useable parkland. The City is without the revenue to fund the needed repairs and improvements. Also, Council has expressed a desire to increase Police staffing and return Fire Engine 1 to service. Engine 1 has operated in a 'brown-out' mode since 2009, due to a lack of funding. Again, the City is without a revenue source to fund the addition of public safety personnel and necessary training.

In order to fund park improvements and increase public safety staffing and training, the City has explored the possibility of a ballot measure proposing to raise revenue through a Transactions and Use Tax (i.e., sales tax) within the City of Lodi. The proposed "special purpose tax" would be paid in addition to the current sales tax and would be collected at the same time and in the same manner as the existing eight percent (8%) sales tax. California law authorizes the City Council on a two-thirds (2/3) vote of all members of the City Council to impose a "special purpose tax", provided the tax is approved by two-thirds (2/3) of the voters at a general election. Special tax revenue is legally restricted to the purposes

APPROVED: _____
Stephen Schwabauer, City Manager

identified in the ballot measure, and cannot be re-purposed to other City operations, programs, or services.

Following shirtsleeve meetings on May 3, 2016 and May 17, 2016, and on recommendation of the Parks and Recreation Commission, following receipt of the Parks Strategic Plan, Council directed staff to prepare special sales tax ordinances placing a one-eighth cent per dollar (0.125%) sales tax measure to rehabilitate the city's aging parks infrastructure on the November 8, 2016 general election ballot and a sales tax ordinance for a one-quarter cent per dollar (0.25%) sales tax measure to increase Police and Fire staffing, return Engine 1 to service, and enhance training of public safety personnel.

The estimated revenue to be generated by each tax measure and the proposed spending plans are set forth in detail below.

Current sales tax rates within San Joaquin County are as follows:

Escalon – 8%	Lathrop – 9%	Lodi – 8%
Manteca – 8.5%	Ripon – 8%	Stockton – 9%
Tracy – 8.5%	Unincorporated Areas – 8%	

Should the voters approve the sales tax increases in November, Lodi's sales tax rate would increase from 8.0 cents per dollar to 8.375 cents per dollar. For example, the sales tax for every $100 of purchased taxable merchandise would increase from $8.00 to $8.375, a 37.5 cent increase.

Council requested that a sunset clause be included in both tax measures. A sunset clause is a provision stating that the tax measure ends or "sunsets" after a certain period of time. Sunset clauses are perceived as beneficial because the tax is temporary and voters determine the period of time the tax is in effect. Extension of a sunset provision beyond the sunset date requires voter approval. In order to accomplish the proposed spending plans for parks and public safety, staff recommends a fifteen year sunset.

Council also directed that the tax measures include establishment of citizen oversight committees to oversee expenditures of the additional sales tax revenue. As drafted the tax measures for parks and public safety call for the establishment of citizen oversight committees to be charged with meeting annually to review the previous year's expenditure of the increased tax revenues. The committees would then compile a report to the Council stating how the funds were spent. The report would be presented at a regularly scheduled meeting of the Council and subject to public comment and discussion.

In addition, staff has included a provision in each of the tax measures requiring that the City's independent auditors audit the collection, management, and expenditure of the increased tax revenue during their annual audit of City finances. The report would be included in the City's Comprehensive Annual Financial Report (CAFR) that is reviewed annually and approved by the Council following public comment and discussion.

Pursuant to Government Code section 36937(d), ordinances related to taxes shall take effect immediately, and Government Code section 36937 allows ordinances related to taxes to be passed immediately upon introduction. Consequently, the ordinances will be effective immediately upon adoption by a 2/3 vote of all members of the City Council, subject to 2/3 voter approval at the November 8, 2016 general election.

Both ordinances have been reviewed and approved by the Board of Equalization and are attached to this council communication.

<u>Parks:</u>

The passage of a one-eighth cent per dollar (0.125%) sales tax measure for parks by the voters would enable the City to generate an estimated $1,400,000 in additional revenue annually (approximately

$21,000,000 over fifteen years), enabling the City to begin addressing maintenance and repair work in City parks, in addition to upgrading park amenities and infrastructure. Revenue generated from the additional sales tax allocated for parks will be placed in a special fund and may only be expended in accordance with the expenditure plan set forth in the detail in the ordinance and outlined below:

Parks Expenditure Plan	
Repair and maintain:	**$15.5 Million***
Protect Lodi Lake Park	• Reconstruct roadway and parking lots • Repair eroded riverbank, reclaim collapsed amphitheater • Replace north playground • Rehabilitate Nature Area trail system
Protect Our Children	• Replace outdated or previously removed playgrounds at Candy Cane, Emerson, Beckman, English Oaks, and Henry Glaves Parks; update other playgrounds as needed • Replace and maintain playground fall zones with adequate materials • Replace and repair worn Skate Park features rather than eliminating them
Fix What's Broken	• Replace facility roofs, garbage cans, sports courts, sports lighting, bleachers, swimming/wading pool mechanical systems and surfaces as they wear out • Irrigation repairs
Safe and Comfortable Parks	• New picnic tables, benches, drinking fountains, renovated restrooms • Prune or remove diseased, dying trees • Rehabilitate park parking lots • Park turf aeration, gopher control, leveling, etc.
Save Water	• Replace failing irrigation systems • Remove little-used turf areas and replace with low water-use alternatives
Upgrades:	**$5.5 Million***
Make Lodi Lake Park Better	• Build new three-quarter mile riverfront trail, explore potential for water bridge • Replace restrooms • Develop park master plan, invest in community-desired improvements • Build kayak launch improvements
Improve Our Neighborhood Parks, Other Facilities	• Build splash pad • Improve sports field lighting • Install dog park amenities • Grape Bowl access improvements • Install playground/picnic shelter at Beckman Park, others; replace restrooms • Improve picnic area on west side of Peterson Park • Reconfigure sports fields at Blakely Park
*Investment dollar amounts reflected on this document are estimations and subject to change.	

Public Safety (Police and Fire):

The passage of a one-quarter cent per dollar (0.25%) sales tax measure for public safety by the voters would enable the city to generate an estimated $2,800,000 in additional revenue annually, to be distributed 64% to Police (an estimated $1,792,000 per year) and 36% to Fire (an estimated $1,008,000 per year), (cumulatively, an estimated $26,880,000 to Police and $15,120,000 to Fire over fifteen years).

Police:

The City of Lodi has experienced a dramatic increase in property crimes over the last couple of years that has affected the quality of life in our community. Rising crime rates and increased calls for service have dramatically affected our ability to attract new families, businesses, and investments. A safe community is the foundation to a vibrant and successful community, however, the implementation of AB109 (2011 Public Safety Realignment) and Proposition 47, combined with decreased Police Department staffing levels, have resulted in a number of gang-related incidents and a surge in property crimes within the City of Lodi. Lodi Police Department staffing levels are at an all-time low; normal police patrols that are critical in preventing criminal activity have been dramatically impacted due to low levels of staffing. This is reflected by increased response times and increased overtime costs to cover officer vacancies.

Addressing the first issue involves simply adding more police officers patrolling the streets. The Lodi Police Department needs more police officers to respond to emergency law enforcement calls and allow for proactive patrols that will deter criminal activity and restore public confidence in the safety of our community. Additional sales tax revenue will allow for an increase in patrol staffing levels, and gang enforcement officers to work within the community to combat the growing number of gang-related incidents.

The Department will also hire an additional part time Youth Outreach Worker, to complement and enhance the relationships the existing Youth Outreach Worker has developed within the community. Because of the gang lifestyle has a strong attraction to youth, it is imperative that the City not only continue to fund one Youth Outreach Worker, but a second part time Youth Outreach Worker to expand gang intervention and prevention work within the Lodi community.

In addition, the Department will hire two part-time sworn park rangers to assist PRCS in ensuring the safety of its patrons at City parks. Currently there are two part-time sworn park rangers, however, the number of parks outweighs the ability of the two officers to effectively patrol all City parks and perform crime prevention successfully.

Revenue generated from the additional sales tax allocated for Police will be placed in a special fund and may only be expended in accordance with the spending plans outlined below:

Police Expenditure Plan:

The projected revenue from the special sales tax, will be used to fund newly created positions within the Police Department. The additional tax revenue would enable the city to fund up to eight (8) additional police officers; one (1) part-time Youth Outreach Worker; and two (2) part-time sworn park rangers; along with necessary equipment, and department training. The revenue to be generated by the public safety tax measure is not intended to provide funding to offset the cost of current staffing levels, levels but rather to provide funding for additional officers and non-sworn staff while the City continues to fund established positions from the General Fund. The remaining estimated $152,193 will be used for officer safety equipment and staff training.

Fire:

A reduction in City revenue in 2009, forced the Lodi Fire Department to reduce expenditures by partially shutting down Fire Engine 1, located in the downtown district, covered by our Central Fire Station on Elm Street. Despite the cost savings, the “brown-out” of Fire Engine 1 has resulted in reduced firefighter staffing levels and has created service delivery impacts to the entire community. The browning-out of Engine 1 has negatively affected the fire department’s ability to provide adequate fire and medical coverage for public safety services and hinders an effective response model, lowering firefighter safety and creating a void in fire response to downtown. An effective response model utilizes all available resources to their full capabilities, sending the closest appropriate fire apparatus to the emergency fire or medical call. The Fire Department is committed to providing the highest levels of service and returning

Engine 1 to service will ensure we meet fire industry standards. The first priority with the dollars raised by the public safety tax measure will be to increase firefighter staffing to return downtown Engine 1 to service.

The remainder of the revenue generated for fire from additional sales tax revenue, will be designated for department training, which was significantly reduced in 2009 and has not increased to pre-1998 levels. It is imperative for our firefighters to receive the necessary fire and medical training to continue to provide the highest level of quality emergency services to our citizens. To ensure the highest levels of public safety services and improve firefighter and community safety, the department follows national, state, OSHA, and NFPA mandated and recommended training standards. These standards include; in-house training, education, and professional development programs encompassing everything from basic level firefighting techniques in the fire academy all the way to highly specialized categories of hazardous materials and technical rescue. With the increase in training, the Fire Department will be able to continue the development and delivery of proactive training and deploy programs to ensure we are able to meet and keep up with the ever-changing demographic needs of the community. The Fire Department staff strives to remain at the leading edge of the fire profession. Going beyond the minimum standards, and striving to exceed departmental expectations, can only occur with enhanced education and training programs.

Revenue generated from the additional sales tax allocated for Fire will be placed in a special fund and may only be expended in accordance with the spending plans as outlined below:

Fire Expenditure Plan:
The estimated one million dollars that the Public Safety Tax Initiative will generate for the Lodi Fire Department will allow the City to fully staff Fire Engine 1. The department plans to utilize current overtime operating dollars of $592,860, with an estimated $798,929 coming from the public safety tax measure to staff Fire Engine 1, an estimated annual cost of $1,391,789. The Fire Department is recommending overtime in staffing Fire Engine 1 versus hiring additional full time employees because it will eliminate any long term commitment of the City and provide an overall costs savings by not having to purchase and maintain additional personal safety equipment or accrue the cost of retirement and health insurance benefits. In addition, revenue generated from the tax measure, would be used to address the total training needs of the department, including basic skills learned in the fire academy to specialized training for hazardous material, technical rescue, and professional development.

FISCAL IMPACT: Annual revenue generated from the additional sales taxes is estimated to be $1,400,000 for Parks and $2,800,000 for Police and Fire (allocated 64% to Police and 36% to Fire). Revenue from each tax measure will be placed in special funds, and expenditures will be overseen by designated citizen oversight committees.

Stephen Schwabauer, City Manager	Janice D. Magdich, City Attorney
Tod Patterson, Police Chief	Larry Rooney, Fire Chief
Jeff Hood, PRCS Director	

Attachments:

1. Special Tax Ordinance for Parks
2. Resolution for Parks Ballot Measure
3. Parks Spending Plan (FY 2017/18 – FY 2031/32)
4. Special Tax Ordinance for Public Safety
5. Resolution for Public Safety Ballot Measure
6. Public Safety Expenditure Plan

ATTACHMENT 1

TO COUNCIL COMMUNICATION

ORDINANCE NO. 2016-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI AMENDING LODI MUNICIPAL CODE TITLE 3 - REVENUE AND FINANCE BY ADDING CHAPTER 3.30 "SPECIAL TRANSACTION AND USE TAX FOR PARKS REPAIRS, MAINTENANCE, IMPROVEMENTS, AND UPGRADES" IMPOSING A SPECIAL ONE-EIGHTH CENT PER DOLLAR (0.125%) TRANSACTIONS AND USE TAX FOR PARK REPAIRS, MAINTENANCE, IMPROVEMENTS, AND UPGRADES TO BE COLLECTED AND ADMINISTERED BY THE STATE BOARD OF EQUALIZATION SUBJECT TO VOTER APPROVAL

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The City Council of the City of Lodi hereby finds as follows:

A. Additional revenue is necessary to fund park repairs, maintenance, and upgrades, including such items as reconstructing parking lots and roadways at Lodi Lake and other City parks; rehabilitating and building park trails; renovating playgrounds; replacing and installing drinking fountains and park furniture; improving water efficiency and making other park infrastructure improvements.

B. The City's adopted budget for FY2016/17 is only able to provide for minimal funding for the repair and maintenance of City parks, and continues to defer capital investment needs. The City's financial forecast over the next five years continues to reflect a lack of resources available to address park repairs, maintenance, improvements, and upgrades.

C. The City Council may propose that voters approve a special transactions and use tax (sales tax) to raise additional funds for park repairs, maintenance, and upgrades.

D. A special transactions and use tax is a type of special tax that may be imposed by the City Council to achieve these purposes.

E. Pursuant to Section 7285.91 of the Revenue and Tax Code, the City Council may impose a special transactions and use tax for general purposes at a rate of one eighth of one percent (0.125%) or a multiple thereof, if the ordinance proposing the tax is approved by a two-thirds vote of all members of the City Council and the tax subsequently is approved by a two-thirds vote of qualified voters of the City voting in an election.

F. A special transactions and use tax of one eighth of one percent (0.125%) will generate sufficient revenue to enable the City to begin addressing maintenance and repair work in City parks, and to make improvements, and upgrades to park amenities and park infrastructure throughout the City. The special tax would generate an estimated $1,400,000 in annual revenue and an estimated $21,000,000 over fifteen (15) years.

G Government Code Section 53724(c) requires that an election on a special tax be consolidated with a statewide primary election, a statewide general election, or a regularly scheduled local election at which all of the electors of the local government or district are entitled to vote.

H. November 8, 2016 is the date of the statewide general election, and is the next election date eligible for inclusion of this special tax measure.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LODI:

Section 1. Lodi Municipal Code Title 3 - Revenue and Finance is hereby amended by adding Chapter 3.30 "Special Transaction and Use Tax for Parks Repairs, Maintenance, Improvements, and Upgrades" and shall read as follows:

CHAPTER 3.30

SPECIAL TRANSACTIONS AND USE TAX ORDINANCE FOR PARKS REPAIRS, MAINTENANCE, IMPROVEMENTS, AND UPGRADES

Sections:

3.30.010 Title
3.30.020 Operative Date
3.30.030 Purpose
3.30.040 Contract with State
3.30.050 Transaction Tax Rate
3.30.060 Place of Sale
3.30.070 Use Tax Rate
3.30.080 Termination Date
3.30.090 Adoption of Provisions and State Law
3.30.100 Limitations on Adoption of State Law and Collection of Use Taxes
3.30.110 Permit Not Required
3.30.120 Exemptions and Exclusions
3.30.130 Amendments
3.30.140 Enjoining Collection Forbidden
3.30.150 Refunds and Credits; Suits and Legal Proceedings
3.30.160 Special Fund; Restricted Use of Tax Proceeds and Expenditure Plan
3.30.170 Establishment of Special Parks Sales Tax Oversight Committee
3.30.180 Annual Audit and Report

3.30.010 Title. This ordinance shall be known as the City of Lodi Special Transactions and Use Tax Ordinance for Parks Repairs, Maintenance, Improvements, and Upgrades. The City of Lodi hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.30.020 Operative Date. "Operative date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.30.030 Purpose. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.91 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if two-thirds of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.40.040 Contract with State. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.30.050 Transactions Tax Rate. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one-eighth percent (0.125%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.30.060 Place of Sale. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.30.070 Use Tax Rate. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one-eighth cent (0.125%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made.

3.30.080. Termination Date. The authority to levy the tax imposed by this ordinance shall expire on the fifteenth anniversary of the operative date, unless extended by a two-thirds majority vote of the voters of the City.

3.30.090 Adoption of Provisions of State Law. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.30.100. Limitations on Adoption of State Law and Collection of Use Taxes. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefore. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.30.110. Permit Not Required. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.30.120. Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax levied by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subsections (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax levied by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State,

the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.30.130. <u>Amendments.</u>

A. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

B. Pursuant to Elections Code Section 9217 or any successor statute, the City Council may amend or repeal this ordinance and any of its exhibits, but not increase or extend the rate of tax levied herein, without a vote of the people.

3.30.140 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.30.150. Refunds and Credits; Suits and Legal Proceedings.

A. Refunds of and credits for any tax paid pursuant to this Chapter may be made only as provided for in Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code.

B. Suits and proceedings for the recovery of any amount alleged to have been erroneously or illegally determined or collected pursuant to this Chapter may be maintained in any court only as provided for in Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code. A judgment shall not be rendered in favor of the plaintiff in any action brought against the State Board of Equalization to recover any amount paid when the action is brought by or in the name of an assignee of the person paying the amount or by any person other than the person who paid the amount.

3.30.160. Special Fund; Restricted Use of Tax Proceeds and Expenditure Plan.

All proceeds of the special tax levied and imposed by this ordinance shall be accounted for and paid into a special fund or account designated for use by the City of Lodi only for parks services as set forth in the Parks Expenditure Plan for the administration and expenditure of the tax revenue, attached to this ordinance as Exhibit 1, and made a part hereof as though fully set forth herein. The Parks Expenditure Plan may be amended from time to time by a majority vote of the City Council, as long as the fund continues to be utilized for parks repairs, maintenance, and upgrades. No revenues collected pursuant to the tax levied by this ordinance may be spent on General Fund operating expenses in effect at the time this ordinance becomes effective, or projects that are not a part of the Parks Expenditure Plan. Revenues collected by this ordinance shall supplement, rather than replace, existing City expenditures for parks services as reflected in the FY 2016/2017 budget.

3.30.170 Establishment of Special Parks Sales Tax Oversight Committee.

A. Committee Established. A Citizens' Oversight Committee is hereby established in the City of Lodi to monitor the expenditures of revenue collected pursuant to this Ordinance only and to report to the People and the City Council.

B. Selection of Members. Members of the Citizens' Oversight Committee shall be appointed by the City Council. The Committee shall consist of five members. Members of the Citizens' Oversight Committee shall not be current City of Lodi employees, officials, contractors, or vendors of the City. Past employees, officials, contractors, and vendors shall be eligible to serve on the Committee, provided that there are no conflicts of interest as determined by the City Attorney. Of the members of the Committee first appointed, three members shall be appointed for terms of two years and two members shall be appointed for terms of three years. Their successors shall be appointed for terms of three years. No member may serve more than two consecutive three-year terms. The City Council shall solicit members of the Citizens' Oversight Committee, through an open application process that is promoted through the City's adopted recruiting process. Any resident of Lodi is eligible to apply for Committee membership, subject to the restrictions specified above. All applications will be reviewed by the City Council,

which will have the authority to make final decisions regarding Committee composition, subject to the guidelines in this Ordinance.

C. Purposes and Jurisdiction. The Citizens' Oversight Committee shall conduct an annual review of expenditures of revenue collected pursuant to this Ordinance to determine whether such funds are expended for the purposes specified in the then current Parks Expenditure Plan. Committee members may review the annual financial audit performed by an independent auditor during the review process. The Citizens' Oversight Committee shall issue an annual report on their findings to the City Council and to the People. The Citizens' Oversight Committee annual report is subject to review and approval of the City Council. The Committee shall confine its review specifically to revenues generated pursuant to this Ordinance and the expenditure of those revenues. The Committee shall serve in an advisory-only role to the City Council. Committee members shall not play a formal or informal role in contracting, project management, or any other aspect of the parks repairs, maintenance and upgrades funded by this Ordinance. The Committee is not charged with decision-making on spending priorities; schedules; project details; funding source decisions; financing plans, including changes or revisions to the Parks Expenditure Plan; or tax rate assumptions. The Committee shall have no jurisdiction other than that delegated to it by the People pursuant to this Ordinance. The Lodi City Manager or the City Manager’s designee shall provide reasonable administrative or technical assistance required by the Committee to fulfill its responsibilities or publicize its findings.

D. Meetings. The Citizens' Oversight Committee shall meet annually with specific meeting dates to be determined by Committee members. Citizens' Oversight Committee meetings are subject to the Brown Act. Meetings must be noticed and open to the public. Committee minutes and reports are a matter of public record, and must be posted on a web site provided by the City. Additional meetings may be scheduled by the Committee as necessary. All Committee members shall attend a training and orientation session prior to the first regular Committee meeting. Committee members are expected to attend all regular meetings. Failure to attend two consecutive meetings may result in removal from the Committee at the discretion of the City Council.

E. Committee Operations. The Citizens' Oversight Committee will select members to serve as Chair and Vice Chair of the Committee. A City staff person will be appointed by the City Manager, or the City Manager's designee, to serve as Secretary. The Secretary will be responsible for preparing, posting and distributing agendas and taking minutes at each meeting. Approved minutes shall be made available to the public. Committee decisions, positions, findings and procedures shall require a simple majority vote of those Committee members in attendance. The quorum requirement for any meeting shall be a minimum of three (3) members.

F. Vacancies. Committee members may be removed from the Committee only by the City Council for repeated absences at committee meetings, malfeasance, failure to meet the qualifications set forth in this Section, or for inability or unwillingness to fulfill the duties of a Committee member. In the event of removal, resignation, or death, the City Council shall appoint a person to fill the vacant seat.

G. Miscellaneous. Subject to the restrictions specifically addressed in this Section, the Committee may draft and adopt its own standard procedures and by-laws by majority vote. All Citizens' Oversight Committee procedures and by-laws remain subject to review and approval of the City Council.

3.30.180 Annual Audit and Report.

A. The revenue from the tax imposed by this Chapter shall be subject to the annual audit performed by the City's independent auditor of the City's books, records, accounts, and fiscal procedures and which is reported in the City's Comprehensive Annual Financial Report.

B. In addition to the annual audit, an Annual Review Report shall be prepared by the City, setting forth the amount of revenue received from the tax imposed by this Chapter, amount of disbursements, and description of expenditures. The purpose of the report is to assure accountability and the proper disbursement of the revenue from the tax imposed by this Chapter. The Annual Review Report shall be filed in the Office of the City Clerk not later than January 31st following the fiscal year in which the tax is collected.

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 circumstance is held invalid by a court of competent jurisdiction, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council of the City of Lodi hereby declares that they would have adopted each and every provision of this ordinance regardless of the invalidity of any other provision.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Compliance with the California Environmental Quality Act. The approval of this ordinance is exempt from the California Environmental Quality Act (Public Resources Code Sections 21000, et seq., "CEQA" and 14 Cal. Code of Regs. Sections 15000 et seq., "CEQA Guidelines"). This ordinance imposes a special sales tax that can be used for any legitimate governmental purposes as specified in this ordinance. It is not a commitment to any specific project that may result in a potentially significant physical impact on the environment.

Section 6. Codification. Subject to the voter approval, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Lodi Municipal Code.

Section 7. Effective Date. If this ordinance is approved by two-thirds of the voters voting on the issue at the November 8, 2016 election, pursuant to Elections Code Section 9217, this ordinance shall become effective ten (10) days after the City Council declares the results of the election.

Section 8. Certification and Publication. The City Clerk shall certify the final approval of this ordinance, publish the same as required by law, and forward a certified copy of the adopted ordinance to the State Board of Equalization.

Approved this_____ day of July, 2016

_____
MARK CHANDLER
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 July 6, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held July ___, 2016, 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

EXHIBIT 1

TO ORDINANCE ADDING CHAPTER 3.30 “SPECIAL TRANSACTION AND USE TAX FOR PARKS REPAIRS, MAINTENANCE, IMPROVEMENTS, AND UPGRADES”

PARKS SPENDING PLAN

Parks spending plan: One-eighth cent, 15 years

Item #		2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	Project totals
1	Lodi Lake Park South Shore Reconstruction	$800,000															$800,000
2	Lodi Lake Erosion Control	$150,000	$1,000,000	$1,240,000													$2,390,000
3	Candy Cane Park Renovations	$115,000															$115,000
4	Legion Park improvements	$100,000														$225,000	$325,000
5	Emerson Park playground renovations/field improvements		$175,000													$175,000	$350,000
6	Lodi Lake Park North Side Playground				$200,000												$200,000
7	Lodi Lake Park North Pavement				$750,000												$750,000
8	Parks Annex roof replacement				$85,000												$85,000
9	Nature Area trail rehabilitation				$180,000												$180,000
10	Dog Park amenities				$25,000												$25,000
11	Beckman Park playground installation					$200,000											$200,000
12	Replaster Blakely Park pool/repairs					$80,000										$80,000	$160,000
13	Lodi Lake Park South Shore Restroom replacement					$400,000											$400,000
14	Peterson Park upgrades					$45,000											$45,000
15	Salas Park sports lighting replacement					$300,000											$300,000
16	Henry Glaves Park playground replacement					$180,000					$225,000						$405,000
17	English Oaks Common playground/picnic						$245,000										$245,000
18	Lodi Lake riverfront trail						$675,000										$675,000
19	Vinewood Park Restroom demo/replacement						$255,000										$255,000
20	Century Meadows Park playground surface							$55,000									$55,000
21	Lodi Lake Park Master Plan improvements TBD							$500,000	$500,000	$500,000	$500,000						$2,000,000
22	Vinewood Park irrigation system upgrades							$150,000									$150,000
23	Hutchins Street Square Pool HVAC system							$350,000									$350,000
24	English Oaks downsize playground area, wall repair							$55,000									$55,000
25	Blakely Park aquatics restroom renovation/field repairs							$80,000				$405,000					$485,000
26	Remove Lawrence Park restroom								$10,000								$10,000
27	Salas Park parking lot reconstruction								$500,000								$500,000
28	Kofu Park repairs								$142,000								$142,000
29	Softball Complex renovations									$575,000							$575,000
30	Replaster/mechanical replacement Lake wading pool									$20,000							$20,000
31	Beckman Park irrigation booster pump										$60,000						$60,000
32	Construct splash pad at location TBD										$200,000						$200,000
33	Zupo Field lighting replacement										$150,000						$150,000
34	Chapman Field repairs											$160,000					$160,000
35	Zupo Field seating repairs											$450,000					$450,000
36	Aquatic facility mechanical replacement											$40,000					$40,000
37	New playground at Borchardt and Vinewood parks												$200,000	$200,000			$400,000
38	Beckman Park picnic shelter												$225,000				$225,000
	Century Park playground replacement												$180,000				$180,000
39	Replace Lodi Lake Park North restroom												$400,000				$400,000
40	Salas Park Playground replacement													$225,000			$225,000
41	Lawrence Park playground replacement													$175,000			$175,000
42	Peterson Park playground replacement													$225,000			$225,000
43	Zupo Field outfield turf renovations													$85,000			$85,000
44	Replace Emerson Park restrooms													$300,000			$300,000
45	Parks Mechanic shop improvements														$80,000		$80,000
46	Hale Park Community/Restroom renovations														$400,000		$400,000
47	Blakely Park playground/sports court replacement														$300,000		$300,000
48	Hale Park playground replacement														$180,000		$180,000
49	Century Meadows playground replacement														$200,000		$200,000
50	Replace Hutchins Street Square Pool liner															$75,000	$75,000
51	Hutchins Street Square playground replacement															$225,000	$225,000
52	Kofu Park restroom/concession renovations															$150,000	$150,000
53	Katzakian Park restroom/playground renovation															$225,000	$225,000
54	Van Buskirk Park playground replacement																$0
55	Lawrence Park renovations, TBD																$0
56	Hale Park parking lot reconstruction																$0
57	Salas Park restroom renovations																$0
58	Salas Park bleacher seating repairs										$5,000						$5,000
59	Replace worn playground apparatus/fall zones	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$75,000
60	Park furniture/shelter repairs & replacement	$35,000	$35,000	$30,000	$30,000	$30,000	$35,000	$40,000	$35,000	$40,000	$10,000	$35,000	$40,000	$35,000	$35,000	$35,000	$500,000
61	Replace/repair/install drinking fountains	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$150,000
62	Tree safety (pruning, removal)	$75,000	$50,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$645,000
63	Turf maintenance/repurpose	$20,000	$20,000	$20,000	$20,000	$30,000	$20,000	$20,000	$40,000	$120,000	$115,000	$100,000	$120,000	$20,000	$20,000	$20,000	$705,000
64	Grape Bowl improvements (set-aside)	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$750,000
65	Skate Park annual repairs	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$75,000
66	Park irrigation system repairs/upgrades	$35,000	$25,000				$35,000	$15,000	$38,000	$10,000		$75,000	$100,000		$50,000	$55,000	$438,000
67	Parking lot maintenance/renovations (set-aside)		$25,000			$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$300,000
	Total	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$21,000,000**

ATTACHMENT 2

TO COUNCIL COMMUNICATION

RESOLUTION NO. 2016-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALLING AN ELECTION TO ASK THE VOTERS OF THE CITY OF LODI TO APPROVE A SPECIAL TRANSACTIONS AND USE TAX OF ONE-EIGHTH CENT PER DOLLAR (0.125%) FOR FIFTEEN (15) YEARS, WITH THE TAX REVENUE TO BE USED EXCLUSIVELY FOR PARK REPAIRS, MAINTENANCE, MPROVEMENTS, AND UPGRADES, AND TO BE REVIEWED AND REPORTED ON BY AN INDEPENDENT CITIZENS OVERSIGHT COMMITTEE, AND REQUESTING THAT THE BOARD OF SUPERVISORS FOR THE COUNTY OF SAN JOAQUIN CONSOLIDATE THE ELECTION WITH THE ESTABLISHED GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, AND DIRECT THE COUNTY REGISTRAR OF VOTERSTO CONDUCT THE ELECTION ON THE CITY'S BEHALF

==========

WHEREAS, additional revenue is necessary to fund park repairs, maintenance, and upgrades, including such items as reconstructing parking lots and roadways at Lodi Lake and other City parks; rehabilitating and building trails; renovating playgrounds; replacing and installing drinking fountains and park furniture; improving water efficiency and making other park infrastructure improvements;

WHEREAS, the City's adopted budget for FY2016/17 is only able to provide for minimal funding for the repair and maintenance of City parks, and continues to defer capital investment needs. The City's financial forecast over the next five years continues to reflect a lack of resources available to address park repairs, maintenance, improvements, and upgrades;

WHEREAS, the City Council may propose that voters approve a special transactions and use tax to raise additional funds for park repairs, maintenance, and upgrades;

WHEREAS, a special transactions and use tax is a type of special tax that may be imposed by the City Council to achieve these purposes;

WHEREAS, pursuant to Section 7285.91 of the Revenue and Tax Code, the City Council may impose a special transactions and use tax for general purposes at a rate of one eighth of one percent (0.125%) or a multiple thereof, if the ordinance proposing the tax is approved by a two-thirds vote of all members of the City Council and the tax subsequently is approved by a two-thirds vote of qualified voters of the City voting in an election;

WHEREAS, a special transaction and use tax of one eighth of one percent (0.125%) per dollar would generate sufficient revenue to begin addressing maintenance and repair work in City parks, and to make improvements, and upgrades to park amenities and park infrastructure throughout the City. The special tax would generate an estimated $1,400,000 in annual revenue and an estimated $21,000,000 over fifteen (15) years;

WHEREAS, Government Code Section 53724(c) require that an election on a special tax be consolidated with a statewide primary election, a statewide general election, or a regularly scheduled local election at which all of the electors of the local government or district are entitled to vote;

WHERAS, November 8, 2016 is the date of the statewide general election, and is the next election date eligible for inclusion of this special tax measure;

WHEREAS, the City Council of the City of Lodi desires to submit to the voters at the statewide general election to be held on Tuesday, November 8, 2016, an ordinance entitled "Special Transactions and Use Tax Ordinance for Parks Repairs, Maintenance, Improvements, and Upgrades"; and

WHEREAS, the City Council is authorized and directed by statute to submit the ordinance to the voters.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are true and correct and are hereby adopted by the City Council.

SECTION 2. That pursuant to Government Code Section 53724(c) requiring that an election on a special tax be consolidated with a statewide primary election, a statewide general election, or a regularly scheduled local election at which all of the electors of the local government or district are entitled to vote, there is called and ordered to be held in the City of Lodi, an election on Tuesday, November 8, 2016, for the purpose of submitting the following ordinance:

Shall the City of Lodi replace outdated playgrounds, repair eroded riverbank at Lodi Lake, repair and expand park trail systems, replace park restrooms and drinking fountains, and improve park parking lots, roadways, landscaping, and infrastructure, by enacting a one-eighth cent per dollar (0.125%) transactions and use ("sales") tax, estimated to raise $1,400,000 annually, to sunset in fifteen (15) years, with all revenue exclusively applied to these specific purposes, subject to citizen oversight and annual audit?	YES NO

SECTION 3. That the text of the ordinance submitted to the voters is attached as Exhibit A, and made a part hereof as though fully set forth herein.

SECTION 4. That the vote requirement for the ordinance to pass is an affirmative vote of two-thirds of the voters of the City casting votes.

SECTION 5. That the ballots to be used at the election shall be in form and content as required by the laws of the State of California.

SECTION 6. That the City Clerk is authorized, instructed and directed to coordinate with the San Joaquin County Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election. The City will reimburse the County for the actual costs incurred by the County Elections Official in conducting the election.

SECTION 7. The City Clerk is hereby authorized to cause notice of the ordinance to be published one in the Lodi News Sentinel in accordance with Elections Code section 12111 and Government Code section 6061.

SECTION 8. The City Manager is authorized and directed to expend the necessary funds to pay for the City's cost of placing the ordinance on the election ballot.

SECTION 9. That pursuant to Election Code section 10242, the polls shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time

until 8:00 o'clock p.m. of the same day when the polls shall be closed, except as provided in Elections Code section14401.

SECTION 10. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by the laws of the State of California for holding municipal elections.

SECTION 11. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by the laws of the State of California.

SECTION 12. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 13. That the City Clerk is authorized to certify the adoption of this Resolution and transmit a certified copy to the San Joaquin County Board of Supervisors and the San Joaquin County Registrar of Voters.

Dated: July 6, 2016
==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

_____
MARK CHANDLER
Mayor

ATTEST:

_____
JENNIFER M. FERRAIOLO
City Clerk

(SEAL)

Approved as to Form:

JANICE D. MAGDICH
City Attorney

EXHIBIT A

ORDINANCE NO. 2016-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI AMENDING LODI MUNICIPAL CODE TITLE 3 - REVENUE AND FINANCE BY ADDING CHAPTER 3.30 "SPECIAL TRANSACTION AND USE TAX FOR PARKS REPAIRS, MAINTENANCE, IMPROVEMENTS, AND UPGRADES" IMPOSING A SPECIAL ONE-EIGHTH CENT PER DOLLAR (0.125%) TRANSACTIONS AND USE TAX FOR PARK REPAIRS, MAINTENANCE, IMPROVEMENTS, AND UPGRADES TO BE COLLECTED AND ADMINISTERED BY THE STATE BOARD OF EQUALIZATION SUBJECT TO VOTER APPROVAL

==========

The City Council of the City of Lodi hereby finds as follows:

A. Additional revenue is necessary to fund park repairs, maintenance, and upgrades, including such items as reconstructing parking lots and roadways at Lodi Lake and other City parks; rehabilitating and building park trails; renovating playgrounds; replacing and installing drinking fountains and park furniture; improving water efficiency and making other park infrastructure improvements.

B. The City's adopted budget for FY2016/17 is only able to provide for minimal funding for the repair and maintenance of City parks, and continues to defer capital investment needs. The City's financial forecast over the next five years continues to reflect a lack of resources available to address park repairs, maintenance, improvements, and upgrades.

C. The City Council may propose that voters approve a special transactions and use tax (sales tax) to raise additional funds for park repairs, maintenance, and upgrades.

D. A special transactions and use tax is a type of special tax that may be imposed by the City Council to achieve these purposes.

E. Pursuant to Section 7285.91 of the Revenue and Tax Code, the City Council may impose a special transactions and use tax for general purposes at a rate of one eighth of one percent (0.125%) or a multiple thereof, if the ordinance proposing the tax is approved by a two-thirds vote of all members of the City Council and the tax subsequently is approved by a two-thirds vote of qualified voters of the City voting in an election.

F. A special transactions and use tax of one eighth of one percent (0.125%) will generate sufficient revenue to enable the City to begin addressing maintenance and repair work in City parks, and to make improvements, and upgrades to park amenities and park infrastructure throughout the City. The special tax would generate an estimated $1,400,000 in annual revenue and an estimated $21,000,000 over fifteen (15) years.

G Government Code Section 53724(c) requires that an election on a special tax be consolidated with a statewide primary election, a statewide general election, or a regularly scheduled local election at which all of the electors of the local government or district are entitled to vote.

H. November 8, 2016 is the date of the statewide general election, and is the next election date eligible for inclusion of this special tax measure.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LODI:

Section 1. Lodi Municipal Code Title 3 - Revenue and Finance is hereby amended by adding Chapter 3.30 "Special Transaction and Use Tax for Parks Repairs, Maintenance, Improvements, and Upgrades" and shall read as follows:

CHAPTER 3.30

SPECIAL TRANSACTIONS AND USE TAX ORDINANCE FOR PARKS REPAIRS, MAINTENANCE, IMPROVEMENTS, AND UPGRADES

Sections:

3.30.010 Title
3.30.020 Operative Date
3.30.030 Purpose
3.30.040 Contract with State
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3.30.010 Title. This ordinance shall be known as the City of Lodi Special Transactions and Use Tax Ordinance for Parks Repairs, Maintenance, Improvements, and Upgrades. The City of Lodi hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.30.020 Operative Date. "Operative date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.30.030 Purpose. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.91 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if two-thirds of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.40.040 Contract with State. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.30.050 Transactions Tax Rate. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one-eighth percent (0.125%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.30.060 Place of Sale. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.30.070 Use Tax Rate. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one-eighth cent (0.125%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made.

3.30.080. Termination Date. The authority to levy the tax imposed by this ordinance shall expire on the fifteenth anniversary of the operative date, unless extended by a two-thirds majority vote of the voters of the City.

3.30.090 Adoption of Provisions of State Law. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.30.100. Limitations on Adoption of State Law and Collection of Use Taxes. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefore. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.30.110. Permit Not Required. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.30.120. Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax levied by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subsections (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax levied by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State,

the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.30.130. <u>Amendments.</u>

A. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

B. Pursuant to Elections Code Section 9217 or any successor statute, the City Council may amend or repeal this ordinance and any of its exhibits, but not increase or extend the rate of tax levied herein, without a vote of the people.

3.30.140 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.30.150. Refunds and Credits; Suits and Legal Proceedings.

A. Refunds of and credits for any tax paid pursuant to this Chapter may be made only as provided for in Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code.

B. Suits and proceedings for the recovery of any amount alleged to have been erroneously or illegally determined or collected pursuant to this Chapter may be maintained in any court only as provided for in Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code. A judgment shall not be rendered in favor of the plaintiff in any action brought against the State Board of Equalization to recover any amount paid when the action is brought by or in the name of an assignee of the person paying the amount or by any person other than the person who paid the amount.

3.30.160. Special Fund; Restricted Use of Tax Proceeds and Expenditure Plan.

All proceeds of the special tax levied and imposed by this ordinance shall be accounted for and paid into a special fund or account designated for use by the City of Lodi only for parks services as set forth in the Parks Expenditure Plan for the administration and expenditure of the tax revenue, attached to this ordinance as Exhibit 1, and made a part hereof as though fully set forth herein. The Parks Expenditure Plan may be amended from time to time by a majority vote of the City Council, as long as the fund continues to be utilized for parks repairs, maintenance, and upgrades. No revenues collected pursuant to the tax levied by this ordinance may be spent on General Fund operating expenses in effect at the time this ordinance becomes effective, or projects that are not a part of the Parks Expenditure Plan. Revenues collected by this ordinance shall supplement, rather than replace, existing City expenditures for parks services as reflected in the FY 2016/2017 budget.

3.30.170 Establishment of Special Parks Sales Tax Oversight Committee.

A. Committee Established. A Citizens' Oversight Committee is hereby established in the City of Lodi to monitor the expenditures of revenue collected pursuant to this Ordinance only and to report to the People and the City Council.

B. Selection of Members. Members of the Citizens' Oversight Committee shall be appointed by the City Council. The Committee shall consist of five members. Members of the Citizens' Oversight Committee shall not be current City of Lodi employees, officials, contractors, or vendors of the City. Past employees, officials, contractors, and vendors shall be eligible to serve on the Committee, provided that there are no conflicts of interest as determined by the City Attorney. Of the members of the Committee first appointed, three members shall be appointed for terms of two years and two members shall be appointed for terms of three years. Their successors shall be appointed for terms of three years. No member may serve more than two consecutive three-year terms. The City Council shall solicit members of the Citizens' Oversight Committee, through an open application process that is promoted through the City's adopted recruiting process. Any resident of Lodi is eligible to apply for Committee membership, subject to the restrictions specified above. All applications will be reviewed by the City Council,

which will have the authority to make final decisions regarding Committee composition, subject to the guidelines in this Ordinance.

C. Purposes and Jurisdiction. The Citizens' Oversight Committee shall conduct an annual review of expenditures of revenue collected pursuant to this Ordinance to determine whether such funds are expended for the purposes specified in the then current Parks Expenditure Plan. Committee members may review the annual financial audit performed by an independent auditor during the review process. The Citizens' Oversight Committee shall issue an annual report on their findings to the City Council and to the People. The Citizens' Oversight Committee annual report is subject to review and approval of the City Council. The Committee shall confine its review specifically to revenues generated pursuant to this Ordinance and the expenditure of those revenues. The Committee shall serve in an advisory-only role to the City Council. Committee members shall not play a formal or informal role in contracting, project management, or any other aspect of the parks repairs, maintenance and upgrades funded by this Ordinance. The Committee is not charged with decision-making on spending priorities; schedules; project details; funding source decisions; financing plans, including changes or revisions to the Parks Expenditure Plan; or tax rate assumptions. The Committee shall have no jurisdiction other than that delegated to it by the People pursuant to this Ordinance. The Lodi City Manager or the City Manager’s designee shall provide reasonable administrative or technical assistance required by the Committee to fulfill its responsibilities or publicize its findings.

D. Meetings. The Citizens' Oversight Committee shall meet annually with specific meeting dates to be determined by Committee members. Citizens' Oversight Committee meetings are subject to the Brown Act. Meetings must be noticed and open to the public. Committee minutes and reports are a matter of public record, and must be posted on a web site provided by the City. Additional meetings may be scheduled by the Committee as necessary. All Committee members shall attend a training and orientation session prior to the first regular Committee meeting. Committee members are expected to attend all regular meetings. Failure to attend two consecutive meetings may result in removal from the Committee at the discretion of the City Council.

E. Committee Operations. The Citizens' Oversight Committee will select members to serve as Chair and Vice Chair of the Committee. A City staff person will be appointed by the City Manager, or the City Manager's designee, to serve as Secretary. The Secretary will be responsible for preparing, posting and distributing agendas and taking minutes at each meeting. Approved minutes shall be made available to the public. Committee decisions, positions, findings and procedures shall require a simple majority vote of those Committee members in attendance. The quorum requirement for any meeting shall be a minimum of three (3) members.

F. Vacancies. Committee members may be removed from the Committee only by the City Council for repeated absences at committee meetings, malfeasance, failure to meet the qualifications set forth in this Section, or for inability or unwillingness to fulfill the duties of a Committee member. In the event of removal, resignation, or death, the City Council shall appoint a person to fill the vacant seat.

G. Miscellaneous. Subject to the restrictions specifically addressed in this Section, the Committee may draft and adopt its own standard procedures and by-laws by majority vote. All Citizens' Oversight Committee procedures and by-laws remain subject to review and approval of the City Council.

3.30.180 Annual Audit and Report.

A. The revenue from the tax imposed by this Chapter shall be subject to the annual audit performed by the City's independent auditor of the City's books, records, accounts, and fiscal procedures and which is reported in the City's Comprehensive Annual Financial Report.

B. In addition to the annual audit, an Annual Review Report shall be prepared by the City, setting forth the amount of revenue received from the tax imposed by this Chapter, amount of disbursements, and description of expenditures. The purpose of the report is to assure accountability and the proper disbursement of the revenue from the tax imposed by this Chapter. The Annual Review Report shall be filed in the Office of the City Clerk not later than January 31st following the fiscal year in which the tax is collected.

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 circumstance is held invalid by a court of competent jurisdiction, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council of the City of Lodi hereby declares that they would have adopted each and every provision of this ordinance regardless of the invalidity of any other provision.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Compliance with the California Environmental Quality Act. The approval of this ordinance is exempt from the California Environmental Quality Act (Public Resources Code Sections 21000, et seq., "CEQA" and 14 Cal. Code of Regs. Sections 15000 et seq., "CEQA Guidelines"). This ordinance imposes a special sales tax that can be used for any legitimate governmental purposes as specified in this ordinance. It is not a commitment to any specific project that may result in a potentially significant physical impact on the environment.

Section 6. Codification. Subject to the voter approval, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Lodi Municipal Code.

Section 7. Effective Date. If this ordinance is approved by two-thirds of the voters voting on the issue at the November 8, 2016 election, pursuant to Elections Code Section 9217, this ordinance shall become effective ten (10) days after the City Council declares the results of the election.

Section 8. Certification and Publication. The City Clerk shall certify the final approval of this ordinance, publish the same as required by law, and forward a certified copy of the adopted ordinance to the State Board of Equalization.

Approved this_____ day of July, 2016

_____
MARK CHANDLER
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 July 6, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held July ___, 2016, 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

EXHIBIT 1

TO ORDINANCE ADDING CHAPTER 3.30 “SPECIAL TRANSACTION AND USE TAX FOR PARKS REPAIRS, MAINTENANCE, IMPROVEMENTS, AND UPGRADES”

PARKS SPENDING PLAN

Parks spending plan: One-eighth cent, 15 years

Item #		2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	Project totals
1	Lodi Lake Park South Shore Reconstruction	$800,000															$800,000
2	Lodi Lake Erosion Control	$150,000	$1,000,000	$1,240,000													$2,390,000
3	Candy Cane Park Renovations	$115,000															$115,000
4	Legion Park improvements	$100,000														$225,000	$325,000
5	Emerson Park playground renovations/field improvements		$175,000													$175,000	$350,000
6	Lodi Lake Park North Side Playground				$200,000												$200,000
7	Lodi Lake Park North Pavement				$750,000												$750,000
8	Parks Annex roof replacement				$85,000												$85,000
9	Nature Area trail rehabilitation				$180,000												$180,000
10	Dog Park amenities				$25,000												$25,000
11	Beckman Park playground installation					$200,000											$200,000
12	Replaster Blakely Park pool/repairs					$80,000										$80,000	$160,000
13	Lodi Lake Park South Shore Restroom replacement					$400,000											$400,000
14	Peterson Park upgrades					$45,000											$45,000
15	Salas Park sports lighting replacement					$300,000											$300,000
16	Henry Glaves Park playground replacement					$180,000					$225,000						$405,000
17	English Oaks Common playground/picnic						$245,000										$245,000
18	Lodi Lake riverfront trail						$675,000										$675,000
19	Vinewood Park Restroom demo/replacement						$255,000										$255,000
20	Century Meadows Park playground surface							$55,000									$55,000
21	Lodi Lake Park Master Plan improvements TBD							$500,000	$500,000	$500,000	$500,000						$2,000,000
22	Vinewood Park irrigation system upgrades							$150,000									$150,000
23	Hutchins Street Square Pool HVAC system							$350,000									$350,000
24	English Oaks downsize playground area, wall repair							$55,000									$55,000
25	Blakely Park aquatics restroom renovation/field repairs							$80,000				$405,000					$485,000
26	Remove Lawrence Park restroom								$10,000								$10,000
27	Salas Park parking lot reconstruction								$500,000								$500,000
28	Kofu Park repairs								$142,000								$142,000
29	Softball Complex renovations									$575,000							$575,000
30	Replaster/mechanical replacement Lake wading pool									$20,000							$20,000
31	Beckman Park irrigation booster pump										$60,000						$60,000
32	Construct splash pad at location TBD										$200,000						$200,000
33	Zupo Field lighting replacement										$150,000						$150,000
34	Chapman Field repairs											$160,000					$160,000
35	Zupo Field seating repairs											$450,000					$450,000
36	Aquatic facility mechanical replacement											$40,000					$40,000
37	New playground at Borchardt and Vinewood parks												$200,000	$200,000			$400,000
38	Beckman Park picnic shelter												$225,000				$225,000
	Century Park playground replacement												$180,000				$180,000
39	Replace Lodi Lake Park North restroom												$400,000				$400,000
40	Salas Park Playground replacement													$225,000			$225,000
41	Lawrence Park playground replacement													$175,000			$175,000
42	Peterson Park playground replacement													$225,000			$225,000
43	Zupo Field outfield turf renovations													$85,000			$85,000
44	Replace Emerson Park restrooms													$300,000			$300,000
45	Parks Mechanic shop improvements														$80,000		$80,000
46	Hale Park Community/Restroom renovations														$400,000		$400,000
47	Blakely Park playground/sports court replacement														$300,000		$300,000
48	Hale Park playground replacement														$180,000		$180,000
49	Century Meadows playground replacement														$200,000		$200,000
50	Replace Hutchins Street Square Pool liner															$75,000	$75,000
51	Hutchins Street Square playground replacement															$225,000	$225,000
52	Kofu Park restroom/concession renovations															$150,000	$150,000
53	Katzakian Park restroom/playground renovation															$225,000	$225,000
54	Van Buskirk Park playground replacement																$0
55	Lawrence Park renovations, TBD																$0
56	Hale Park parking lot reconstruction																$0
57	Salas Park restroom renovations																$0
58	Salas Park bleacher seating repairs										$5,000						$5,000
59	Replace worn playground apparatus/fall zones	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$75,000
60	Park furniture/shelter repairs & replacement	$35,000	$35,000	$30,000	$30,000	$30,000	$35,000	$40,000	$35,000	$40,000	$10,000	$35,000	$40,000	$35,000	$35,000	$35,000	$500,000
61	Replace/repair/install drinking fountains	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$150,000
62	Tree safety (pruning, removal)	$75,000	$50,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$645,000
63	Turf maintenance/repurpose	$20,000	$20,000	$20,000	$20,000	$30,000	$20,000	$20,000	$40,000	$120,000	$115,000	$100,000	$120,000	$20,000	$20,000	$20,000	$705,000
64	Grape Bowl improvements (set-aside)	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$750,000
65	Skate Park annual repairs	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$75,000
66	Park irrigation system repairs/upgrades	$35,000	$25,000				$35,000	$15,000	$38,000	$10,000		$75,000	$100,000		$50,000	$55,000	$438,000
67	Parking lot maintenance/renovations (set-aside)		$25,000			$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$300,000
	Total	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$21,000,000**

ATTACHMENT 3

TO COUNCIL COMMUNICATION

Parks spending plan: One-eighth cent, 15 years

Item #		2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	Project totals
1	Lodi Lake Park South Shore Reconstruction	$800,000															$800,000
2	Lodi Lake Erosion Control	$150,000	$1,000,000	$1,240,000													$2,390,000
3	Candy Cane Park Renovations	$115,000															$115,000
4	Legion Park improvements	$100,000														$225,000	$325,000
5	Emerson Park playground renovations/field improvements		$175,000													$175,000	$350,000
6	Lodi Lake Park North Side Playground				$200,000												$200,000
7	Lodi Lake Park North Pavement				$750,000												$750,000
8	Parks Annex roof replacement				$85,000												$85,000
9	Nature Area trail rehabilitation				$180,000												$180,000
10	Dog Park amenities				$25,000												$25,000
11	Beckman Park playground installation					$200,000											$200,000
12	Replaster Blakely Park pool/repairs					$80,000										$80,000	$160,000
13	Lodi Lake Park South Shore Restroom replacement					$400,000											$400,000
14	Peterson Park upgrades					$45,000											$45,000
15	Salas Park sports lighting replacement					$300,000											$300,000
16	Henry Glaves Park playground replacement					$180,000					$225,000						$405,000
17	English Oaks Common playground/picnic						$245,000										$245,000
18	Lodi Lake riverfront trail						$675,000										$675,000
19	Vinewood Park Restroom demo/replacement						$255,000										$255,000
20	Century Meadows Park playground surface							$55,000									$55,000
21	Lodi Lake Park Master Plan improvements TBD							$500,000	$500,000	$500,000	$500,000						$2,000,000
22	Vinewood Park irrigation system upgrades							$150,000									$150,000
23	Hutchins Street Square Pool HVAC system							$350,000									$350,000
24	English Oaks downsize playground area, wall repair							$55,000									$55,000
25	Blakely Park aquatics restroom renovation/field repairs							$80,000				$405,000					$485,000
26	Remove Lawrence Park restroom								$10,000								$10,000
27	Salas Park parking lot reconstruction								$500,000								$500,000
28	Kofu Park repairs								$142,000								$142,000
29	Softball Complex renovations									$575,000							$575,000
30	Replaster/mechanical replacement Lake wading pool									$20,000							$20,000
31	Beckman Park irrigation booster pump										$60,000						$60,000
32	Construct splash pad at location TBD										$200,000						$200,000
33	Zupo Field lighting replacement										$150,000						$150,000
34	Chapman Field repairs											$160,000					$160,000
35	Zupo Field seating repairs											$450,000					$450,000
36	Aquatic facility mechanical replacement											$40,000					$40,000
37	New playground at Borchardt and Vinewood parks												$200,000	$200,000			$400,000
38	Beckman Park picnic shelter												$225,000				$225,000
	Century Park playground replacement												$180,000				$180,000
39	Replace Lodi Lake Park North restroom												$400,000				$400,000
40	Salas Park Playground replacement													$225,000			$225,000
41	Lawrence Park playground replacement													$175,000			$175,000
42	Peterson Park playground replacement													$225,000			$225,000
43	Zupo Field outfield turf renovations													$85,000			$85,000
44	Replace Emerson Park restrooms													$300,000			$300,000
45	Parks Mechanic shop improvements														$80,000		$80,000
46	Hale Park Community/Restroom renovations														$400,000		$400,000
47	Blakely Park playground/sports court replacement														$300,000		$300,000
48	Hale Park playground replacement														$180,000		$180,000
49	Century Meadows playground replacement														$200,000		$200,000
50	Replace Hutchins Street Square Pool liner															$75,000	$75,000
51	Hutchins Street Square playground replacement															$225,000	$225,000
52	Kofu Park restroom/concession renovations															$150,000	$150,000
53	Katzakian Park restroom/playground renovation															$225,000	$225,000
54	Van Buskirk Park playground replacement																$0
55	Lawrence Park renovations, TBD																$0
56	Hale Park parking lot reconstruction																$0
57	Salas Park restroom renovations																$0
58	Salas Park bleacher seating repairs										$5,000						$5,000
59	Replace worn playground apparatus/fall zones	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$75,000
60	Park furniture/shelter repairs & replacement	$35,000	$35,000	$30,000	$30,000	$30,000	$35,000	$40,000	$35,000	$40,000	$10,000	$35,000	$40,000	$35,000	$35,000	$35,000	$500,000
61	Replace/repair/install drinking fountains	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$150,000
62	Tree safety (pruning, removal)	$75,000	$50,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$645,000
63	Turf maintenance/repurpose	$20,000	$20,000	$20,000	$20,000	$30,000	$20,000	$20,000	$40,000	$120,000	$115,000	$100,000	$120,000	$20,000	$20,000	$20,000	$705,000
64	Grape Bowl improvements (set-aside)	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$750,000
65	Skate Park annual repairs	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$75,000
66	Park irrigation system repairs/upgrades	$35,000	$25,000				$35,000	$15,000	$38,000	$10,000		$75,000	$100,000		$50,000	$55,000	$438,000
67	Parking lot maintenance/renovations (set-aside)		$25,000			$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$300,000
	Total	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$1,400,000**	**$21,000,000**

ATTACHMENT 4

TO COUNCIL COMMUNICATION

ORDINANCE NO. 2016-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI AMENDING LODI MUNICIPAL CODE TITLE 3 - REVENUE AND FINANCE BY ADDING CHAPTER 3.40 "SPECIAL TRANSACTION AND USE TAX FOR PUBLIC SAFETY" IMPOSING A SPECIAL ONE-QUARTER CENT PER DOLLAR (0.25%) TRANSACTIONS AND USE TAX TO INCREASE STAFFING FOR POLICE AND FIRE AND ENHANCE TRAINING FOR PUBLIC SAFETY PERSONNEL, TO BE COLLECTED AND ADMINISTERED BY THE STATE BOARD OF EQUALIZATION SUBJECT TO VOTER APPROVAL

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The City Council of the City of Lodi hereby finds as follows:

A. Additional revenue is necessary to increase the number of sworn Lodi police officers to reduce crime and public nuisances associated with the effects of Assembly Bill 109 (Public Safety Realignment) and other criminal activity within the City, as well as increase fire staffing levels to bring downtown Fire Engine 1 back into service, and enhance the training of public safety (police and fire) personnel.

B. The City's adopted budget for FY2016/17 does not have revenue sufficient to increase staffing levels within the police and fire departments or fund advanced training for public safety personnel. The City's financial forecast over the next five years continues to reflect a lack of resources available to increase public safety staffing levels or increase the training budget for public safety personnel.

C. The City Council may propose that voters approve special transactions and use tax (sales tax) to raise additional funds to increase the number of sworn police officers, hire an additional part-time youth outreach worker to conduct gang intervention and prevention, increase fire staffing levels to put downtown Fire Engine 1 into service, as well to enhance the training of public safety personnel.

D. A special transactions and use tax is a type of special tax that may be imposed by the City Council to achieve these purposes.

E. Pursuant to Section 7285.91 of the Revenue and Tax Code, the City Council may impose a special transactions and use tax for general purposes at a rate of one-eighth of one percent (0.125%) or a multiple thereof, if the ordinance proposing the tax is approved by a two-thirds vote of all members of the City Council and the tax subsequently is approved by a two-thirds vote of qualified voters of the City voting in an election.

F. A special transactions and use tax of one-quarter of one percent (0.25%) would generate sufficient revenue to increase the number of police officers, fund their safety equipment, and hire a part-time youth outreach worker to conduct gang intervention and prevention. In addition, downtown Fire Engine 1 could be returned to service by increasing staffing, and provide advance training to public safety personnel. The special tax would generate an estimated $2,800,000 in additional revenue annually, assuming taxable sales continue at their estimated rate, to be distributed 64% to Police (an estimated $1,792,000 per year) and 36% to Fire (an estimated $1,008,000 per year), (cumulatively, an estimated $26,880,000 to Police and $15,120,000 to Fire over fifteen years).

G. Government Code Section 53724(c) requires that an election on a special tax be consolidated with a statewide primary election, a statewide general election, or a regularly scheduled local election at which all of the electors of the local government or district are entitled to vote.

H. November 8, 2016 is the date of the statewide general election, and is the next election date eligible for inclusion of this special tax measure.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LODI:

Section 1. Lodi Municipal Code Title 3 - Revenue and Finance is hereby amended by adding Chapter 3.40 "Special Transaction and Use Tax for Public Safety" and shall read as follows:

CHAPTER 3.40

SPECIAL TRANSACTIONS AND USE TAX ORDINANCE FOR PUBLIC SAFETY

Sections:

3.40.010 Title
3.40.020 Operative Date
3.40.030 Purpose
3.40.040 Contract with State
3.40.050 Transaction Tax Rate
3.40.060 Place of Sale
3.40.070 Use Tax Rate
3.40.080 Termination Date
3.40.090 Adoption of Provisions and State Law
3.40.100 Limitations on Adoption of State Law and Collection of Use Taxes
3.40.110 Permit Not Required
3.40.120 Exemptions and Exclusions
3.40.130 Amendments
3.40.140 Enjoining Collection Forbidden
3.40.150 Refunds and Credits; Suits and Legal Proceedings
3.40.160 Special Fund; Restricted Use of Tax Proceeds and Expenditure Plan
3.40.170 Establishment of Special Public Safety Sales Tax Oversight Committee
3.40.180 Annual Audit and Report

3.40.010 Title. This ordinance shall be known as the City of Lodi Special Transactions and Use Tax Ordinance for Public Safety. The City of Lodi hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.40.020 Operative Date. "Operative date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.40.030 Purpose. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and

Section 7285.91 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if two-thirds of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.40.040 Contract with State. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.40.050 Transactions Tax Rate. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one-quarter percent (0.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.40.060 Place of Sale. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.40.070 Use Tax Rate. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one-quarter cent (0.25%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made.

3.40.080. Termination Date. The authority to levy the tax imposed by this ordinance shall expire on the fifteenth anniversary of the operative date, unless extended by a two-thirds majority vote of the voters of the City.

3.40.090 Adoption of Provisions of State Law. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.40.100. Limitations on Adoption of State Law and Collection of Use Taxes. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefore. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.40.110. Permit Not Required. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.40.120. Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax levied by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subsections (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax levied by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.40.130. Amendments.

A. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall

automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

B. Pursuant to Elections Code Section 9217 or any successor statute, the City Council may amend or repeal this ordinance and any of its exhibits, but not increase or extend the rate of tax levied herein, without a vote of the people.

3.40.140 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.40.150. Refunds and Credits; Suits and Legal Proceedings.

A. Refunds of and credits for any tax paid pursuant to this Chapter may be made only as provided for in Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code.

B. Suits and proceedings for the recovery of any amount alleged to have been erroneously or illegally determined or collected pursuant to this Chapter may be maintained in any court only as provided for in Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code. A judgment shall not be rendered in favor of the plaintiff in any action brought against the State Board of Equalization to recover any amount paid when the action is brought by or in the name of an assignee of the person paying the amount or by any person other than the person who paid the amount.

3.40.160. Special Fund; Restricted Use of Tax Proceeds and Expenditure Plan.

All proceeds of the special tax levied and imposed by this ordinance shall be accounted for and paid into a special fund or account designated for use by the City of Lodi only for public safety as set forth in the Public Safety Expenditure Plan for the administration and expenditure of the tax revenue, attached to this ordinance as Exhibit 1, and made a part hereof as though fully set forth herein. The Public Safety Expenditure Plan may be amended from time to time by a majority vote of the City Council, as long as the fund continues to be used for public safety. No revenues collected pursuant to the tax levied by this ordinance may be spent on General Fund operating expenses in effect at the time this ordinance becomes effective, or projects that are not a part of the Public Safety Expenditure Plan, absent a corresponding decline in General Fund revenues or increase in non-discretionary General Fund expenses ("Financial Contingencies"). However, revenues may be spent on staffing in excess of those the General Fund can support in the event of Financial Contingencies. Revenues collected by this ordinance shall supplement, rather than replace, existing City expenditures for public safety (police and fire) as reflected in the FY 2016/2017 budget, absent a corresponding decline in General Fund revenues or increase in non-discretionary General Fund expenses.

3.40.170 Establishment of Special Public Safety Sales Tax Oversight Committee.

A. Committee Established. A Citizens' Oversight Committee is hereby established in the City of Lodi to monitor the expenditures of revenue collected pursuant to this Ordinance only and to report to the People and the City Council.

B. Selection of Members. Members of the Citizens' Oversight Committee shall be appointed by the City Council. The Committee shall consist of five members. Members of the Citizens' Oversight Committee shall not be current City of Lodi employees, officials, contractors, or vendors of the City. Past employees, officials, contractors, and vendors shall be eligible to serve on the Committee, provided that there are no conflicts of interest as determined by the City Attorney. Of the members of the Committee first appointed, three members shall be appointed for terms of two years and two members shall be appointed for terms of three years. Their successors shall be appointed for terms of three years. No member may serve more than two consecutive three-year terms. The City Council shall solicit members of the Citizens' Oversight Committee, through an open application process that is promoted through the City's adopted recruiting process. Any resident of Lodi is eligible to apply for Committee membership, subject to the restrictions specified above. All applications will be reviewed by the City Council, which will have the authority to make final decisions regarding Committee composition, subject to the guidelines in this Ordinance.

C. Purposes and Jurisdiction. The Citizens' Oversight Committee shall conduct an annual review of expenditures of revenue collected pursuant to this Ordinance to determine whether such funds are expended for the purposes specified in the then current Public Safety Expenditure Plan. Committee members may review the annual financial audit performed by an independent auditor during the review process. The Citizens' Oversight Committee shall issue an annual report on their findings to the City Council and to the people. The Citizens' Oversight Committee annual report is subject to review and approval of the City Council. The Committee shall confine its review specifically to revenues generated pursuant to this ordinance and the expenditure of those revenues. The Committee shall serve in an advisory-only role to the City Council. Committee members shall not play a formal or informal role in the hiring, retention, or training of public safety personnel funded by this ordinance. The Committee is not charged with decision-making on spending priorities; schedules; staffing levels; funding source decisions; financing plans, including changes or revisions to the Public Safety Expenditure Plan; or tax rate assumptions. The Committee shall have no jurisdiction other than that delegated to it by the people pursuant to this ordinance. The Lodi City Manager or the City Manager’s designee shall provide reasonable administrative or technical assistance required by the Committee to fulfill its responsibilities or publicize its findings.

D. Meetings. The Citizens' Oversight Committee shall meet annually with specific meeting dates to be determined by Committee members. Citizens' Oversight Committee meetings are subject to the Brown Act. Meetings must be noticed and open to the public. Committee minutes and reports are a matter of public record, and must be posted on a web site provided by the City. Additional meetings may be scheduled by the Committee as necessary. All Committee members shall attend a training and orientation session prior to the first regular Committee meeting. Committee members are expected to attend all regular meetings. Failure to attend two consecutive meetings may result in removal from the Committee at the discretion of the City Council.

E. Committee Operations. The Citizens' Oversight Committee will select members to serve as Chair and Vice Chair of the Committee. A City staff person will be appointed by the City Manager, or the City Manager's designee, to serve as Secretary. The Secretary will be responsible for preparing, posting and distributing agendas and taking minutes at each meeting. Approved minutes shall be made available to the public. Committee decisions, positions, findings and procedures shall require a simple majority vote of those Committee members in attendance. The quorum requirement for any meeting shall be a minimum of three (3) members.

F. Vacancies. Committee members may be removed from the Committee only by the City Council for repeated absences at committee meetings, malfeasance, failure to meet the

qualifications set forth in this Section, or for inability or unwillingness to fulfill the duties of a Committee member. In the event of removal, resignation, or death, the City Council shall appoint a person to fill the vacant seat.

G. Miscellaneous. Subject to the restrictions specifically addressed in this Section, the Committee may draft and adopt its own standard procedures and by-laws by majority vote. All Citizens' Oversight Committee procedures and by-laws remain subject to review and approval of the City Council.

3.40.180 Annual Audit and Report.

A. The revenue from the tax imposed by this Chapter shall be subject to the annual audit performed by the City's independent auditor of the City's books, records, accounts, and fiscal procedures and which is reported in the City's Comprehensive Annual Financial Report.

B. In addition to the annual audit, an Annual Review Report shall be prepared by the City, setting forth the amount of revenue received from the tax imposed by this Chapter, amount of disbursements, and description of expenditures. The purpose of the report is to assure accountability and the proper disbursement of the revenue from the tax imposed by this Chapter. The Annual Review Report shall be filed in the Office of the City Clerk not later than January 31st following the fiscal year in which the tax is collected.

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 circumstance is held invalid by a court of competent jurisdiction, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council of the City of Lodi hereby declares that they would have adopted each and every provision of this ordinance regardless of the invalidity of any other provision.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Compliance with the California Environmental Quality Act. The approval of this ordinance is exempt from the California Environmental Quality Act (Public Resources Code Sections 21000, et seq., "CEQA" and 14 Cal. Code of Regs. Sections 15000 et seq., "CEQA Guidelines"). This ordinance imposes a special sales tax that can be used for any legitimate governmental purposes as specified in this ordinance. It is not a commitment to any specific project that may result in a potentially significant physical impact on the environment.

Section 6. Codification. Subject to the voter approval, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Lodi Municipal Code.

Section 7. Effective Date. If this ordinance is approved by two-thirds of the voters voting on the issue at the November 8, 2016 election, pursuant to Elections Code Section 9217, this

ordinance shall become effective ten (10) days after the City Council declares the results of the election.

Section 8. Certification and Publication. The City Clerk shall certify the final approval of this ordinance, publish the same as required by law, and forward a certified copy of the adopted ordinance to the State Board of Equalization.

Approved this_____ day of July, 2016

_____
MARK CHANDLER
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 July 6, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held July ___, 2016, 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

Exhibit 1

Public Safety Expenditure Plan

The Public Safety sales tax is estimated to generate approximately $2,800,000 annually for a 15 year period. Revenue will be split 64% ($1,792,000) to Police and 36% ($1,008,000) to Fire. Estimated annual expenditures for each department are shown below.

Police (64% of additional sales tax revenue)

- Fund up to eight (8) additional sworn officers
    - Estimated cost FY 2016/17 - $1,376,072 (8 positions)
- Fund up to two (2) part-time park rangers (sworn positions)
    - Estimated cost FY 2016/17 - $59,830 (2 positions)
- Fund one (1) part-time Youth Outreach Coordinator
    - Estimated cost FY 2016/17 - $31,509
- Fund equipment for up to 10 sworn officers
    - Estimated cost FY 2016/17 - $107,750
- Balance of funds to be used for training of police personnel

Fire (36% of additional sales tax revenue)

- Increase funding for fire staffing to put downtown Engine 1 in service
    - Estimated cost FY 2016/17 - $798,929
- Balance of funds to be used for training of fire personnel
    - Estimated FY 2016/17 - $209,071

ATTACHMENT 5

TO COUNCIL COMMUNICATION

RESOLUTION NO. 2016-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALLING AN ELECTION TO ASK THE VOTERS OF THE CITY OF LODI TO APPROVE A SPECIAL TRANSACTIONS AND USE TAX OF ONE-QUARTER CENT PER DOLLAR (0.25%) FOR FIFTEEN (15) YEARS, WITH THE TAX REVENUE TO BE USED EXCLUSIVELY FOR PUBLIC SAFETY, AND TO BE REVIEWED AND REPORTED ON BY AN INDEPENDENT CITIZENS OVERSIGHT COMMITTEE, AND REQUESTING THAT THE BOARD OF SUPERVISORS FOR THE COUNTY OF SAN JOAQUIN CONSOLIDATE THE ELECTION WITH THE ESTABLISHED GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, AND DIRECT THE COUNTY REGISTRAR OF VOTERS TO CONDUCT THE ELECTION ON THE CITY'S BEHALF

==========

WHEREAS, additional revenue is necessary to increase the number of sworn Lodi police officers to reduce crime and public nuisances associated with the effects of Assembly Bill 109 (Public Safety Realignment) and other criminal activity within the City, as well as increase fire staffing levels to bring downtown Fire Engine 1 back into service, and enhance the training of public safety (police and fire) personnel;

WHEREAS, the City's adopted budget for FY2016/17 does not have revenue sufficient to increase staffing levels within the police and fire departments or fund advanced training for public safety personnel. The City's financial forecast over the next five years continues to reflect a lack of resources available to increase public safety staffing levels or increase the training budget for public safety personnel;

WHEREAS, the City Council may propose that voters approve special transactions and use tax (sales tax) to raise additional funds to increase the number of sworn police officers, hire an additional part-time youth outreach worker to conduct gang intervention and prevention, increase fire staffing levels to put downtown Fire Engine 1 into service, as well to enhance the training of public safety personnel;

WHEREAS, a special transactions and use tax is a type of special tax that may be imposed by the City Council to achieve these purposes;

WHEREAS, pursuant to Section 7285.91 of the Revenue and Tax Code, the City Council may impose a special transactions and use tax for general purposes at a rate of one eighth of one percent (0.125%) or a multiple thereof, if the ordinance proposing the tax is approved by a two-thirds vote of all members of the City Council and the tax subsequently is approved by a two-thirds vote of qualified voters of the City voting in an election;

WHEREAS, a special transaction and use tax of one eighth of one quarter (0.25%) per dollar would generate sufficient revenue to increase the number of police officers, fund their safety equipment, and hire a part-time youth outreach worker to conduct gang intervention and prevention. In addition, downtown Fire Engine 1 could be returned to service by increasing staffing, and provide advance training to public safety personnel. The special tax would generate an estimated $2,800,000 in additional revenue annually, assuming taxable sales continue at their estimated rate, to be distributed 64% to Police (an estimated $1,792,000 per year) and 36% to Fire (an estimated $1,008,000 per year), (cumulatively, an estimated $26,880,000 to Police and $15,120,000 to Fire over fifteen years);

WHEREAS, Government Code Section 53724(c) require that an election on a special tax be consolidated with a statewide primary election, a statewide general election, or a

regularly scheduled local election at which all of the electors of the local government or district are entitled to vote;

WHERAS, November 8, 2016 is the date of the statewide general election, and is the next election date eligible for inclusion of this special tax measure;

WHEREAS, the City Council of the City of Lodi desires to submit to the voters at the statewide general election to be held on Tuesday, November 8, 2016, an ordinance entitled "Special Transactions and Use Tax Ordinance for Public Safety"; and

WHEREAS, the City Council is authorized and directed by statute to submit the ordinance to the voters.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are true and correct and are hereby adopted by the City Council.

SECTION 2. That pursuant to Government Code Section 53724(c) requiring that an election on a special tax be consolidated with a statewide primary election, a statewide general election, or a regularly scheduled local election at which all of the electors of the local government or district are entitled to vote, there is called and ordered to be held in the City of Lodi, an election on Tuesday, November 8, 2016, for the purpose of submitting the following ordinance:

Shall the City of Lodi fight crime and expand programs to reduce gang violence by hiring additional police and a gang intervention worker, restore downtown Fire Engine 1 service, and increase training, by enacting a one-quarter cent per dollar (0.25%) transactions and use ("sales") tax, estimated to raise $2,800,000 annually, 64% to police, 36% to fire, sunset in 15 years, all revenue exclusively applied to these specific purposes, subject to citizen oversight and annual audit?	YES NO

SECTION 3. That the text of the ordinance submitted to the voters is attached as Exhibit A, and made a part hereof as though fully set forth herein.

SECTION 4. That the vote requirement for the ordinance to pass is an affirmative vote of two-thirds of the voters of the City casting votes.

SECTION 5. That the ballots to be used at the election shall be in form and content as required by the laws of the State of California.

SECTION 6. That the City Clerk is authorized, instructed and directed to coordinate with the San Joaquin County Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election. The City will reimburse the County for the actual costs incurred by the County Elections Official in conducting the election.

SECTION 7. The City Clerk is hereby authorized to cause notice of the ordinance to be published one in the Lodi News Sentinel in accordance with Elections Code section 12111 and Government Code section 6061.

SECTION 8. The City Manager is authorized and directed to expend the necessary funds to pay for the City's cost of placing the ordinance on the election ballot.

SECTION 9. That pursuant to Election Code section 10242, the polls shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until 8:00 o'clock p.m. of the same day when the polls shall be closed, except as provided in Elections Code section14401.

SECTION 10. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by the laws of the State of California for holding municipal elections.

SECTION 11. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by the laws of the State of California.

SECTION 12. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 13. That the City Clerk is authorized to certify the adoption of this Resolution and transmit a certified copy to the San Joaquin County Board of Supervisors and the San Joaquin County Registrar of Voters.

Dated: July 6, 2016
==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

_____
MARK CHANDLER
Mayor

ATTEST:

_____
JENNIFER M. FERRAIOLO
City Clerk

(SEAL)

Approved as to Form:

JANICE D. MAGDICH
City Attorney

2016-____

EXHIBIT A

ORDINANCE NO. 2016-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI AMENDING LODI MUNICIPAL CODE TITLE 3 - REVENUE AND FINANCE BY ADDING CHAPTER 3.40 "SPECIAL TRANSACTION AND USE TAX FOR PUBLIC SAFETY" IMPOSING A SPECIAL ONE-QUARTER CENT PER DOLLAR (0.25%) TRANSACTIONS AND USE TAX TO INCREASE STAFFING FOR POLICE AND FIRE AND ENHANCE TRAINING FOR PUBLIC SAFETY PERSONNEL, TO BE COLLECTED AND ADMINISTERED BY THE STATE BOARD OF EQUALIZATION SUBJECT TO VOTER APPROVAL

==========

The City Council of the City of Lodi hereby finds as follows:

A. Additional revenue is necessary to increase the number of sworn Lodi police officers to reduce crime and public nuisances associated with the effects of Assembly Bill 109 (Public Safety Realignment) and other criminal activity within the City, as well as increase fire staffing levels to bring downtown Fire Engine 1 back into service, and enhance the training of public safety (police and fire) personnel.

B. The City's adopted budget for FY2016/17 does not have revenue sufficient to increase staffing levels within the police and fire departments or fund advanced training for public safety personnel. The City's financial forecast over the next five years continues to reflect a lack of resources available to increase public safety staffing levels or increase the training budget for public safety personnel.

C. The City Council may propose that voters approve special transactions and use tax (sales tax) to raise additional funds to increase the number of sworn police officers, hire an additional part-time youth outreach worker to conduct gang intervention and prevention, increase fire staffing levels to put downtown Fire Engine 1 into service, as well to enhance the training of public safety personnel.

D. A special transactions and use tax is a type of special tax that may be imposed by the City Council to achieve these purposes.

E. Pursuant to Section 7285.91 of the Revenue and Tax Code, the City Council may impose a special transactions and use tax for general purposes at a rate of one-eighth of one percent (0.125%) or a multiple thereof, if the ordinance proposing the tax is approved by a two-thirds vote of all members of the City Council and the tax subsequently is approved by a two-thirds vote of qualified voters of the City voting in an election.

F. A special transactions and use tax of one-quarter of one percent (0.25%) would generate sufficient revenue to increase the number of police officers, fund their safety equipment, and hire a part-time youth outreach worker to conduct gang intervention and prevention. In addition, downtown Fire Engine 1 could be returned to service by increasing staffing, and provide advance training to public safety personnel. The special tax would generate an estimated $2,800,000 in additional revenue annually, assuming taxable sales continue at their estimated rate, to be distributed 64% to Police (an estimated $1,792,000 per year) and 36% to Fire (an estimated $1,008,000 per year), (cumulatively, an estimated $26,880,000 to Police and $15,120,000 to Fire over fifteen years).

G. Government Code Section 53724(c) requires that an election on a special tax be consolidated with a statewide primary election, a statewide general election, or a regularly scheduled local election at which all of the electors of the local government or district are entitled to vote.

H. November 8, 2016 is the date of the statewide general election, and is the next election date eligible for inclusion of this special tax measure.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LODI:

Section 1. Lodi Municipal Code Title 3 - Revenue and Finance is hereby amended by adding Chapter 3.40 "Special Transaction and Use Tax for Public Safety" and shall read as follows:

CHAPTER 3.40

SPECIAL TRANSACTIONS AND USE TAX ORDINANCE FOR PUBLIC SAFETY

Sections:

3.40.010 Title
3.40.020 Operative Date
3.40.030 Purpose
3.40.040 Contract with State
3.40.050 Transaction Tax Rate
3.40.060 Place of Sale
3.40.070 Use Tax Rate
3.40.080 Termination Date
3.40.090 Adoption of Provisions and State Law
3.40.100 Limitations on Adoption of State Law and Collection of Use Taxes
3.40.110 Permit Not Required
3.40.120 Exemptions and Exclusions
3.40.130 Amendments
3.40.140 Enjoining Collection Forbidden
3.40.150 Refunds and Credits; Suits and Legal Proceedings
3.40.160 Special Fund; Restricted Use of Tax Proceeds and Expenditure Plan
3.40.170 Establishment of Special Public Safety Sales Tax Oversight Committee
3.40.180 Annual Audit and Report

3.40.010 Title. This ordinance shall be known as the City of Lodi Special Transactions and Use Tax Ordinance for Public Safety. The City of Lodi hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.40.020 Operative Date. "Operative date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.40.030 Purpose. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and

Section 7285.91 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if two-thirds of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.40.040 Contract with State. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.40.050 Transactions Tax Rate. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one-quarter percent (0.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.40.060 Place of Sale. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.40.070 Use Tax Rate. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one-quarter cent (0.25%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made.

3.40.080. Termination Date. The authority to levy the tax imposed by this ordinance shall expire on the fifteenth anniversary of the operative date, unless extended by a two-thirds majority vote of the voters of the City.

3.40.090 Adoption of Provisions of State Law. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.40.100. Limitations on Adoption of State Law and Collection of Use Taxes. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefore. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.40.110. Permit Not Required. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.40.120. Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax levied by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subsections (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax levied by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.40.130. Amendments.

A. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall

automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

B. Pursuant to Elections Code Section 9217 or any successor statute, the City Council may amend or repeal this ordinance and any of its exhibits, but not increase or extend the rate of tax levied herein, without a vote of the people.

3.40.140 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.40.150. Refunds and Credits; Suits and Legal Proceedings.

A. Refunds of and credits for any tax paid pursuant to this Chapter may be made only as provided for in Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code.

B. Suits and proceedings for the recovery of any amount alleged to have been erroneously or illegally determined or collected pursuant to this Chapter may be maintained in any court only as provided for in Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code. A judgment shall not be rendered in favor of the plaintiff in any action brought against the State Board of Equalization to recover any amount paid when the action is brought by or in the name of an assignee of the person paying the amount or by any person other than the person who paid the amount.

3.40.160. Special Fund; Restricted Use of Tax Proceeds and Expenditure Plan.

All proceeds of the special tax levied and imposed by this ordinance shall be accounted for and paid into a special fund or account designated for use by the City of Lodi only for public safety as set forth in the Public Safety Expenditure Plan for the administration and expenditure of the tax revenue, attached to this ordinance as Exhibit 1, and made a part hereof as though fully set forth herein. The Public Safety Expenditure Plan may be amended from time to time by a majority vote of the City Council, as long as the fund continues to be used for public safety. No revenues collected pursuant to the tax levied by this ordinance may be spent on General Fund operating expenses in effect at the time this ordinance becomes effective, or projects that are not a part of the Public Safety Expenditure Plan, absent a corresponding decline in General Fund revenues or increase in non-discretionary General Fund expenses ("Financial Contingencies"). However, revenues may be spent on staffing in excess of those the General Fund can support in the event of Financial Contingencies. Revenues collected by this ordinance shall supplement, rather than replace, existing City expenditures for public safety (police and fire) as reflected in the FY 2016/2017 budget, absent a corresponding decline in General Fund revenues or increase in non-discretionary General Fund expenses.

3.40.170 Establishment of Special Public Safety Sales Tax Oversight Committee.

A. Committee Established. A Citizens' Oversight Committee is hereby established in the City of Lodi to monitor the expenditures of revenue collected pursuant to this Ordinance only and to report to the People and the City Council.

B. Selection of Members. Members of the Citizens' Oversight Committee shall be appointed by the City Council. The Committee shall consist of five members. Members of the Citizens' Oversight Committee shall not be current City of Lodi employees, officials, contractors, or vendors of the City. Past employees, officials, contractors, and vendors shall be eligible to serve on the Committee, provided that there are no conflicts of interest as determined by the City Attorney. Of the members of the Committee first appointed, three members shall be appointed for terms of two years and two members shall be appointed for terms of three years. Their successors shall be appointed for terms of three years. No member may serve more than two consecutive three-year terms. The City Council shall solicit members of the Citizens' Oversight Committee, through an open application process that is promoted through the City's adopted recruiting process. Any resident of Lodi is eligible to apply for Committee membership, subject to the restrictions specified above. All applications will be reviewed by the City Council, which will have the authority to make final decisions regarding Committee composition, subject to the guidelines in this Ordinance.

C. Purposes and Jurisdiction. The Citizens' Oversight Committee shall conduct an annual review of expenditures of revenue collected pursuant to this Ordinance to determine whether such funds are expended for the purposes specified in the then current Public Safety Expenditure Plan. Committee members may review the annual financial audit performed by an independent auditor during the review process. The Citizens' Oversight Committee shall issue an annual report on their findings to the City Council and to the people. The Citizens' Oversight Committee annual report is subject to review and approval of the City Council. The Committee shall confine its review specifically to revenues generated pursuant to this ordinance and the expenditure of those revenues. The Committee shall serve in an advisory-only role to the City Council. Committee members shall not play a formal or informal role in the hiring, retention, or training of public safety personnel funded by this ordinance. The Committee is not charged with decision-making on spending priorities; schedules; staffing levels; funding source decisions; financing plans, including changes or revisions to the Public Safety Expenditure Plan; or tax rate assumptions. The Committee shall have no jurisdiction other than that delegated to it by the people pursuant to this ordinance. The Lodi City Manager or the City Manager’s designee shall provide reasonable administrative or technical assistance required by the Committee to fulfill its responsibilities or publicize its findings.

D. Meetings. The Citizens' Oversight Committee shall meet annually with specific meeting dates to be determined by Committee members. Citizens' Oversight Committee meetings are subject to the Brown Act. Meetings must be noticed and open to the public. Committee minutes and reports are a matter of public record, and must be posted on a web site provided by the City. Additional meetings may be scheduled by the Committee as necessary. All Committee members shall attend a training and orientation session prior to the first regular Committee meeting. Committee members are expected to attend all regular meetings. Failure to attend two consecutive meetings may result in removal from the Committee at the discretion of the City Council.

E. Committee Operations. The Citizens' Oversight Committee will select members to serve as Chair and Vice Chair of the Committee. A City staff person will be appointed by the City Manager, or the City Manager's designee, to serve as Secretary. The Secretary will be responsible for preparing, posting and distributing agendas and taking minutes at each meeting. Approved minutes shall be made available to the public. Committee decisions, positions, findings and procedures shall require a simple majority vote of those Committee members in attendance. The quorum requirement for any meeting shall be a minimum of three (3) members.

F. Vacancies. Committee members may be removed from the Committee only by the City Council for repeated absences at committee meetings, malfeasance, failure to meet the

qualifications set forth in this Section, or for inability or unwillingness to fulfill the duties of a Committee member. In the event of removal, resignation, or death, the City Council shall appoint a person to fill the vacant seat.

G. Miscellaneous. Subject to the restrictions specifically addressed in this Section, the Committee may draft and adopt its own standard procedures and by-laws by majority vote. All Citizens' Oversight Committee procedures and by-laws remain subject to review and approval of the City Council.

3.40.180 Annual Audit and Report.

A. The revenue from the tax imposed by this Chapter shall be subject to the annual audit performed by the City's independent auditor of the City's books, records, accounts, and fiscal procedures and which is reported in the City's Comprehensive Annual Financial Report.

B. In addition to the annual audit, an Annual Review Report shall be prepared by the City, setting forth the amount of revenue received from the tax imposed by this Chapter, amount of disbursements, and description of expenditures. The purpose of the report is to assure accountability and the proper disbursement of the revenue from the tax imposed by this Chapter. The Annual Review Report shall be filed in the Office of the City Clerk not later than January 31st following the fiscal year in which the tax is collected.

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 circumstance is held invalid by a court of competent jurisdiction, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council of the City of Lodi hereby declares that they would have adopted each and every provision of this ordinance regardless of the invalidity of any other provision.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Compliance with the California Environmental Quality Act. The approval of this ordinance is exempt from the California Environmental Quality Act (Public Resources Code Sections 21000, et seq., "CEQA" and 14 Cal. Code of Regs. Sections 15000 et seq., "CEQA Guidelines"). This ordinance imposes a special sales tax that can be used for any legitimate governmental purposes as specified in this ordinance. It is not a commitment to any specific project that may result in a potentially significant physical impact on the environment.

Section 6. Codification. Subject to the voter approval, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Lodi Municipal Code.

Section 7. Effective Date. If this ordinance is approved by two-thirds of the voters voting on the issue at the November 8, 2016 election, pursuant to Elections Code Section 9217, this

ordinance shall become effective ten (10) days after the City Council declares the results of the election.

Section 8. Certification and Publication. The City Clerk shall certify the final approval of this ordinance, publish the same as required by law, and forward a certified copy of the adopted ordinance to the State Board of Equalization.

Approved this_____ day of July, 2016

_____
MARK CHANDLER
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 July 6, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held July ___, 2016, 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

Exhibit 1

Public Safety Expenditure Plan

The Public Safety sales tax is estimated to generate approximately $2,800,000 annually for a 15 year period. Revenue will be split 64% ($1,792,000) to Police and 36% ($1,008,000) to Fire. Estimated annual expenditures for each department are shown below.

Police (64% of additional sales tax revenue)

- Fund up to eight (8) additional sworn officers
  - Estimated cost FY 2016/17 - $1,376,072 (8 positions)
- Fund up to two (2) part-time park rangers (sworn positions)
  - Estimated cost FY 2016/17 - $59,830 (2 positions)
- Fund one (1) part-time Youth Outreach Coordinator
  - Estimated cost FY 2016/17 - $31,509
- Fund equipment for up to 10 sworn officers
  - Estimated cost FY 2016/17 - $107,750
- Balance of funds to be used for training of police personnel

Fire (36% of additional sales tax revenue)

- Increase funding for fire staffing to put downtown Engine 1 in service
  - Estimated cost FY 2016/17 - $798,929
- Balance of funds to be used for training of fire personnel
  - Estimated FY 2016/17 - $209,071

ATTACHMENT 6

TO COUNCIL COMMUNICATION

Public Safety Expenditure Plan

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  - Estimated FY 2016/17 - $209,071

AGENDA ITEM **I-02**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolutions Setting Priorities for Filing Written Arguments Regarding the Special Transactions and Use Tax Measures for Parks and for Public Safety (Police and Fire), Directing the City Attorney to Prepare an Impartial Analysis for Each Measure, and Providing for the Filing of Rebuttal Arguments for Each Measure Scheduled for the November 8, 2016 General Municipal Election

MEETING DATE: July 6, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt resolutions setting priorities for filing written arguments regarding the special transactions and use tax measures for Parks and for Public Safety (Police and Fire), directing the City Attorney to prepare an impartial analysis for each measure, and providing for the filing of rebuttal arguments for each measure scheduled for the November 8, 2016 General Municipal Election.

BACKGROUND INFORMATION: Two City measures are proposed to be placed on the November 8, 2016 General Municipal Election ballot: 1) Special Transactions and Use Tax for Parks and 2) Special Transaction and Use Tax for Public Safety (Police and Fire). It is necessary for the City Council to adopt the attached resolutions setting the priorities and deadlines for filing written arguments and rebuttal arguments for or against the measures submitted for the ballot, as well as directing the City Attorney to prepare an impartial analysis.

The resolution authorizes all members of the City Council to file written arguments in favor or against the ballot measures

The following deadlines are hereby established pursuant to the Elections Code.

- Deadline for filing impartial analysis (not exceeding 500 words) – **July 20, 2016**
- Deadline for filing arguments (not exceed 300 words) – **July 20, 2016**
- Deadline for filing rebuttal arguments (not exceeding 250 words) – **July 29, 2016**

Arguments and rebuttal arguments must be filed in the City Clerk's Office on or before the deadline established, during normal office hours.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/pf
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2016-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS REGARDING CITY MEASURES AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS FOR EACH CITY MEASURE TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016

==========

WHEREAS, a General Municipal Election is to be held in the City of Lodi, California, on November 8, 2016, at which there will be submitted to the voters the following measures:

Shall the City of Lodi replace outdated playgrounds, repair eroded riverbank at Lodi Lake, repair and expand park trail systems, replace park restrooms and drinking fountains, and improve park parking lots, roadways, landscaping, and infrastructure, by enacting a one-eighth cent per dollar (0.125%) transactions and use ("sales") tax, estimated to raise $1,400,000 annually, to sunset in fifteen (15) years, with all revenue exclusively applied to these specific purposes, subject to citizen oversight and annual audit?	YES NO

Shall the City of Lodi fight crime and expand programs to reduce gang violence by hiring additional police and a gang intervention worker, restore downtown Fire Engine 1 service, and increase training, by enacting a one-quarter cent per dollar (0.25%) transactions and use ("sales") tax, estimated to raise $2,800,000 annually, 64% to police, 36% to fire, sunset in 15 years, all revenue exclusively applied to these specific purposes, subject to citizen oversight and annual audit?	YES NO

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the City Council authorizes ALL members of the City Council to file written argument(s) In Favor or Against the above City ballot measures not exceeding 300 words each, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the California Elections Code. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.

The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the "Form of Statement to be Filed by Author(s) of Argument".

SECTION 2. That the City Council directs the City Clerk to transmit copies of each of the ballot measures to the City Attorney. The City Attorney shall prepare an impartial analysis for each measure not exceeding 500 words, pursuant to Section 9280 of the California Elections

Code. The impartial analysis for each ballot measure shall be filed by the date set by the City Clerk for the filing of primary arguments.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: July 6, 2016
==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

(SEAL)

RESOLUTION NO. 2016-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016

==========

WHEREAS, Section 9282 of the Elections Code provides for written arguments to be filed in favor of or against city measures not to exceed 300 words in length; and

WHEREAS, Section 9285 of the Elections Code authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments, not to exceed 250 words in length, for city measures submitted at municipal elections;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to Section 9285(a)(1) of the Elections Code, when the elections official has selected the arguments for and against the measure (not exceeding 300 words each) which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the measure to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

Pursuant to Elections Code section 9285(a)(3), the author or a majority of the authors of an argument relating to a city measure may prepare and submit a rebuttal argument not exceeding two-hundred fifty (250) words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument. A rebuttal argument may not be signed by more than five authors (Elections Code section 9285(a)(5)).

The rebuttal argument(s) shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, no later than 10 days after the final date for filing direct arguments. The rebuttal argument(s) shall be accompanied by the “Form of Statement to be Filed by Author(s) of Argument”.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 2. That all previous resolutions providing for the filing of rebuttal arguments for city measures are repealed.

SECTION 3. That the provisions of Section 1 shall apply only to the election to be held on November 8, 2016, and shall then be repealed.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Dated: July 6, 2016

==========

I hereby certify that Resolution No. 2016-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

_____
MARK CHANDLER
Mayor

ATTEST:

_____
JENNIFER M. FERRAIOLO
City Clerk

(SEAL)

AGENDA ITEM J-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1922 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 17 – Development Code – By Repealing and Re-Enacting Chapter 17.34, 'Signs,' in Its Entirety"

MEETING DATE: July 6, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1922.

BACKGROUND INFORMATION: Ordinance No. 1922 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 17 – Development Code – By Repealing and Re-Enacting Chapter 17.34, 'Signs,' in Its Entirety," was introduced at the regular City Council meeting of June 15, 2016.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

N:\Administration\CLERK\Council\COUNCOM\Ordinance1.DOC

ORDINANCE NO. 1922

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE TITLE 17 – DEVELOPMENT CODE – BY REPEALING AND REENACTING CHAPTER 17.34, "SIGNS," IN ITS ENTIRETY

==========

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 17 "Development Code" is hereby amended by repealing and reenacting Chapter 17.34, "Signs," in its entirety, and shall read as follows:

CHAPTER 17.34 - SIGNS

Sections:

17.34.010 Purpose of Chapter.
17.34.020 Applicability.
17.34.030 Sign Permit Requirements.
17.34.040 Prohibited Signs.
17.34.050 General Requirements for All Signs.
17.34.060 Zoning District Sign Standards.
17.34.070 Standards for Specific Types of Signs.
17.34.080 Exceptions to Sign Area Standards.
17.34.090 Sign Maintenance.
17.34.100 Nonconforming Signs.
17.34.110 Violations and Abatement.
17.34.120 Judicial Review.
17.34.130 Sign Design Guidelines.

17.34.010 - Purpose of chapter.

The city finds that signage, regardless of content or purpose, draws the visual attention of the public, and thereby creates a traffic safety hazard and degrades the aesthetic quality of the environment. The regulations established by this chapter are intended to address these issues by regulating the placement, quality, materials, size, and number of signs allowed within the city, and to require the proper maintenance of signs. The purposes of these limitations and requirements are to:

A. Enhance commerce within the community by providing for signs that will allow the public to easily identify uses and premises, and regulating signs on the basis of their physical design, location, and proportions;

B. Preserve and enhance the aesthetic, traffic safety, and environmental values of the community, and commercial, office, and industrial districts, while at the same time providing a channel of communication to the public;

C. Limit commercial signage to on-site locations to keep the proliferation of this signage to a more aesthetic proportion, and protect existing businesses from visual encroachment from new signage on neighboring properties;

D. Avoid traffic safety hazards to motorists and pedestrians caused by visual distractions and obstructions;

E. Promote the aesthetic quality of the community by providing for signs that enhance the attractiveness of the city as a place to live, work, and shop; and

F. Safeguard and protect the public health, safety, and general welfare.

17.34.020 - Applicability.

A. Signs Regulated. The requirements and development standards in this chapter shall apply to all signs in all zoning districts except signs that are less than thirty-three percent of a window surface.

B. Applicability to Sign Content. The provisions of this chapter do not regulate the message content of signs (sign copy), regardless of whether the message content is commercial or noncommercial.

17.34.030 - Sign permit requirements.

No sign shall be installed, constructed, or altered unless it is first approved in compliance with this section.

A. Fees and Plans Required. An application for a sign permit shall be filed and processed in compliance with Chapter 17.50 (Application Filing and Processing). The application shall also include architectural elevations and plans of all proposed signs drawn to scale, with all dimensions noted, and include any additional information and materials as required by the department.

B. Design Review and Approval. The director shall review all sign permit applications and approve only those found to be in substantial conformance with the design review criteria provided in Section 17.34.050 (General Requirements for All Signs). The director may require conditions of approval as are reasonably necessary to achieve the purposes of this chapter.

The director may refer sign permit applications to SPARC for action, either on the individual sign permit, or as part of a development project that is otherwise subject to SPARC review.

C. Master Sign Program.

1. When Required. A master sign program shall be approved by the director (or by SPARC upon referral by the director) prior to the issuance of any sign permit for:

a. A new nonresidential project with four or more tenants; and

b. Major rehabilitation work on an existing nonresidential project with four or more tenants that involves exterior remodeling. For the purposes of this chapter, major rehabilitation means adding more than fifty percent to the gross floor area of the building/buildings, or exterior redesign of more than fifty percent of the length of any facade within the project.

All signs installed or replaced within the nonresidential project shall comply with the approved master sign program.

2. Content of Program. A master sign program shall provide standards for the uniform style, size, placement, and color palette of signs within the proposed nonresidential project.

3. Revisions. Revisions to a master sign program may be approved by the director if he or she first determines that the revision is minor and that the intent of the original approval, and any applicable conditions are not affected. A new sign permit shall be obtained for revisions that would substantially deviate from the original approval.

D. Time Limit for Action. A sign permit or a master sign program shall be approved or disapproved by the review authority within fifteen working days of the application being accepted as complete in compliance with Section 17.38.060 (Initial Application Review). A sign that is submitted in full compliance with an approved master sign program shall be approved within five working days of the application being accepted as complete.

E. Signs and Sign Changes Allowed Without a Sign Permit. The following do not require a sign permit, provided that they comply with Section 17.34.050 (General Requirements for All Signs), and any required building permit is obtained.

1. Nonstructural Modifications and Maintenance.

a. Modifications or replacement to a face of a cabinet sign.

b. Nonstructural modifications of the face, design, or color of an existing sign, provided that the modifications comply with any applicable master sign program approved in compliance with subsection C of this section.

c. The normal maintenance of signs.

2. Temporary Signs. Temporary signs in compliance with Section 17.34.070(D).

17.34.040 - Prohibited signs.

The following types of signs and devices shall be specifically prohibited:

A. A sign in conjunction with a home occupation permit;

B. Abandoned signs;

C. Animated signs, including electronic message display signs, and variable intensity, blinking, or flashing signs; except time and temp signs (except in accordance with Section 17.34.070(F), (Programmable Electronic Signs);

D. Balloons and other inflatable devices;

E. Moving signs;

F. Permanent off-site signs;

G. Pennants, except as allowed for temporary periods by Section 17.34.070;

H. Roof signs;

I. Because of the city's compelling interest in ensuring traffic safety, signs that simulate in color, size, or design, any traffic control sign or signal, or that make use of words, symbols, or characters in a manner that interferes with, misleads or confuses pedestrian or vehicular traffic;

J. Signs attached to or suspended from a vehicle parked within a public right-of-way, or in a location on private property that is visible from a public right-of-way, except a sign painted directly upon, magnetically affixed to, or permanently affixed to the body or other integral part of the vehicle;

K. Temporary and portable signs, except as allowed by Section 17.34.070;

L. Poorly maintained signs;

M. Signs in public right-of-way or affixed to city property; and

N. Signs which advertise activities illegal under Federal, State, or local laws, rules, or regulations.

17.34.050 - General requirements for all signs.

A. Sign Area. The measurement of sign area to determine compliance with the sign area limitations of this chapter shall occur as follows:

1. The surface area of a sign shall be calculated by enclosing the extreme limits of all framing, writing, logo, representation, emblem, or other display within a single continuous perimeter composed of squares or rectangles with no more than eight lines. See Figure 3-11.

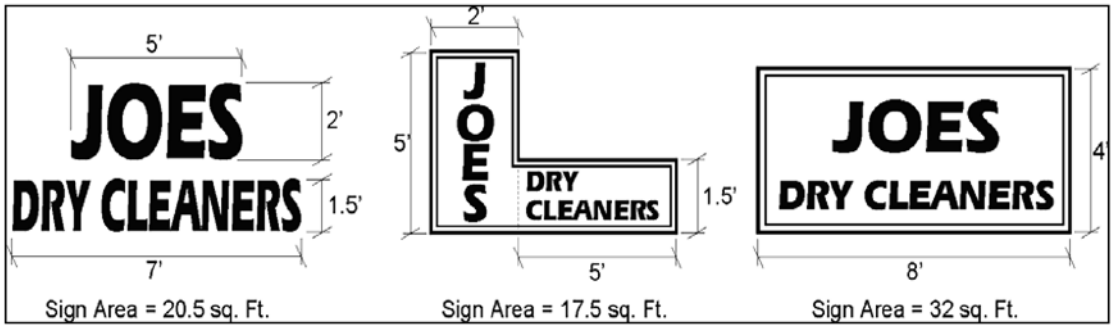

Figure 3-11 - Sign Area Measurement

2. Supporting framework or bracing that is clearly incidental to the display itself shall not be computed as sign area.

3. For freestanding signs all readable surfaces visible from a public right-of-way shall be counted in sign area calculations.

4. Where a sign consists of one or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture or statue-like trademarks), the sign area shall be measured as their maximum projection upon a vertical plane.

5. For signs that incorporate time and temperature devices, the area of these devices shall not be included in the total area of the sign.

B. Sign Height. Sign height shall be measured as the vertical distance from the finished grade adjacent to the base of the sign structure to the highest point of the structure, where finished grade does not include fill, planters, or other material artificially placed to allow increased sign height.

C. Sign Location Requirements.

1. All signs identifying an occupant, business, or use shall be located on the same site as the occupant, business, or use, except as otherwise allowed by this chapter.

2. Signage allowed on one building or frontage shall not be transferred to another building or frontage.

3. Each sign, including a sign located on a temporary or portable building, shall be subject to the requirements of this chapter.

4. No sign shall be located within the public right-of-way, except as otherwise allowed by this chapter.

5. A sign for the purpose of construction, sales, or leasing are permitted within a required setback area, provided it is:

   a. Located within a permanently maintained landscaped planter area having an area at least twice that of the sign area;

   b. Not closer than ten feet from any property line and ten feet from any access driveway; and

   c. Not within a radius of twenty feet of the intersection of the rights-of-way of two intersecting streets.

6. The location of all signs shall be evaluated to ensure:

   a. That the setback is appropriate for the height and area of a freestanding or projecting sign;

   b. That flush or projecting signs relate to the architectural design of the building. Signs that cover windows, or that spill over natural boundaries and architectural features shall be discouraged;

c. That signs do not unreasonably block the sight lines of existing signs on adjacent properties; and

d. Pedestrian and vehicular safety.

7. A freestanding sign may be placed only on a site frontage adjoining a public street.

8. No freestanding sign shall be closer than seventy-five feet to another freestanding sign, to ensure adequate visibility for all signs. The director may waive this requirement where parcel width and/or the locations of existing signs on adjacent properties would make the seventy-five-foot separation impractical.

D. Design Criteria for Signs. The following design criteria shall be used in reviewing the design of individual signs. Substantial conformance with each of the following design criteria shall be required before a sign permit or building permit can be approved.

1. Color. Colors on signs and structural members should be harmonious with one another and reflective of the dominant colors of the building or buildings being identified. Contrasting colors may be utilized if the overall effect of the sign is still compatible with the building colors and prevailing colors in the surrounding neighborhood (where a theme can be identified).

2. Materials and Structure.

a. Sign materials (including those for framing and support) should be representative of the type and scale of materials used on the building or buildings which the sign identifies. Insofar as possible, sign materials should match the materials used on the building and on other signs.

b. Materials selected for permanent signs shall be durable and capable of withstanding weathering over the life of the sign with reasonable maintenance.

c. The size of the structural members (e.g. columns, crossbeams, and braces) should be proportional to the sign panel they are supporting. In general, fewer larger supporting members are preferable to many smaller supports.

d. The use of individual letters incorporated into the building design is encouraged, rather than signs with background and framing other than the building wall.

e. The use of reflective materials or surfaces may be approved only where the review authority determines that they will not distract motorists or create other hazards, and should be minimized in all cases.

f. Wall signs shall not project from the surface upon which they are attached more than required for construction purpose and in no case more than twelve inches.

g. Wall signs shall not project above the eave line or the edge of the roof of a building.

E. Copy Design Guidelines. The city does not regulate the message content (copy) of signs; however, the following are principles of copy design and layout that can enhance the readability and attractiveness of signs. Copy design and layout consistent with these principles is encouraged, but not required.

1. Sign copy should relate only to the name and/or nature of the business or commercial center.

2. Permanent signs that advertise continuous sales, special prices, etc. should be avoided.

3. Information should be conveyed briefly or by logo, symbol, or other graphic manner. The intent should be to increase the readability of the sign and thereby enhance the identity of the business.

4. Freestanding signs should contain the street address of the parcel or the range of addresses for a multi-tenant center.

F. Illumination of Signs. The artificial illumination of signs, either from an internal or external source, shall be designed to minimize light and glare on surrounding rights-of-way and properties.

1. External light sources shall be directed and shielded to limit direct illumination of any object other than the sign.
2. The light from an illuminated sign shall not be of an intensity or brightness that will interfere with the reasonable enjoyment of residential properties. In areas with low ambient nighttime illumination levels (e.g., residential neighborhoods or business districts with little or no illuminated signing) applicants shall be encouraged to use light, illuminated copy against dark or opaque backgrounds.
3. Signs shall not have blinking, flashing, or fluttering lights or other illuminating devices that have a changing light intensity, brightness or color, except as otherwise allowed in Section 17.34.070 (Programmable Electronic Signs).
4. Colored lights shall not be used at a location or in a manner so as to be confused or construed as traffic control devices.
5. Neither the direct nor reflected light from primary light sources shall create a hazard to operators of motor vehicles.
6. Incandescent lamps shall not be visible from a public right-of-way or adjacent property.
7. Light sources shall utilize energy efficient fixtures to the greatest extent possible.

G. Maintenance of Signs. Signs and supporting hardware, including temporary signs, shall be maintained in good repair and functioning properly at all times. Repairs to signs shall be of equal or better in quality of materials and design as the original sign. Signs which are not properly maintained and are dilapidated shall be deemed to be a public nuisance, and may be abated in compliance with Lodi Municipal Code.

When existing signs are removed or replaced, all brackets, poles, and other supports that are no longer required shall be removed. Unpainted areas shall be painted to match the adjacent portion of the building or sign support structure.

H. Signs on Public Property. No signs are allowed on public property, except for the following:

1. A public sign erected by or on behalf of the city or other public entity to post legal notices, identify public property, convey public information, or direct or regulate pedestrian or vehicular traffic.
2. An informational sign of a public utility or transit company regarding its poles, lines, pipes, facilities, or routes.
3. An emergency warning sign erected by the city or other public entity, a public utility company, or contractor doing authorized or permitted work on public property.
4. Signs constructed by the city to direct persons to specific districts, regions, or public facilities.
5. Banner signs on city property (e.g., light poles in downtown area or along major corridors).
6. Advertising signs on transit, police, parks and other city property (e.g. city facilities, including but not limited to transit shelters, buses, park facilities, and Hutchins Street Square).

17.34.060 - Zoning district sign standards.

Only the signs and sign area authorized by this section shall be allowed unless otherwise expressly provided in this section or Section 17.34.070 (Standards for Specific Types of Signs).

A. Residential Zoning Districts. Signs within the residential zoning districts shall comply with the following standards:

1. Size and Type of Signs Allowed. Each parcel in the residential zoning districts may be permitted signs as follows:

a. One nameplate not exceeding one square foot in area identifying the occupant of a residence. No building permit is required;

b. One identification sign for apartment and institutional use, not exceeding forty-eight square feet in area;

c. One unlighted sign not exceeding six square feet in area that advertises the sale or rental of the premises. No building permit is required;

d. A bulletin board, not exceeding twenty square feet in area, upon the issuance of a use permit by the planning commission;

e. One sign not exceeding one hundred square feet in area on the site of a construction project or new subdivision, that indicates the nature of the development or identifies the persons involved in the construction; which may be placed on the site prior to or during the development activities;

f. One unlighted, noncommercial sign not exceeding six square feet in area; and

g. A warning or no trespassing sign not exceeding six square feet in area. No Building Permit is required.

2. Setback Requirements. Each sign shall be set back at least ten feet from all property lines.

3. Height Limit. No building mounted sign shall exceed a height of twenty feet. No freestanding sign shall exceed a height of eight feet, sign plus base.

B. Commercial and industrial zoning district sign standards. Each proposed sign shall comply with the following standards for the applicable zoning district.

1. CC District. Each sign within the CC zoning district shall comply with the following standards:

a. General Specifications and Requirements.

i. Sign content should be limited to the tenant's name and primary graphic logo;

ii. Notwithstanding the following sign provisions, tenants may utilize standard corporate logos and/or prototypical signage graphics, if used in a majority of the tenant's California stores subject to approval of the city of Lodi;

iii. All signage on the building fascia, with exception of certain logo/graphics, shall be of indirectly lit individual channel letters or dimensional letters in accordance with the definitions below. No cabinet signs shall be permitted. Signage illumination shall not include flashing, moving or scintillating effects;

iv. Channel letters are to be defined as individual channel letters or as connected channels that may be composed of script letters with connected serifs, or a non-script letters that are connected by heavy outlines into an integrated shape or "channel box". Secondary channel boxes containing a logo mark or underlining the primary text and containing a secondary message shall be permitted. Illumination may be with either LEDs or neon;

v. Dimensional letters are to be made of one-half-inch thick clear acrylic or one and one-half-inch thick aluminum;

vi. All signs must be dimensional. Signs painted directly onto the building shall not be permitted;

vii. Painted wall graphics or murals that are thematic to the overall shopping center and do not provide any specific tenant identification shall be allowed subject to prior approval by the city of Lodi. The thematic wall graphics or murals shall be counted as signs or sign area with respect to the building on which graphic or mural is painted;

viii. Signs may not come within one foot of the top, bottom or sides of the building elevation or fascia upon which a sign is located. In no case may a sign extend

beyond the roof parapet or adjacent building eave line. Signs are not allowed on or against any roof structures. Architectural tower features on buildings may be considered for tenant identification signs subject to specific sign design approval by the city of Lodi;

ix. Exposed channel letter raceways are prohibited. All channel letter signs must be mounted directly to the building surface or be mounted upon a decorative architectural background feature subject to specific sign design approval by the landlord and the city of Lodi;

x. Tenant signs will be no larger than seventy-five percent of fascia height, with a maximum width of seventy-five percent of tenant's frontage;

xi. All signs are to be laid out so as to be proportionate to the area in which it is placed, as well as comply with the square footage limitations. They should also be centered at the appropriate location on the elevation so it would be balanced with the buildings as a whole. (Not necessarily centered on the Tenant space);

xii. Each tenant may have signage upon the front and rear elevations subject to size area limitations. End cap tenants may also have signage on their side elevations subject to size area limitations. Pad tenants may have signage on all elevations facing a public street or parking area subject to the size area limitations;

xiii. Colors shall be consistent with the theme of the shopping center;

xiv. Temporary wall signs, pennants, flags, over-roof signs, inflatable displays, exposed neon, or sandwich boards are prohibited. Temporary banners advertising specials or sales may be allowed in accordance with the city code; and

xv. Window signs, other than the permanent window graphics, will not be allowed. These signs include neon signs, fiber optic/neon simulated plastic signs and border neon.

b. Free-standing Signs. The design of the multi-tenant pylon signs, multi-tenant monument signs and center identification monument sign shall be commensurate with the architecture of the shopping center.

i. Freeway Information Area Signage.

(A) One pylon sign, no higher than sixty-five feet, shall be permitted along the freeway frontage. The sign shall identify multiple tenants within the shopping center; and

(B) The pylon sign shall have a maximum of seven hundred twenty square feet of tenant identification and thirty-two square feet of shopping center identity.

ii. Center Identification Sign. One center identification sign, no higher than eight feet, shall be permitted. The sign shall be a single-sided, identifying the entrance to the center. No tenant names shall be displayed on the identification sign.

iii. Monument Signs.

(A) One multi-tenant monument sign, no higher than twelve feet, shall be permitted. A shopping center of ten acres or more may have two monument signs. These signs may have two-sided panels to identify multiple tenants within the shopping center; and

(B) The monument signs shall have a maximum of eighty-four square feet of tenant identification and eight square feet of shopping center identity.

c. Tenant Signage. The sign program regulates the total allowed signage each tenant may have, based upon the frontages of each store. Tenant signage shall not exceed the total allowed maximum signage per tenant.

i. Tenants shall be allowed two square feet of signage per lineal foot of frontage for the front elevation and two square feet of signage multiplied by seventy-five percent per lineal foot of frontage for side (end caps) and rear elevations;

ii. The signs may either be internally illuminated plex-faced channel letters or halo illuminated fabricated aluminum reverse pan channel letters; and

iii. Single pad tenants shall be allowed one wall sign per each business frontage facing a street, pedestrian plaza and/or parking lot. The total allowed sign area shall be two square feet of signage per lineal foot of frontage for the front elevation and two square feet of signage multiplied by seventy-five percent per lineal foot of frontage for side and rear elevations.

3. GC and Industrial Districts. Each sign within the GC and industrial zoning districts shall comply with the following standards:

a. Size and Type of Signs Allowed. A parcel in the GG or an industrial zoning district may be permitted signs as follows, provided that no sign shall exceed an area of four hundred eighty square feet.

i. An individual business adjacent to a public street or streets is allowed one square foot of sign area for each linear foot of street frontage.

ii. An individual business that shares street frontage with other businesses (e.g., within a single building) is allowed one square foot of sign area for each linear foot of building frontage.

iii. An individual business located on a corner (i.e., with building frontage or street frontage on two sides) is allowed seventy-five percent of the ratio of two square feet of sign area for each linear foot of street frontage.

b. Size and Type of Signs—Parcels with Four or More Businesses. Parcels under one ownership that contain four or more businesses may be permitted one freestanding sign in addition to the signs permitted by subsection (B)(3)(a), provided that the sign shall not:

i. Exceed three hundred square feet in area. One hundred fifty square feet of the total sign area may be used for individual identification signs uniform in size, shape, and lettering; and

ii. Contain a reader board.

c. Off-premises Signs. Off-premises signs are prohibited, with the exception of those that legally existed prior to the adoption of this development code.

d. Setback Requirements. Each sign shall be set back at least two feet from the property line.

e. Height Limit. No sign shall exceed the following height limits, as applicable.

i. Building-mounted Signs. A building-mounted sign shall not exceed the height limit of the building or thirty-five feet, whichever is less.

ii. Freestanding Signs. A freestanding sign shall not exceed the height of the tallest building on the site.

iii. Freeway Information Area.

(A) A freeway information (FI) area is established to include an area bounded: on the west by a line drawn fifty feet west of the west right-of-way line or Cherokee Lane or five hundred feet west of the west right-of-way line of the U.S. Highway 50-99 freeway, whichever is greater; and on the east by a line drawn five hundred feet east of the east right-of-way line of the U.S.

Highway 50-99 freeway; and on the north and south by the then-current city limits.

(B) A sign within the FI area shall not exceed a height of seventy-five feet.

4. O District. Each sign within the O zoning district shall comply with the following standards:

a. Size and Type of Signs Allowed.

i. Signs shall not exceed one square foot of sign area for each two linear feet of street frontage, up to a maximum sign area of two hundred square feet. The maximum allowable area of signs for an office use located on a corner parcel shall be calculated by using seventy-five percent of the length of the total street frontage.

ii. The size, location, and design of the sign is visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street.

iii. No sign shall be lighted so that light shines on neighboring properties.

b. Setback Requirements. Each sign shall be set back at least ten feet from the property line.

c. Height Limit. No building mounted sign shall exceed a height of twenty feet. No freestanding sign shall exceed a height of eight feet, sign plus base.

C. Mixed Use Zoning District Sign Standards. The regulation of the location, size, type and number of signs permitted shall be governed by the provisions of this section.

1. Downtown Mixed Use and Mixed Use Center Districts. Each sign within the DMU and MCE zoning districts shall comply with the following standards:

Signs must be more than just a way to relay information; they must be an architectural extension of a building. The objective of the standards and guidelines is not to create uniformity, but to eliminate those elements that result in a cluttered and unattractive physical environment. Few outward features of a business display the owner's confidence and quality as well as signage. These basic parameters provide for creative signs that may still be as varied and different as the businesses they represent.

a. Permitted Sign Types.

i. Flush-Mounted or Painted Wall Signs. Cabinet "canned" signs shall be prohibited.

ii. Projecting Signs. Provided:

(A) They leave no less than eight clear above the finished grade, and extend no more than four feet out from the wall;

(B) They are not mounted above the first floor.

iii. Awning and Canopy Signs. Awnings are primarily for shade and secondarily a sign location. Letters and graphics are limited to vertical surfaces and shall not exceed fifty percent of the surface area. Internally illuminated vinyl awnings are not permitted.

iv. Free Standing Signs. Pole-mounted and/or other forms of free standing signs shall not be permitted in the downtown district. Exceptions, subject to city review are:

(A) Directory Signs or kiosks. These may be considered for sidewalk locations; those for private arcades or buildings should be on private property, located in publicly accessible courts, accessways, or passages.

(B) Portable Signs. Menu boards for restaurants, etc. provided they are stored indoors after hours of operation and not placed to obstruct the public sidewalk.

b. Sign Size.

i. Building Mounted Signs. The maximum area for each permitted sign type or any combination thereof shall be one square foot per one linear foot of tenant street frontage. Maximum sign length shall not exceed seventy-five percent of the tenant space frontage.

ii. Free Standing Signs. Per city review.

c. Exemptions.

i. Temporary Signs as set forth in section 17.34.070(D).

ii. Permanent Signs. In addition to those permitted above shall be limited to:

(A) Existing built-in signs that are integral to the building design.

(B) Painted window signs that cover a maximum of twenty-five percent of the window area.

(C) Any sign identifying hours of operation that have an area of less than three square feet.

d. Sign Maintenance. High levels of maintenance are essential if investment in the downtown is to be encouraged. Because signs are meant to be seen, maintenance is especially important.

i. Paint. Signs shall be retained in good condition, with touch-up or repainted as needed. Peeling paint should be replaced promptly.

ii. Repair. Damaged signs and poles shall be repaired promptly or removed.

iii. Illumination. Bulbs and fixtures shall be replaced promptly if they burn out or are broken.

iv. Awnings. Awnings that are damaged and/or faded shall be repaired or replaced promptly.

e. Architectural Compatibility. A building's architectural style and overall proportions should guide the design of signs. Signs should be located on the facade in areas designed for this function; e.g. a recessed or framed area between the first and second floor, or a parapet panel between shopfront and roofline.

f. Sign Types.

i. Flush-Mounted and painted wall signs should align with major architectural elements, such as doors and windows. Ornamental elements, such as moldings, pilasters, arches, clerestory windows, roof eaves, or cornice lines should be used as a frame.

(A) Relationship to Cornice or Roof Line. Signs should not extend above the cornice line or into or above roof areas, unless they function as an integral part of the roof design. For example:

(1) A sign board may extend above the cornice line of an otherwise flat-topped building if it is designed as a parapet in keeping with the style of the rest of the building.

(2) A sign board may extend above an existing parapet, if it is located to function as an accent to the basic parapet design.

ii. Projecting Signs.

(A) Proportion. Projecting signs with vertically-oriented messages should be slender in appearance, with a proportion of at least 2:1, height to width. Projecting signs with horizontally-oriented messages may be rectangular or square; if located below an awning or canopy as a hanging "blade" sign, they should also be slender, proportioned 2:1 width to height.

(B) Structural Support. Should be an attractive addition to the overall design of the sign and/or building. Ornamental metal is recommended. Wooden supports are also appropriate if designed to complement the sign; however, undetailed, standard-size lumber should not be used.

(C) Relationship to Cornice or Roof Line. Projecting signs should not extend above the cornice line or into the roof area, unless they are an integral part of a completely new facade design or a faithful accent to existing architectural details or forms. Projection signs should not extend above the eave line of a sloped roof.

iii. Awning and Canopy Signs.

(A) Color. Combinations for awning or canopy signs should be simple. Lettering color and background color should contrast for legibility. Subtle bands of color are appropriate for awnings; more complex patterns or textures should generally not be used.

(B) Location of Message—Awnings. Lettering should not appear on the sloped or curved portion. Information may be located on the valance (the front vertical portion).

(C) Location of Message—Canopies. Signs on canopies should be in the form of letters or a signboard integrated with the canopy fascia, or freestanding letters mounted on top and extending above the fascia.

iv. Other Sign Types.

(A) Figurative signs shaped to reflect the silhouette of a particular object (for example, a key, a coffee cup, etc.) are encouraged. These may be wall-mounted or projecting, but should reflect guidelines for the specific type of sign as listed above.

v. Not Allowed.

(A) "Canned" signs are internally illuminated plastic panels within a sheet metal box enclosure. They should not be used. Inexpensive canned signs use a limited range of colors and lettering types, and tend to have no relationship to the architecture of the building.

(B) Illuminated vinyl awning signs are more appropriate for "commercial strip areas" and shall not be used.

g. Materials. Recommendations are:

i. Signboards of wood or metal, with painted or engraved letters, or mounted letters of wood or metal.

ii. Silhouette or Figurative Signs. Three-dimensional letters, symbols, and/or ornamental figures made of wood or metal.

iii. Custom Neon. Exterior-mounted on a signboard or metal support frame or enclosure, or interior-mounted behind clerestory or display windows.

iv. Fabric awnings such as canvas with painted or applied lettering; plastic or vinyl awnings should not be used.

h. Lighting. Recommendations are:

i. Backlit with lighting inside and behind projecting lettering.

ii. Top or bottom lit with single or multiple spotlights.

2. Mixed Use Corridor District. Each sign within the MCO zoning district shall comply with the following standards:

a. General Specifications and Requirements. Signs within the MCO zoning district shall comply with the general specifications and requirements identified in Development Code Section 17.34.060 (B)(1)(a).

b. Free-standing Signs. The design of the multi-tenant pylon signs, multi-tenant monument signs and center identification monument sign shall be commensurate with the architecture of the development.

i. Center Identification Sign. One center identification sign, no higher than eight feet, shall be permitted. The sign shall be a single-sided, identifying the entrance to the center. No tenant names shall be displayed on the identification sign.

ii. Monument Signs.

(A) One multi-tenant monument sign, no higher than twelve feet, shall be permitted. A shopping center of ten acres or more may have two monument signs. These signs may have two-sided panels to identify multiple tenants within the chopping center; and

(B) The monument signs shall have a maximum of eighty-four square feet of tenant identification and eight square foot of shopping center identity.

c. Tenant Signage. The sign program regulates the total allowed signage each tenant may have, based upon the frontages of each store. Tenant signage shall not exceed the total allowed maximum signage per tenant.

i. Tenants shall be allowed two square feet of signage per lineal foot of frontage for the front elevation and two square feet of signage multiplied by seventy-five percent per lineal foot of frontage for side (end caps) and rear elevations.

ii. The signs may either be internally illuminated plex-faced channel letters or halo illuminated fabricated aluminum reverse pan channel letters.

iii. Single pad tenants shall be allowed one wall sign per each business frontage facing a street, pedestrian plaza and/or parking lot. The total allowed sign area shall be two square feet of signage per lineal foot of frontage for the front elevation and two square feet of signage multiplied by seventy-five percent per lineal foot of frontage for side and rear elevations.

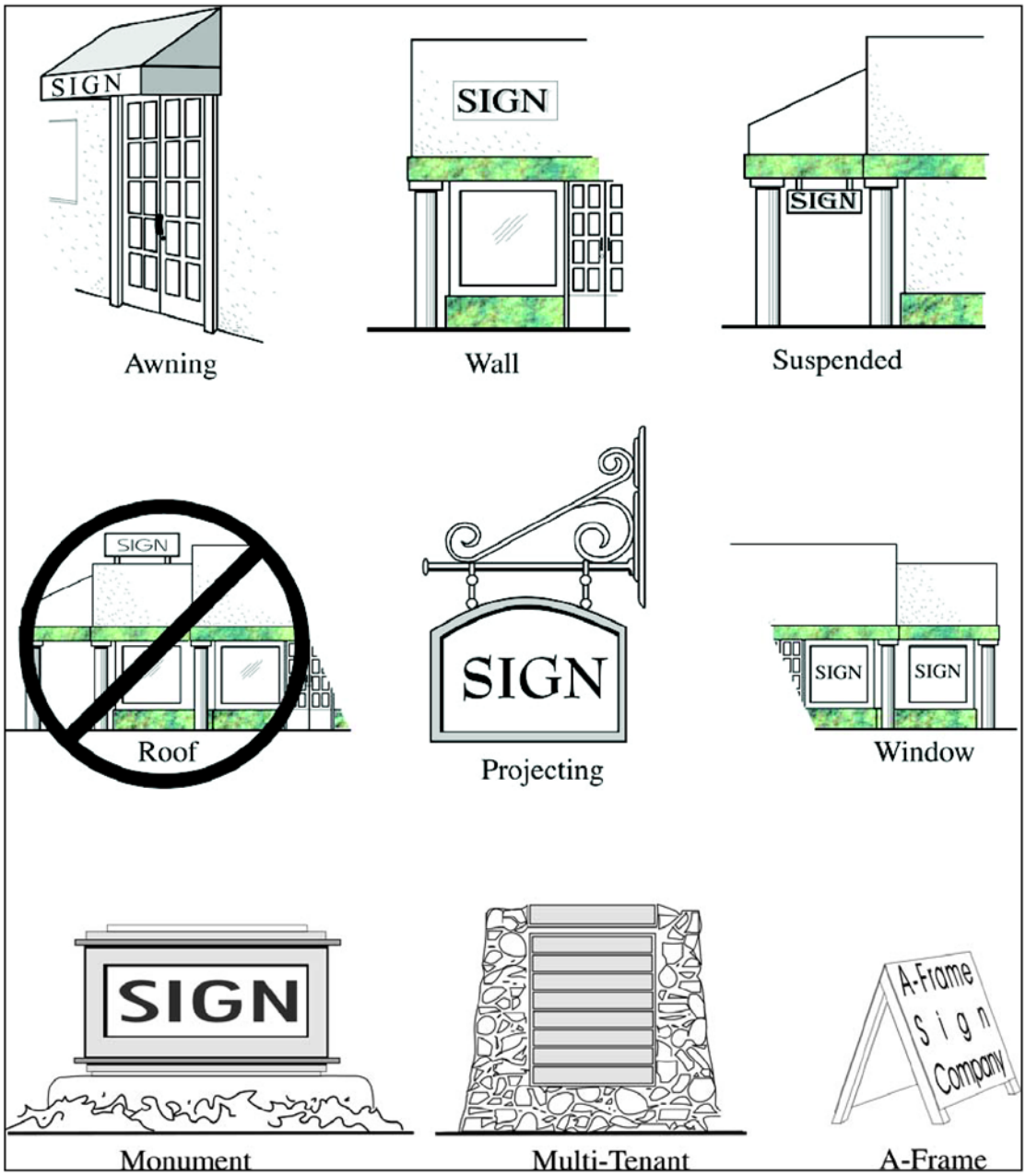

Figure 3-12 - Examples of Sign Types

17.34.070 - Standards for specific types of signs.

Proposed signs shall comply with the following standards where applicable, in addition to the sign area and height limitations, and other requirements of Section 17.34.060 (Zoning District Sign Standards), and all other applicable provisions of this chapter.

A. Awning Signs. The following standards apply to awning signs in all zoning districts where allowed by Section 17.34.060 (Zoning District Sign Standards).

1. Signs on awnings are limited to ground level and second story occupancies only.

2. Awnings shall not be internally illuminated. Indirect lighting may be allowed. Translucent awning materials are prohibited.

3. Awnings are primarily for shade and secondarily a sign location. Letters and graphics shall be limited to vertical surfaces and shall not exceed fifty percent of the surface area. Internally illuminated vinyl awnings are not permitted.

B. Freeway-adjacent Outdoor Advertising Signs.

1. Definitions. For the purposes of this subsection, the terms "advertising structure," "advertising display," "freeway," "highway," "landscaped freeway," "person," "sign," and "to place" shall be defined in compliance with Business and Professions Code Section 5200 et seq. (the California Outdoor Advertising Act).

2. Prohibited for Freeway Viewing. No advertising display shall be placed or maintained on property adjacent to a freeway regardless of the applicable zoning district if the advertising display is designed to be viewed primarily by persons traveling on the freeway.

3. Exemptions. The prohibition in subsection (C)(2) of this section shall not apply to advertising displays or structures placed upon property for the purpose of advertising the sale or lease of the property upon which the sign is placed.

4. Size. The advertising display or structure shall not exceed four hundred eighty square feet.

C. Projecting Signs. Projecting signs shall comply with the following standards:

1. Proportion. Projecting signs with vertically-oriented messages should be slender in appearance, with a proportion of at least 2:1, height to width. Projecting signs with horizontally-oriented messages may be rectangular or square; if located below an awning or canopy as a hanging "blade" sign, they should also be slender, proportioned 2:1 width to height.

2. Structural support should be an attractive addition to the overall design of the sign and/or building. Ornamental metal is recommended. Wooden supports are also appropriate if designed to complement the sign; however, undetailed, standard-size lumber should not be used.

3. Relationship to Cornice or Roof Line. Projecting signs should not extend above the cornice line or into the roof area, unless they are an integral part of a completely new facade design or a faithful accent to existing architectural details or forms. Projection signs should not extend above the eave line of a sloped roof.

D. Temporary Signs. Temporary signs are allowed in all zoning districts subject to the following requirements. Temporary signs include banner signs, paintings, markings and writings.

1. Residential Zoning District On-site Signs.

a. Maximum Area. Sign area shall not exceed six square feet.

b. Number. No more than four temporary on-site signs shall be placed on any parcel.

c. Duration. Temporary signs shall be removed within ten days of the termination of the event with which they are associated. Any sign which has been in place longer than a period of six months shall be subject to the applicable standards regulating permanent signage.

d. Placement. Temporary signs shall not present a physical danger to persons or property. No temporary sign shall be placed, affixed, painted, marked, or written in a manner that obstructs either vehicular traffic (either by physical obstruction or obstruction of sight lines) or pedestrian traffic. No temporary sign shall be placed, affixed, painted, marked, or written upon any public property or public right-of-way including but not limited to any public building, sidewalk, crosswalk, curb, fence, wall, public playground equipment, and/or facilities, street lamp post, utility pole, hydrant,

tree, street or traffic signs, parkways (e.g. the area between curb and sidewalk) or medians.

2. Commercial and Industrial Zoning District On-site Signs.

   a. Maximum Area. Sign area shall not exceed thirty-two square feet per sign face.

   b. Number. Each parcel shall be allowed a minimum of four temporary on-site signs, plus one additional temporary on-site sign for each 200 feet of lineal street frontage per parcel. Properties with multiple tenants or businesses shall be allowed no more than four additional temporary on-site signs per tenant or business.

   c. Duration. Temporary signs shall be removed within ten days of the termination of the event with which they are associated. Any sign which has been in place longer than a period of six months shall be subject to the applicable standards regulating permanent signage.

   d. Placement. Temporary signs shall not present a physical danger to persons or property. No temporary sign shall be placed, affixed, painted, marked, or written in a manner that obstructs either vehicular traffic (either by physical obstruction or obstruction of sight lines) or pedestrian traffic. No temporary sign shall be placed, affixed, painted, marked, or written upon any public property or right-of-way including but not limited to any public building, sidewalk, crosswalk, curb, fence, wall, public playground equipment, and/or facilities, street lamp post, utility pole, hydrant, tree, street or traffic signs, parkways (e.g. the area between curb and sidewalk) or medians.

E. Window Signs. The following standards apply to window signs in all zoning districts where allowed:

   1. Window signs shall be allowed only on windows located on the ground level and second story of a building frontage.

   2. Permanent and temporary signs shall not occupy more than twenty percent of the total window area.

   3. Signage shall consist of individual letters, logos, or symbols applied to the glass surface; however, neon signs with transparent backgrounds may be hung inside the window glass line.

F. Programmable Electronic Signs. The following standards apply to programmable electronic signs:

   1. Programmable electronic signs are only permitted upon the issuance of a use permit by the planning commission. As part of the use permit review, the planning commission shall consider the following:

      a. Area of programmable electronic signage;

      b. Location of programmable electronic signage;

      c. Height of programmable electronic signage;

      d. Intensity of light due to programmable electronic signage; and

      e. Frequency of message change on the programmable electronic sign.

   2. Programmable electronic signs shall comply with the size, location, and height requirements of the underlying zoning district.

   3. Programmable electronic signs shall be limited to one-third the area of the sign to which it is permitted to be attached.

4. The content of programmable electronic signs shall be limited to non-commercial or on-site commercial messages, in any combination, but may not be used for off-site commercial messages.

17.34.080 - Exceptions to sign area standards.

The director or other applicable review authority may grant an administrative deviation to the allowed area of a sign in compliance with Section 17.40.050 (Variations and Administrative Deviations) if it is first determined that:

A. The position or setback of the building on the site requires additional area for effective signing. The exception may increase the allowed sign area by up to twenty-five percent; or

B. The exceptional size of the structures, uses, or site requires additional sign area for effective identification from major approaches to the site. The exception may increase the allowed sign area by up to twenty-five percent; or

C. The name of the business or use to be identified is exceptionally long, so that sign readability would be impaired by crowding words into the allowable sign area. The exception may increase the allowed sign area by up to twenty-five percent; or

D. Signing proposed is indistinguishable from the architecture itself (supergraphic design) or achieves the level of sculptural art.

17.34.090 - Sign maintenance.

All signs within the city shall be maintained in good condition and repair, as follows:

A. Awnings. Awnings that are damaged and/or faded shall be promptly repaired or replaced.

B. Illumination. Bulbs and fixtures shall be promptly replaced if they burn out or are broken.

C. Paint. The paint on each sign shall be maintained in good condition, with touch-up or repainting as needed. Peeling paint should be promptly replaced.

D. Repair. A damaged sign and/or pole shall be promptly repaired, or removed from the site.

17.34.100 - Nonconforming signs.

A nonconforming sign is any permanent or temporary sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that does not now comply with the provisions of this development code.

A. General Requirements. A nonconforming sign may not be:

1. Changed to another nonconforming sign;
2. Structurally altered to extend its useful life;
3. Expanded;
4. Re-established after a business is discontinued for sixty days; or
5. Re-established after damage or destruction to fifty percent or more of the value of the sign, or its components, as determined by the building official.

B. Abatement. Signs not conforming to the provisions of this chapter shall be brought into compliance or removed upon the following circumstances:

1. Abandonment. Any discontinuance or abandonment of a nonconforming sign shall result in a loss of legal nonconforming status of the sign.
2. Modification. Any proposed modification to the non-conforming sign structure or copy shall result in a loss of legal nonconforming status of the sign.

17.34.110 - Violations and abatement.

A. Public Nuisance Declared by Director. Any sign erected or maintained contrary to the provisions of this chapter may be declared to be a public nuisance by the director and proceedings for its removal may take place in compliance with Chapter 17.76 (Enforcement).

B. Removal of Abandoned Sign, Sign Shell, and Support Structures. A sign, sign shell, and support structures shall be removed by the owner or lessee of the premises upon which the sign is located when the business that it advertises is no longer conducted on the premises. If the owner or lessee fails to remove the sign and sign shell, the director shall give the owner thirty days written notice to remove it. Upon failure to comply with the notice, the director may have the sign removed at the owner's expense. Proceedings for the removal of signs and/or support structures shall comply with Chapter 17.76 (Enforcement).

17.34.120 - Judicial review.

Any permit issued or denied in compliance with this chapter shall be subject to expedited judicial review in accordance with the time limits set forth in Code of Civil Procedure Section 1094.8 et seq.

17.34.130 - Sign design guidelines.

The following guidelines should be considered in the design of all signs within Lodi. These guidelines are intended to complement other requirements in the previous sections of this chapter:

A. Design Compatibility.

1. Creative Design Encouraged. Signs should make a positive contribution to the general appearance of the street and commercial area in which they are located. A well-designed sign can be a major asset to a building.

2. Proportionate Size and Scale. The scale of signs should be appropriate for the building on which they are placed and the area in which they are located. The size and shape of a sign should be in proportion with the scale of the structure.

3. Integrate Signs with the Building. Signs should not obscure architectural features. Their design should be integrated with the design of the building. A well-designed building facade or storefront is created by the careful coordination of sign and architectural design and over-all color scheme. Signs in multiple tenant buildings should be designed to complement or enhance the other signs in the building.

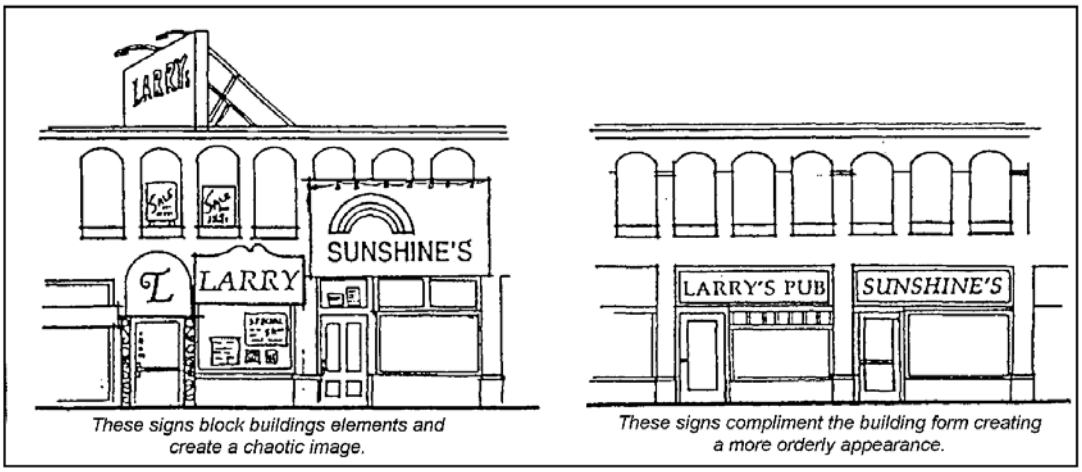

Figure 3-13 - Design Compatibility

4. Reduce Sign Impact. Because residential and commercial uses generally exist in close proximity, signs should be designed and located so that they have little or no impact on adjacent residential neighborhoods.

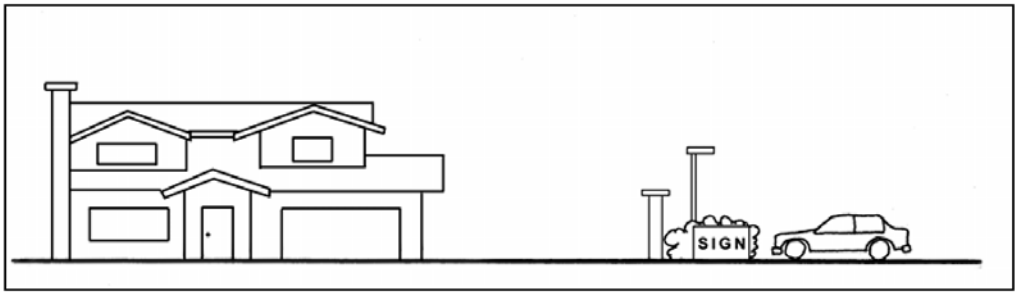

Figure 3-14 - Reduce Sign Impact

5. Sign Placement. Place wall signs to establish facade rhythm, scale and proportion where facade rhythm does not otherwise exist. On buildings that have a monolithic or plain facade, signs can establish or continue appropriate design rhythm, scale, and proportion.

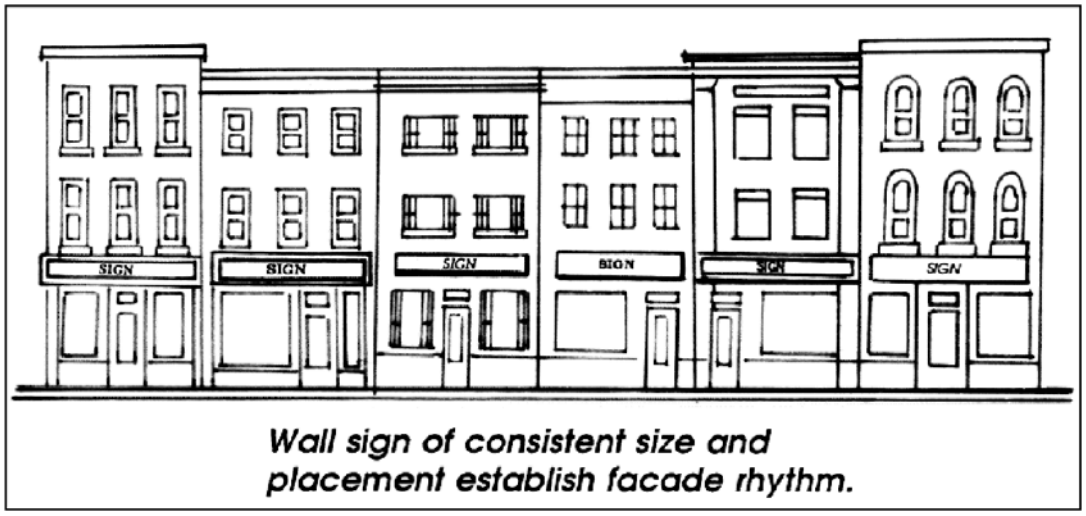

Figure 3-15 - Sign Placement

6. Pedestrian-oriented Signs are Encouraged. It is desirable and encouraged to include a pedestrian-oriented sign as one of the permitted signs for a business. Pedestrian-oriented signs are signs that are designed for and directed toward pedestrians so that they can easily and comfortably read the sign as they stand adjacent to the business.

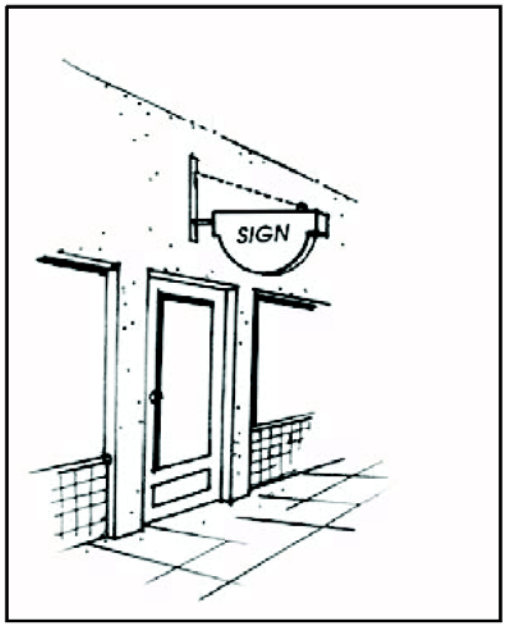

Figure 3-16 - Pedestrian-Oriented Sign

7. Use Individual Letters. As an alternative to an attached sign, lettering may be painted directly on the building facade. However, signs should not be painted directly over ornamental and architectural features or over brick and stone surfaces of buildings.

B. Color.

1. Select Colors Carefully. Color is one of the most important aspects of visual communication. It can be used to catch the eye or to communicate ideas or feelings. Colors should be selected to contribute to legibility and design integrity. Even the most carefully thought out sign may be unattractive and a poor communicator because of poor color selection. Too many colors used thoughtlessly can confuse and negate the message of a sign.

2. Use Contrasting Colors. Contrast is an important influence on the legibility of signs. A substantial contrast should be provided between the color and material of the background and the letters or symbols to make the sign easier to read in both day and night. Light letters on a dark background or dark letters on a light background are most legible.

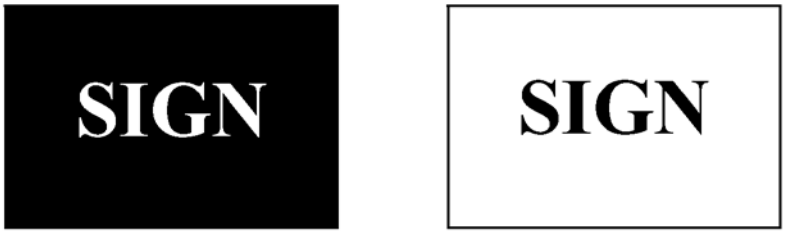

Figure 3-17 - Contrasting Letters and Background

3. Avoid Using too Many Colors. Colors or color combinations that interfere with legibility of the sign copy or that interfere with viewer identification of other signs should be avoided. Small accents of several colors may make a sign unique and attractive, but the competition of large areas of many different colors often decreases readability.

4. Use Complementary Colors. Sign colors should complement the colors used on the structures and the project as a whole.

C. Materials.

1. Sign Materials. The following sign materials are recommended:

   a. Wood (carved, sandblasted, etched, and properly sealed, primed and painted, or stained).

   b. Metal (formed, etched, cast, engraved, and properly primed and painted or factory-coated to protect against corrosion).

   c. High density pre-formed foam or similar material. New materials may be very appropriate if properly designed in a manner consistent with these guidelines, and painted or otherwise finished to compliment the architecture.

   d. Custom neon tubing, in the form of graphics or lettering, may be incorporated into several allowed sign types.

2. Compatibility of Materials. Sign materials should be compatible with the design of the face of the facade where they are placed. The selected materials should contribute to the legibility of the sign. For example, glossy finishes are often difficult to read because of glare and reflections.

3. Appropriate Materials. Paper and cloth signs are not suitable for exterior use (except on awnings) because they deteriorate quickly. Paper and cloth signs are appropriate for interior temporary use only. The use of interior signs on paper or cloth should be the result of careful thinking about readability and the image of the business.

D. Sign Legibility. An effective sign should do more than attract attention, it should communicate a message. Usually, this is a question of the readability of words and phrases. The most significant influence on legibility is lettering.

1. Pedestrian-oriented Signs. Make signs smaller if they are oriented to pedestrians. The pedestrian-oriented sign is usually read from a distance of fifteen to twenty feet; the vehicle-oriented sign is viewed from a much greater distance. The closer a sign's viewing distance, the smaller that sign need be. See Table 3-3.

TABLE 3-3
Lettering Size for Pedestrian-oriented Signs

Minimum Character Size (inches)	Intended Reading Distance (feet)
3.5	60
4.0	70
4.5	80
5.0	90
5.5 to 6.0	100

2. Use a Brief Message. A brief message should be used whenever possible. The fewer the words, the more effective the sign. A sign with a brief, succinct message is easier to read and looks more attractive. Evaluate each word. If the word does not contribute directly to the basic message of the sign, it detracts from it and probably should be deleted.

3. Space Letters and Words Carefully. Letters and words should not be spaced too closely. Crowding of letters, words or lines will make any sign more difficult to read. Conversely, over-spacing these elements causes the viewer to read each item individually, again obscuring the message. As a general rule, letters should not occupy more than seventy-five percent of sign panel area.

4. Use Symbols and Logos. Symbols and logos can be used in place of words wherever appropriate. Pictographic images will usually register more quickly in the viewer's mind than a written message.

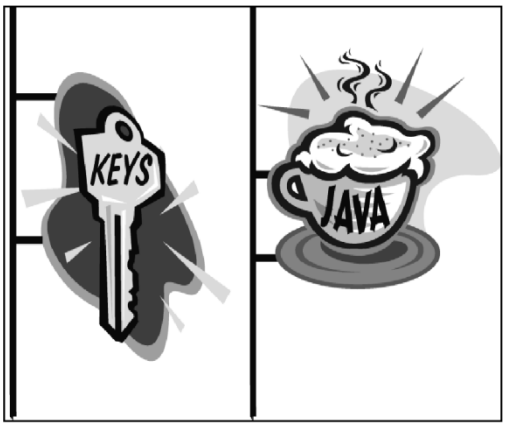

Figure 3-18 - Use of Symbols/Logos

Figure 3-19 - Letter Spacing

5. Limit the Number of Letter Styles. The number of lettering styles should be limited in order to increase legibility. A general rule to follow is to limit the number of different letter types to no more than two for small signs and three for larger signs. Intricate typefaces and symbols that are difficult to read reduce the sign's ability to communicate.

E. Sign Illumination. The possible illumination of a sign should be carefully considered. Like color, illumination can provide more effective visual communication, or can confuse the message. Imaginative and innovative lighting techniques for signs are encouraged.

1. Use Illumination Only if Necessary. Consider if the sign needs to be lighted at all. Lights in the window display may be sufficient to identify the business. This is particularly true if good window graphics are used. Often, nearby street lights provide ample illumination of a sign after dark.

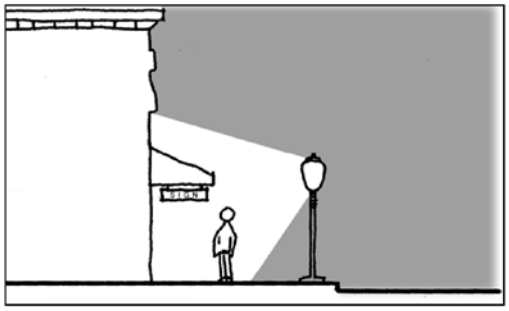

Figure 3-20 - Use of Existing Illumination

2. Use a Direct Light Source. If the sign can be illuminated by a direct source of light (e.g., spotlight), this is usually the best arrangement because the sign will appear to be better integrated with the building's architecture. Light fixtures supported in front of the structure cast light on the sign and generally a portion of the face of the structure as well. Direct lighting emphasizes the continuity of the structure's surface, and signs become an integral part of the facade. Direct lighting is also appropriate because it produces a more intimate ambiance on the street. The lighting of signs should be considered as an element in a building's overall lighting design.

3. Shield the Light Source. Whenever direct lighting fixtures are used (fluorescent or incandescent), care should be taken to properly shield the light source to prevent glare from spilling over into residential areas and any public right-of-way. Signs should be lighted only to the minimum level required for nighttime readability.

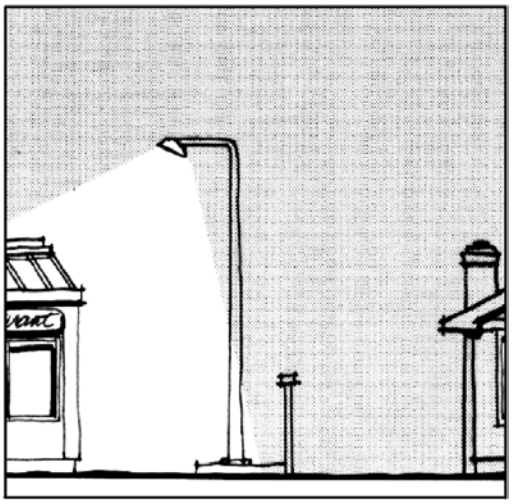

Figure 3-21 - Shielded Light Source

4. Back-lighted Signs. Back-lighted, solid letters are encouraged. Signs consisting of opaque individually cut letters mounted directly on a structure (push-through letters) can often use a distinctive element of the structure's facade as a backdrop, thereby providing a better integration of the sign with the structure.

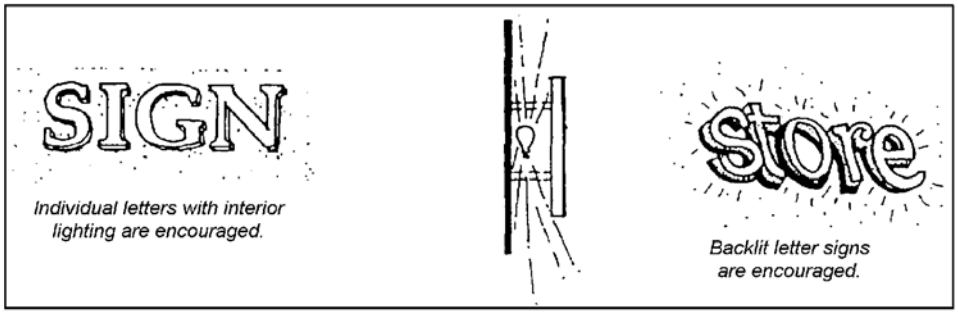

Figure 3-22 - Back-Lighted Signs

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. Effective Date and PublicationThis Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this___day of_____, 2016

_____
MARK CHANDLER
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. 1922 was introduced at a regular meeting of the City Council of the City of Lodi held June 15, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1922 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 as to Form:

JANICE D. MAGDICH
City Attorney

AGENDA ITEM J-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1923 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – By Repealing Chapter 9.19, 'Political Sign Regulations,' in Its Entirety"

MEETING DATE: July 6, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1923.

BACKGROUND INFORMATION: Ordinance No. 1923 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – By Repealing Chapter 9.19, 'Political Sign Regulations,' in Its Entirety," was introduced at the regular City Council meeting of June 15, 2016.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

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ORDINANCE NO. 1923

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE TITLE 9 – PUBLIC
PEACE, MORALS AND WELFARE – BY REPEALING
CHAPTER 9.19, "POLITICAL SIGN REGULATIONS" IN
ITS ENTIRETY

==========

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 9.19, "Political Sign Regulations," is hereby repealed in its entirety.

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. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this___day of_____, 2016

_____
MARK CHANDLER
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 uncodified Ordinance No. 1923 was introduced at a regular meeting of the City Council of the City of Lodi held June 15, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that uncodified Ordinance No. 1923 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 as to Form:

JANICE D. MAGDICH
City Attorney

AGENDA ITEM J-03

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1924 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 10.44 – Stopping, Standing, and Parking – By Repealing and Re-Enacting Section 10.44.040, 'Parking for Certain Purposes Prohibited – Display of 'For Sale' Signs on Vehicles, Vessels, or Trailers – Restrictions,' in Its Entirety"

MEETING DATE: July 6, 2016

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1924.

BACKGROUND INFORMATION: Ordinance No. 1924 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 10.44 – Stopping, Standing, and Parking – By Repealing and Re-Enacting Section 10.44.040, 'Parking for Certain Purposes Prohibited – Display of 'For Sale' Signs on Vehicles, Vessels, or Trailers - Restrictions,' in Its Entirety" was introduced at the regular City Council meeting of June 15, 2016.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_____
Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

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ORDINANCE NO. 1924

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE
CHAPTER 10.44 – STOPPING, STANDING AND
PARKING – BY REPEALING AND RE-ENACTING
SECTION 10.44.040, "PARKING FOR CERTAIN
PURPOSES PROHIBITED—DISPLAY OF 'FOR
SALE' SIGNS ON VEHICLES, VESSELS, OR
TRAILERS—RESTRICTIONS" IN ITS ENTIRETY

==========

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 10.44 – Stopping, Standing and Parking – is hereby amended by repealing and reenacting Section 10.44.040, "Parking for Certain Purposes Prohibited—Display of 'For Sale' Signs on Vehicles, Vessels or Trailers—Restrictions," in its entirety, and shall read as follows:

10.44.040 Parking any Vehicle, Vessel, or Trailer for Purpose of Sale Prohibited—Restrictions.

The city council finds and declares that the display of vehicles, vessels, or trailers for sale on public streets, right-of-ways, and public property causes a hazardous distraction for drivers and pedestrians and is therefore a nuisance.

A. It is unlawful to park upon any public street, right-of-way or public property any vehicle, vessel, or trailer for the principal purpose of displaying such vehicle, vessel, or trailer for sale.

The provisions of this subsection shall not apply to vehicles parked for sale at the residence of the owner of said vehicle and the public streets immediately adjacent thereto.

B. It is unlawful for any person or firm to have parked contemporaneously on the public streets or rights-of-way anywhere within the city, three or more vehicles, vessels, or trailers for the principal purpose of displaying such vehicles, vessels, or trailers for sale.

C. Notwithstanding subsection A of this section, it is unlawful to park upon any public street, right-of-way or public place within two hundred feet of any signalized intersection or all-way stop controlled intersection or within seventy-five feet of any other intersection, any vehicle, vessel or trailer for sale. The city council finds and declares that vehicles, vessels or trailers parked within the stated distances of an intersection constitute a traffic hazard by distracting the attention of passing motorists and pedestrians away from other traffic moving through and about such intersections.

D. It is unlawful for any person or firm, upon property belonging to another, to park or display within thirty feet of the adjacent public street or right-of-way, as measured from the rear edge of the curb, gutter or sidewalk, or from the edge of the pavement if no curb, gutter or sidewalk exists, any vehicle, vessel, or trailer for sale, without first obtaining the express consent of the owner or person having control of such property. This section shall not apply to

any private property appropriately zoned and licensed for the sale, repair, or storage of such vehicles, vessels, or trailers.

E. It is unlawful upon any public street, right-of-way or public property to park any vehicle, vessel, or trailer for the purpose of painting, greasing, or repairing such vehicle, vessel or trailer except for emergency repairs.

F. It is unlawful to park any vehicle, vessel, or trailer upon any public street or right-of-way for the purpose of washing or polishing such vehicle, vessel, or trailer or any part thereof when a charge is made for such service.

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. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this___day of_____, 2016

_____
MARK CHANDLER
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. 1924 was introduced at a regular meeting of the City Council of the City of Lodi held June 15, 2016, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2016, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1924 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 as to Form:

JANICE D. MAGDICH
City Attorney