



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: August 21, 2013

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

For information regarding this Agenda please contact:

Randi Johl-Olson, 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.

***NOTE:** 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 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Fire Mid-Managers, and Lodi Professional Firefighters; Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Presentation of Certificates of Appreciation to Parks, Recreation, and Cultural Services Department Fundraisers (PRCS)

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

- C-1 Receive Register of Claims in the Amount of \$6,556,715.29 (FIN)
- C-2 Approve Minutes (CLK)
 - a) August 6 and 13, 2013 (Shirtsleeve Sessions)
 - b) August 7, 2013 (Regular Meeting)
 - c) August 13, 2013 (Special Meeting)
- C-3 Approve Specifications and Authorize Advertisement for Bids to Procure Wood Poles (EUD)
- C-4 Approve Specifications and Authorize Advertisement for Bids to Procure 15kV Insulated Underground Cable (EUD)
- C-5 Approve Specifications and Authorize Advertisement for Bids to Procure a Fiber Optic Trailer (EUD)

- C-6 Approve Specifications and Authorize Advertisement for Bids for Replacement of Raywood Ash Trees, Phase II Project (PW)
- C-7 Approve Plans and Specifications and Authorize Advertisement for Bids for the Hutchins Street Square Pool Filtration System Upgrade Project (PW)
- Res. C-8 Adopt Resolution Authorizing Purchase of Fuel Master Plus Fuel Management System from PME Equipment Sales, of West Sacramento (\$25,993.56) (PW)
- Res. C-9 Adopt Resolution Authorizing Purchase of Three Traffic Signal Controllers/Cabinets from Econolite Group, Inc., of San Leandro (\$40,091.76) (PW)
- Res. C-10 Adopt Resolution Authorizing Purchase of Upgraded Email Server Hardware and Software from Dell and CDWG and Appropriating Funds (\$23,561.43) (CM)
- Res. C-11 Adopt Resolution Approving the Purchase of Underground Cable to Prysmian Cables and Systems USA, LLC, of Lexington, South Carolina (\$154,990.03) (EUD)
- C-12 Accept Improvements Under Contract for Fire Station No. 2 Site Improvement Project (PW)
- C-13 Accept Improvements Under Contract for City Hall Annex Phase 1 Demolition and Abatement Project (PW)
- Res. C-14 Adopt Resolution Authorizing the City Manager to Execute Change Orders No. 2 Through 7 to Contract with Knife River Construction, of Stockton, for Water Meter Program Phase 3 (\$771,215) and Appropriating Funds (\$764,811) (PW)
- Res. C-15 Adopt Resolution Authorizing the City Manager to Execute Extension of Agreement with Cintas, of Stockton, for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees (\$78,000) (PW)
- Res. C-16 Adopt Resolution Authorizing the City Manager to Execute Amendment to Lease Agreement with T-Mobile West, LLC, for Ground Space Lease at 1331 South Ham Lane (PW)
- Res. C-17 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Baumbach & Piazza, Inc, of Lodi, for Topographic Survey Work for Harney Lane Grade Separation Project and Appropriating Funds (\$24,000) (PW)
- Res. C-18 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with American Insulation to Administer the Lodi Low-Income Residential Weatherization Pilot Program (\$200,000) (EUD)
- Res. C-19 Adopt Resolution Repealing and Reenacting Resolution No. 2012-136 Establishing Fees and Fine for Police, Fire, and Parks, Recreation, and Cultural Services Departments in Its Entirety (CA)
- C-20 Set Public Hearing for September 4, 2013, to Consider and Approve the 2012/13 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report and an Amendment of the 2013/14 Action Plan to Accommodate the Allocation of Previously Unallocated Funds Received in 2013/14 and the Reallocation of Unused CDBG Funds from Previous Years (CD)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings – None

H. Communications

H-1 Appointments to the Greater Lodi Area Youth Commission ~ Student Appointees (CLK)

H-2 Monthly Protocol Account Report (CLK)

I. Regular Calendar

Res. I-1 Select Operating Model for Financial Systems and Adopt Resolution Authorizing the City Manager to Execute Agreement with Tyler Technologies, Inc. for Replacement Financial Systems (CM)

Ord. I-2 Introduce an Uncodified Ordinance Amending Lodi Municipal Code Chapter 16.24 –
(Introduce) Improvements – by Repealing Section 16.24.040, “Streets,” in Its Entirety; and Further Amending Chapter 16.40 – Reimbursements for Construction – by Repealing Sections 16.40.010, “Findings and Purpose,” and 16.40.020, “Improvements to Be Reimbursed,” in Their Entirety (CA)

Ord. I-3 Introduce Ordinance Amending Lodi Municipal Code Title 17 – Zoning – by Repealing and
(Introduce) Reenacting Section 17.50.030 E-3, “Reimbursement for Excess Street Width,” in Its Entirety; and Further Repealing and Reenacting Sections 17.62.010, “Findings and Purpose,” and 17.62.020, “Improvements to be Reimbursed,” in Their Entirety (CA)

J. Ordinances – None

K. Adjournment

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

Randi Johl-Olson
City Clerk



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Issue Certificates of Appreciation to Parks, Recreation and Cultural Services Department Fund-raisers

MEETING DATE: August 21, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Issue Certificates of Appreciation to Parks, Recreation and Cultural Services Department Fund-raisers.

BACKGROUND INFORMATION: The hard work and generosity of the Lodi community has allowed the Parks, Recreation and Cultural Services Department to provide new, improved and repaired amenities in parks and various facilities, as well as offer additional services to residents.

In the past year, a handful of organizations and individuals have delivered projects and funds worth approximately \$317,000. These efforts deserve public recognition for their impact not only on the Parks, Recreation and Cultural Services Department's budget, but for improving the quality of life for the community's residents. We in the Department are truly humbled by their dedication and generosity.

Today's certificates go to:

- Mark Armstrong, for spearheading a fund-raising effort that generated more than \$25,000 to replace the outfield fence at Zupo Field.
- The Boosters of Boys and Girls Sports, who provided labor for demolition of the Zupo Field fence, installed new concrete dugouts at the Blakely Park west diamond, renovated bullpens at Salas Park, and is outfitting the Grape Bowl concession stand with approximately \$30,000 worth of equipment.
- Bridgetowne Homeowners Association, which donated \$5,000 toward repairing the burned restroom at Katzakian Park.
- Jack Fiori, who has headed the Save the Grape Bowl campaign, which recently provided a check to the City for \$176,500 to help pay for recently completed renovations.
- The Hutchins Street Square Foundation, which contributed \$53,726 in repairs, improvements and program sponsorships, including \$42,432.61 for a new theater speaker system.
- The Lodi Arts Foundation, which provides scholarships for low-income residents to take arts classes through Hutchins Street Square, sponsored events and assisted with other expenses for a net benefit of \$15,984 in FY 2012/13.
- Pauline Meyer, who along with others has raised more than \$15,000 to offset repair costs at the Hutchins Street Square Pool by way of spaghetti dinners, Applebee's breakfasts and continues her fund-raising efforts.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: While this recognition does not have a fiscal impact, the efforts of these seven groups and individuals have had a financial impact of approximately \$320,000 on the Parks, Recreation and Cultural Services Department.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Parks, Recreation and Cultural Services Director



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Register of Claims through August 1, 2013 in the Total Amount of \$6,556,715.29.

MEETING DATE: August 21, 2013

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$6,556,715.29.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$6,556,715.29 through 08/01/13. Also attached is Payroll in the amount of \$1,312,665.04.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

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Date - 08/07/13

As of Thursday	Fund	Name	Amount
08/01/13	00100	General Fund	1,157,682.31
	00120	Vehicle Replacement Fund	549.88
	00160	Electric Utility Fund	3,784,341.88
	00161	Utility Outlay Reserve Fund	90,162.60
	00164	Public Benefits Fund	67,835.77
	00166	Solar Surcharge Fund	6,743.44
	00170	Waste Water Utility Fund	163,366.12
	00171	Waste Wtr Util-Capital Outlay	255.76
	00180	Water Utility Fund	38,502.67
	00181	Water Utility-Capital Outlay	72,779.69
	00210	Library Fund	11,444.10
	00239	CalGRIP	1,920.00
	00260	Internal Service/Equip Maint	31,362.41
	00270	Employee Benefits	456,523.10
	00300	General Liabilities	11,265.91
	00310	Worker's Comp Insurance	50,651.87
	00321	Gas Tax-2105,2106,2107	28,928.58
	00322	Gas Tax -2103	4,818.00
	00325	Measure K Funds	1,194.17
	00329	TDA - Streets	859.80
	00331	Federal - Streets	57,610.59
	00332	IMF(Regional) Streets	9,469.35
	00340	Comm Dev Special Rev Fund	4,446.42
	00347	Parks, Rec & Cultural Services	43,640.23
	00459	H U D	143,420.25
	00502	L&L Dist Z1-Almond Estates	352.80
	00503	L&L Dist Z2-Century Meadows I	309.49
	00505	L&L Dist Z4-Almond North	67.14
	00506	L&L Dist Z5-Legacy I,II,Kirst	506.79
	00507	L&L Dist Z6-The Villas	437.48
	00509	L&L Dist Z8-Vintage Oaks	201.42
	00515	L&L Dist Z13	30.97
	00517	L&L Dist Z15-Guild Ave Indust.	29.90
	00550	SJC Facilities Fees-Future Dev	
	01211	Capital Outlay/General Fund	112,384.68
	01212	Parks & Rec Capital	109,188.54
	01250	Dial-a-Ride/Transportation	12,792.30
	01251	Transit Capital	20,814.33
	01410	Expendable Trust	36,090.04
Sum			6,532,980.78
	00184	Water PCE-TCE-Settlements	362.00
	00185	PCE/TCE Rate Abatement Fund	3,808.80
	00190	Central Plume	16,599.31
	00192	Busy Bee Plume	2,964.40
Sum			23,734.51
Total Sum			6,556,715.29

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	07/21/13	00100	General Fund	729,233.61
		00160	Electric Utility Fund	131,202.48
		00161	Utility Outlay Reserve Fund	10,249.93
		00170	Waste Water Utility Fund	117,443.67
		00180	Water Utility Fund	13,465.14
		00210	Library Fund	29,887.66
		00235	LPD-Public Safety Prog AB 1913	1,154.00
		00239	CalGRIP	994.06
		00260	Internal Service/Equip Maint	15,898.81
		00321	Gas Tax-2105,2106,2107	30,592.46
		00340	Comm Dev Special Rev Fund	23,736.78
		00347	Parks, Rec & Cultural Services	111,745.67
		01250	Dial-a-Ride/Transportation	7,541.88
Pay Period Total:				
			Sum	1,223,146.15
Retiree	08/31/13	00100	General Fund	89,518.89
Pay Period Total:				
			Sum	89,518.89



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) August 6, 2013 (Shirtsleeve Session)
b) August 7, 2013 (Regular Meeting)
c) August 13, 2013 (Shirtsleeve Session)
d) August 13, 2013 (Special Meeting)

MEETING DATE: August 21, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) August 6, 2013 (Shirtsleeve Session)
b) August 7, 2013 (Regular Meeting)
c) August 13, 2013 (Shirtsleeve Session)
d) August 13, 2013 (Special Meeting)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl-Olson
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 6, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 6, 2013, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: Council Member Mounce

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl-Olson

B. Topic(s)

B-1 Receive Update on Lodi's Business Development Efforts (CM)

Customer Services and Programs Manager Rob Lechner provided a PowerPoint presentation regarding the Lodi business development update. Specific topics of discussion included the history and philosophy of Lodi's business development, strategies and keys to achieving success, wins to date, and what is on the horizon.

In response to Council Member Hansen, Mr. Lechner stated business expansions are tracked by the City and Enterprise Zones are tracked through the County with certain data provided to the City.

In response to Council Member Hansen, City Manager Bartlam stated business attraction in the City is divided into the retail sector and industrial sector. Mr. Bartlam stated the City has generally been behind in the retail sector but recently saw increases through Reynolds Ranch and the addition of Costco and Home Depot. Mr. Bartlam stated communication remains open with developers in town who utilize brokers for specific business attraction.

In response to Council Member Hansen, Mr. Lechner stated staff is promoting inventory sites throughout the City in addition to the Reynolds Ranch and Super Wal-Mart sites.

In response to Council Member Johnson, Mr. Bartlam stated businesses recently chose to locate to Lodi over Stockton due to their own business needs. He stated staff could look into a more narrowed focus into attracting a specific type of business in the City.

In response to Council Member Hansen, Mr. Lechner stated staff is reviewing options to attract car dealerships into town again in light of the improved economy.

In response to Council Member Johnson, Mr. Lechner stated business complaints are forwarded to the relevant department for handling and he spends a minimum amount of time on direct follow-up other than to receive the initial complaint and verify that the concern was addressed.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated the Carrows site continues to be a challenge because the current owners are not bringing in new tenants and are not selling the property although there has been some interest in the site.

Council Member Hansen requested that a copy of the key account survey be provided to Council.

In response to Council Member Johnson, Mr. Lechner stated Phase II of the survey can include specific questions as to what industry should be attracted to the City and what businesses they would like to see in the City in the future.

In response to Mayor Pro Tempore Katzakian, Mr. Lechner stated the City has 30 key accounts, which are identified through utility consumption and employee numbers.

In response to Council Member Johnson, Mr. Lechner stated the split of his time between Economic Development and Electric Utility is approximately 70-30 although there is significant overlap. In further response, Mr. Lechner stated staff is working on ancillary needs for wineries that are expanding in the area including Constellation and its 2020 Vision Plan including what utility services it may need. Mr. Bartlam stated Sutter Home's expansion was largely self-contained to its land.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated the County has a more limited view on smaller wineries that are trying to establish themselves but a broader view on the larger, already established wineries. Mr. Bartlam stated during the next year there will be a greater focus on how the County will deal with wineries in the future.

In response to Council Member Hansen, Mr. Lechner stated there may be potential interest for a private university campus on the Guild and Victor site.

Council Member Johnson and Council Member Hansen suggested printing success stories of business retention and attraction in the newspaper because increased sales tax and more jobs are a direct benefit to the citizens of Lodi. Mr. Bartlam confirmed they can put a greater focus on publicity while being sensitive to the confidentiality needs of businesses.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated historically businesses do not look at housing and quality of life for employees when locating to the City unless there is a specific community interest by the owner as was the case in a recent business attraction.

In response to Council Member Johnson, Mr. Lechner stated the cost for attending a previous trade show in the State was approximately \$1,500 for an overnight stay and can be more or less depending upon the location and length of the show. Mr. Lechner stated out of 100 cards distributed there were approximately 7 or 8 credible leads without fruition to date. A brief discussion ensued regarding the benefit of attending trade shows in the future, especially the ones in the South Bay Area, which is where the San Joaquin Partnership may be focusing.

In response to Myrna Wetzel, Mr. Lechner stated key accounts are identified through utility use and head count for employees. She indicated business contacts are necessary.

C. Comments by Public on Non-Agenda Items - None

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:15 a.m.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 7, 2013**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of August 7, 2013, was called to order by Mayor Nakanishi at 6:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl-Olson

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Fire Mid-Managers, and Lodi Professional Firefighters; Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding International Brotherhood of Electrical Workers Pursuant to Government Code §54957.6
- b) Prospective Sale of Agricultural Easement on Property Located at the White Slough Water Pollution Control Facility, 12751 North Thornton Road, Lodi, California (40 Acres within the Following APNs: 055-150-15; 055-130-04 and 13; 055-120-03 and 08; and 055-190-01); the Negotiating Parties are City of Lodi and Wal-Mart; Government Code §54956.8

C-3 Adjourn to Closed Session

At 6:00 p.m., Mayor Nakanishi adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:55 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

A. Call to Order / Roll Call

The Regular City Council meeting of August 7, 2013, was called to order by Mayor Nakanishi at 7:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl-Olson

B. Presentations - None

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

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$5,541,285.99 (FIN)

Claims were approved in the amount of \$5,541,285.99.

C-2 Approve Minutes (CLK)

The minutes of July 16, 2013 (Shirtsleeve Session), July 17, 2013 (Regular Meeting), July 23, 2013 (Shirtsleeve Session), and July 30, 2013 (Shirtsleeve Session) were approved as written.

C-3 Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)

Accepted the quarterly investment report as required by the City of Lodi Investment Policy.

C-4 Accept the Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)

Accepted the quarterly report of purchases between \$10,000 and \$20,000.

C-5 Adopt Resolution Awarding Contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road, to Teichert Construction, of Stockton (\$1,028,646) (PW)

Adopted Resolution No. 2013-140 awarding contract for Ham Lane Overlay Project, Lodi Avenue to Turner Road, to Teichert Construction, of Stockton, in the amount of \$1,028,646.

C-6 Adopt Resolution Awarding Contract for White Slough Water Pollution Control Facility Digester Painting Project to Euro Style Management, of North Highlands (\$73,000), and Appropriating Funds (\$90,000) (PW)

Adopted Resolution No. 2013-141 awarding contract for White Slough Water Pollution Control Facility Digester Painting Project to Euro Style Management, of North Highlands, in the amount of \$73,000, and appropriating funds in the amount of \$90,000.

C-7 Accept Improvements Under Contract for Hale Park Sports Court Resurfacing Project, 209 East Locust Street (PW)

Accepted improvements under contract for Hale Park Sports Court Resurfacing Project, 209 East Locust Street.

C-8 Accept Improvements Under Contract for Katzakian Park Restroom Repair Project, 2735 West Turner Road (PW)

Accepted improvements under contract for Katakian Park Restroom Repair Project, 2735 West Turner Road.

- C-9 Adopt Resolution Authorizing the City Manager to Execute Change Orders No. 2 Through 7 to Contract with Knife River Construction, of Stockton, for Water Meter Program Phase 3 (\$771,215) and Appropriating Funds (\$764,811) (PW)

This item was pulled for further discussion by Mayor Pro Tempore Katakian and Council Member Johnson.

After a brief discussion regarding the costs associated with the change orders and the overall budget of the project, the item was continued to a future meeting to allow for the dissemination of additional information pertaining to the same.

- C-10 Adopt Resolution Authorizing the City Manager to Execute Task Order No. 34 with West Yost Associates, of Walnut Creek (\$58,700) (PW)

Adopted Resolution No. 2013-142 authorizing the City Manager to execute Task Order No. 34 with West Yost Associates, of Walnut Creek, in the amount of \$58,700.

- C-11 Adopt Resolution Authorizing the City Manager to Execute Amendment to Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, and Appropriating Funds (\$20,000) (PW)

Adopted Resolution No. 2013-143 authorizing the City Manager to execute amendment to Professional Services Agreement with Stantec Consulting Corporation, of Rancho Cordova, and appropriating funds in the amount of \$20,000.

- C-12 Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Staff Support for the Bridge Program at 13 Locations During Fiscal Year 2013/2014 (\$580,321) (PRCS)

Adopted Resolution No. 2013-144 approving contract with Lodi Unified School District to provide after school staff support for the Bridge Program at 13 locations during fiscal year 2013/2014 in the amount of \$580,321.

- C-13 Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving a Yield Control on Willow Glen Drive at Lakewood Drive (PW)

Adopted Resolution No. 2013-145 amending Traffic Resolution No. 97-148 by approving a yield control on Willow Glen Drive at Lakewood Drive.

- C-14 Adopt Resolution Approving City of Lodi Title VI Program for Transit Services (PW)

Adopted Resolution No. 2013-146 approving City of Lodi Title VI Program for transit services.

- C-15 Adopt Resolution Approving Job Description, Salary Range, and Reclassification for the Position of Literacy/Volunteer Manager (CM)

This item was pulled for further discussion by Mayor Nakanishi.

In response to Mayor Nakanishi, Human Resources Manager Dean Gualco stated the review of the position was prompted by the employee and the review result showed the need for a reclassification through which the employee will receive a salary increase of approximately

\$2,600, or 5%, based upon the duties performed.

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to adopt Resolution No. 2013-147 approving job description, salary range, and reclassification for the position of Literacy/Volunteer Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

C-16 Approve Responses to the 2012/2013 Grand Jury Reports Regarding Case Nos. 0312, 0912, and 1112 (CLK)

Approved responses to 2012/2013 Grand Jury reports regarding Case Nos. 0312, 0912, and 1112.

D. Comments by the Public on Non-Agenda Items

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None.

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

Council Member Mounce inquired as to the notification process for changing a utility box at a residence located on Lakeshore. Mr. Bartlam indicated staff made contact with the owner recently to address the situation. Ms. Mounce also commended the efforts of the National Night Out organizers.

Council Member Johnson reported on his attendance at the Short Range Transit Plan meeting attended by several seniors in the community and stated they were very complimentary and expressed few concerns. Mr. Johnson also commended the efforts of the National Night Out organizers and referred to a specific surveillance program funded by a particular neighborhood in town.

Council Member Hansen expressed his concern about painting certain crosswalks throughout the City as a part of the metering project. Mr. Sandelin stated he will follow-up on the same.

Mayor Nakanishi commended the efforts of the National Night Out organizers.

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

City Manager Bartlam wished Council Member Johnson a Happy Birthday on behalf of staff.

G. Public Hearings - None

H. Communications

H-1 Post for Vacancy on Lodi Animal Commission and Re-Post for Vacancy on Greater Lodi Area Youth Commission ~ Adult Advisor (CLK)

Council Member Johnson made a motion, second by Council Member Mounce, to direct the City Clerk to post and re-post for the following vacancies:

Lodi Animal Commission

Rebecca Hernandez, term to expire December 31, 2013

Greater Lodi Area Youth Commission ~ Adult Advisor

Allison McGregor, term to expire May 31, 2013

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

H-2 Appointments to the Library Board of Trustees and Lodi Arts Commission (CLK)

Council Member Johnson made a motion, second by Council Member Mounce, to make the following appointments:

Library Board of Trustees

Terry Costa, term to expire June 30, 2016

Scot Martin, term to expire June 30, 2016

Lodi Arts Commission

Annalisa Sharp Babich, term to expire July 1, 2016

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

I. Regular Calendar

I-1 Consider Appointment of City Council Member to San Joaquin County Local Agency Formation Commission (CLK)

City Clerk Randi Johl-Olson provided a brief overview of the request to appoint a member to the Local Agency Formation Commission to represent Lodi as set forth in the staff report.

Council Member Johnson made a motion, second by Council Member Hansen, to appoint Mayor Pro Tempore Phil Katzakian to San Joaquin County Local Agency Formation Commission.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

J. Ordinances

J-1 Adopt Ordinance No. 1880 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Section 13.20.300, "Schedule SS - Standby Service," in Its Entirety" (CLK)

Council Member Johnson made a motion, second by Mayor Pro Tempore Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1880 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Section 13.20.300, 'Schedule SS - Standby Service,' in Its Entirety," which was introduced at a regular meeting of the Lodi City Council held July 17, 2013.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

J-2 Adopt Ordinance No. 1881 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 10.44 - Stopping, Standing and Parking - by Adding Section 10.44.125, "Electric Vehicle Charging Stalls" (CLK)

Council Member Johnson made a motion, second by Mayor Pro Tempore Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1881 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 10.44 - Stopping, Standing and Parking - by Adding Section 10.44.125, 'Electric Vehicle Charging Stalls,'" which was introduced at a regular meeting of the Lodi City Council held July 17, 2013.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

K. Adjournment

There being no further business, the meeting was adjourned at 7:42 p.m., in memory of Sara Heberle, who passed away on July 26, 2013, and Ken Owen, who passed away on July 17, 2013.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 13, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 13, 2013, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: Council Member Mounce

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl-Olson

B. Topic(s)

B-1 Presentation on Draft City of Lodi Short-Range Transit Plan Update (PW)

Traffic Engineer Paula Fernandez and Gordon Shaw with LSC Transportation Consultants, Inc. provided a PowerPoint presentation on behalf of the Public Works Department in regard to the Short-Range Transit Plan update. Specific topics of discussion included the purpose of the short range transit plan, existing conditions, service plan recommendations, capital plan recommendations, management plan recommendations, and performance measures.

In response to Council Member Hansen, Mr. Shaw confirmed that there is a bus stop within one quarter of a mile of almost every house in the City of Lodi and they are located approximately two blocks from one another.

In response to Council Member Johnson, Ms. Fernandez stated that there is no student discount per se but there is a youth pass available during the summer months.

In response to Council Member Hansen, Mr. Bartlam and Ms. Fernandez confirmed that the school district does not provide general bus service to students with few exceptions including out of town service.

In response to Council Member Hansen, Mr. Shaw stated the 218,819 figure represents the total number of rides for 2012-2013.

In response to Council Member Johnson, Mr. Shaw stated the decline in Dial-A-Ride usage may be due to higher fixed-route usage and a segment of the ridership aging so that they no longer use Dial-A-Ride. Mr. Shaw indicated routes can be adjusted as needed for Dial-A-Ride throughout the year.

In response to Mayor Pro Tempore Katzakian, Mr. Shaw stated express routes are designed to serve schools more than anything else and run during peak times.

In response to Council Member Hansen, Mr. Shaw described how individual rides are calculated and the process for gaining public input through poster service.

In response to Council Member Hansen, Mr. Shaw stated currently routes end at 3:00 p.m. on Saturday and 1:00 p.m. on Sunday. Mr. Shaw indicated the recommendation is to extend the hours to 9:00 p.m. on Saturday and 4:00 p.m. on Sunday.

In response to Mayor Nakanishi, Mr. Shaw indicated there is an increase in federal funds to cover the recommended extension of service hours and most if not all cities over 50,000 do provide transit services. Mr. Bartlam briefly explained the history of the City providing transit services through contract over the last 15 years while maintaining ownership of the equipment and infrastructure.

In response to Mayor Pro Tempore Katzakian and Mayor Nakanishi, Mr. Shaw stated transit service operations vary from city to city in that some are provided through contract while others may be in-house or provided jointly through the county or a joint powers agreement.

In response to Council Member Hansen, Ms. Fernandez stated Council acceptance of the plan is scheduled for September 4, 2013, and the extended hours would begin in mid-September.

In response to Council Member Hansen, Mr. Shaw stated certain loops will be available based on demand to ensure all buses can meet as needed for transfer requirements. Mr. Shaw stated the on demand service will be advertised and placards will be placed at bus stops and on the buses themselves.

In response to Council Member Johnson, Mr. Shaw stated the Costco stop is permanent and not on demand. Ms. Fernandez indicated staff previously spoke to Blue Shield about employee transit needs and will review the same if the company expresses an increased interest for transit use.

In response to Council Member Hansen, Ms. Fernandez confirmed that staff has not looked into options for electric charging buses in light of the fact that the City has its own electric utility primarily due to costs associated with the same.

In response to Council Member Johnson, Mr. Shaw stated that, with respect to general comments received, the biggest concern expressed pertained to the lack of seating and shelter at the bus stops and the biggest compliment expressed pertained to the great relationship between the riders and the drivers. Mr. Shaw stated comparatively out of all comments received the City performed very well.

In response to Mayor Pro Tempore Katzakian, Ms. Fernandez indicated that Public Works continues to make efforts to install shelters and benches at bus stops throughout the year at an average rate of 7 to 8 annually.

In response to Council Member Johnson, Mr. Shaw stated based on his experience with other communities there are both pros and cons to advertising on benches at bus stops.

In response to Mayor Nakanishi, Ms. Fernandez stated transit employees do receive customer service and courtesy training. She stated that, based on the responses at the public hearing, all riders with the exception of one, expressed good relationships with their drivers. Mr. Shaw indicated the City received a 4.9 out of 5 on the survey question pertaining to driver quality and interaction.

In response to Council Member Hansen, Ms. Fernandez stated the City currently does not have advertising policies for buses and any advertising funds generated would need to go back into transit for operations or capital projects.

In response to Council Member Hansen, Mr. Shaw stated the 12.75 number is paid for by federal funds and does not receive General Fund dollars. Mr. Shaw indicated the number will go down to the average of 12.40 based on increased ridership during extended hours and both numbers are good based on comparisons with other similar communities.

In response to Mayor Nakanishi, Ms. Fernandez briefly discussed the funding for operations in 2012-2013, which is paid through Transportation Development Act funds, Measure K funds, and fare box recovery.

In response to Council Member Johnson, Ms. Fernandez stated the standard numbers are created by the San Joaquin Council of Governments based on a formula and the City must meet two out of three criteria to receive funding.

In response to Mayor Pro Tempore Katzakian, Mr. Shaw confirmed that the fares are set by the City Council based on market conditions and the fare amount that patrons are able to pay for usage.

Myrna Wetzel expressed her concerns about advertisement clutter on buses and stops. In response to Ms. Wetzel, Ms. Fernandez stated Dial-A-Ride and Vine Line provide transportation between Lodi and Woodbridge.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:05 a.m.

ATTEST:

Randi Johl-Olson
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 13, 2013**

A. Call to Order / Roll Call

The Special City Council meeting of August 13, 2013, was called to order by Mayor Nakanishi at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: Council Member Mounce

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Regular Calendar

B-1 Authorize the City Manager to Sign a Service Purchase Order for Emergency Inspection, Testing, and Repairs for Industrial Substation Transformer Number Three and Appropriate Funds (\$50,000) (EUD)

This item was pulled from consideration as the recommended action was no longer needed in light of the results of a recent inspection occurring after the agenda was already posted.

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:01 a.m.

ATTEST:

Randi Johl-Olson
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids to Procure Wood Poles

MEETING DATE: August 21, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids to procure wood poles.

BACKGROUND INFORMATION: Wood poles are needed in stock to replace damaged/old poles for distribution system maintenance and new electric service.

In order to maintain EUD's transformer inventory, staff recommends advertisement for bids as follows:

Wood Pole:	10 each	35-foot Class 1 Wood Pole
	20 each	45-foot Class 1 Wood Pole

The specifications are on file at the Electric Utility Department, 1331 South Ham Lane. The planned bid opening date is Wednesday, September 4, 2013.

FISCAL IMPACT: Estimated cost is \$20,000.

FUNDING: Included in FY2013/14 Account Number 160.1496

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Thomas Dean, Electric Materials Technician

EAK/JM/TD/LST

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids to Procure 15kV Insulated Underground Cable

MEETING DATE: August 21, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids to procure 15kV insulated Underground Cable.

BACKGROUND INFORMATION: The 1/0 cable is needed to maintain inventory for repairs of existing distribution system and new electric service.

In order to maintain EUD's transformer inventory, staff recommends advertisement for bids as follows:

60,000 feet 1/0 AWG, 15kV, EPR-insulated, Jacketed Concentric Neutral Underground Cable

The specifications are on file at the Electric Utility Department, 1331 South Ham Lane. The planned bid opening date is Wednesday, September 4, 2013.

FISCAL IMPACT: Estimated cost is \$135,000.

FUNDING: Included in FY2013/14 Account Number 160.1496

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Thomas Dean, Electric Materials Technician

EAK/JM/TD/LST

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids to Procure a Fiber Optic Trailer

MEETING DATE: August 21, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids to procure a fiber optic trailer.

BACKGROUND INFORMATION: A Fiber Optic Splicing Trailer is needed for the upcoming expansion of the City's system and to properly maintain the existing fiber network.

A task specific splicing unit will allow all fiber related tools & supplies to be stored in one location and readily accessible. Both time and cost savings will be achieved by reducing the mobilization time and mitigating overtime for completion of this work.

The specifications are on file at the Electric Utility Department, 1331 South Ham Lane. The planned bid opening date is Wednesday, September 4, 2013.

FISCAL IMPACT: Estimated cost is \$20,000.

FUNDING: Included in FY2013/14 Budget Account Number 160.1496

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Thomas Dean, Electric Materials Technician

EAK/JM/TD/LST

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Replacement of Raywood Ash Trees, Phase II Project
MEETING DATE: August 21, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for replacement of Raywood ash trees, phase II project.

BACKGROUND INFORMATION: Trees are a benefit to the urban environment. As a result, the City removes trees only when they become a significant liability to the infrastructure or compromise public safety.

The existing Raywood ash trees (Exhibit A), planted in approximately 1988, have extremely invasive root systems. They have caused extensive damage to the surfaces on both Lower Sacramento Road and the adjacent frontage road and have entered wastewater laterals connecting to a deep wastewater main in Lower Sacramento Road (Exhibit B). Because of the species' invasive nature, Raywood ash is no longer an approved species for City planting.

This project has been discussed at the following Council meetings: June 2, 2010, November 16, 2010 (Shirtsleeve Meeting), and November 17, 2010. On February 16, 2011, City Council approved the plans and specifications and authorized advertisement for bids on phase I removal and replacement of 39 Raywood ash trees on Lower Sacramento Road between Elm Street and Tejon Street described below.

Phase I was completed in September 2012. This included planting alternating trees (Shumard red oak *Quercus shumardii* and Mondell pine *Pinus eldarica*) between the existing Raywood ash trees. The new trees were placed on forty-foot centers, without disturbing the existing trees. Modifications to the existing irrigation system were made. Portions of hedge were trimmed back or removed to give the new trees a chance to become established.

Phase II work will initiate the actual removal of the 39 Raywood ash trees in late 2013. After removal of the trees, their locations would be filled with bush-type fern cloud *Podocarpus gracilior*. This varies from the first proposal which was a tree form and will provide a screening affect of Lower Sacramento Road.

Staff recommends Council approve the specifications and authorize advertisement for bids for phase II removal and replacement of 39 Raywood ash trees on Lower Sacramento Road. Specifications will be on file in the Public Works Department. The planned bid opening date is September 11, 2013. The estimated cost of this project is \$25,000.

FISCAL IMPACT: Removal will reduce or eliminate future damage to pavement and underground utilities from the invasive roots of these trees.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/pmf
Attachments
cc: Deputy Public Works Director – Utilities
Utility Superintendent

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO FRONTAGE ROAD TREE REMOVAL



THIRTY-NINE (39) RAYWOOD ASH TREES TO BE REMOVED

DIAMETER OF TREES TO BE
REMOVED (IN INCHES)

- 13
- 10
- 13
- 10
- 10
- 11
- 10
- 7
- 8
- 19
- 16
- 14
- 13
- 12
- 15
- 14
- 8
- 13
- 11
- 11
- 10
- 14
- 10
- 12
- 16
- 18
- 14
- 12
- 13
- 10
- 14
- 12
- 13
- 18
- 12
- 14
- 15
- 16
- 15



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES STREET VIEW OF TREES TO BE REMOVED



STREET VIEW OF TREES TO BE REMOVED.

EXHIBIT B



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES DAMAGE



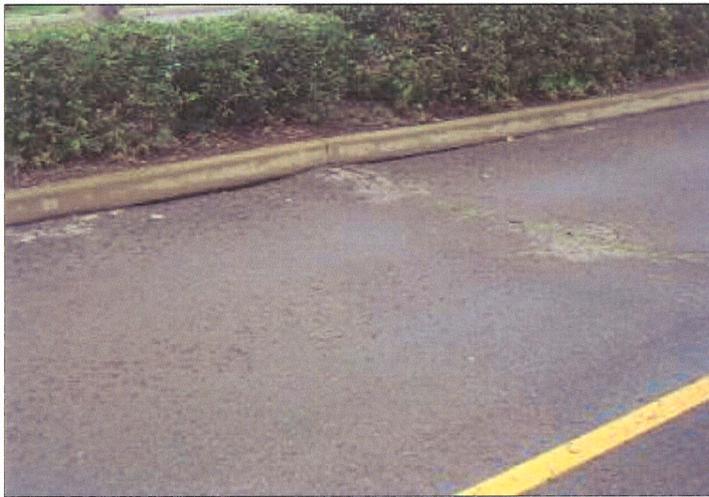
Damage to street, curb and gutter.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES DAMAGE



Damage to street, curb and gutter.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for the Hutchins Street Square Pool Filtration System Upgrade Project

MEETING DATE: August 21, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for the Hutchins Street Square Pool Filtration System Project.

BACKGROUND INFORMATION: The Hutchins Street Square swimming pool was recently re-lined with a fiberglass liner. The existing pool filtration equipment does maintain water quality requirements for public bathing, however, the system (installed in 1989) is outdated, inefficient, and relies on manual operation instead of automated controls to manage water quality as bathing loads change.

The Hutchins Street Square Pool Filtration System Project consists of removing the existing filtration system; installing a new filter, chlorine feed system, pH buffering system, water chemistry controller, flow meter, ultra-violet disinfection system; and other ancillary improvements. Ultra-violet disinfection, coupled with chlorine disinfection, significantly reduces chlorine dosing requirements and other disinfection by-products (such as chlorine smell) that are more noticeable in indoor pools.

The upgrade work is anticipated to take place in late November or early December and will take two to three weeks to complete. During this time, the pool will be closed to the public.

It is recommended Council approve plans and specifications and authorize advertisement for bids for the Hutchins Street Square Pool Filtration Project. The planned bid opening date is September 11, 2013, and the project estimate is \$50,000.

FISCAL IMPACT: Upgrading the pool filtration equipment will improve system reliability, and significantly reduce energy usage, chemical usage and staff time required to monitor and adjust the system as bathing loads vary.

FUNDING AVAILABLE: Funding will be identified at project award. Since the upgrades will significantly reduce energy usage, staff intends to utilize public benefit funding.

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf
cc: Parks, Recreation and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Purchase of Fuel Master Plus Fuel Management System from PME Equipment Sales, of West Sacramento (\$25,993.56)

MEETING DATE: August 21, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing purchase of Fuel Master Plus Fuel Management System from PME Equipment Sales, of West Sacramento, in the amount of \$25,993.56.

BACKGROUND INFORMATION: The Fleet Division currently uses a card-authorized fuel management system (GasBoy) to track all City vehicle fuel transactions from the fuel island located at the Municipal Service Center. The City's GasBoy system (which has been in operation over 13 years) is unreliable and no longer supported by the manufacturer.

Staff evaluated several agency-operated fuel management systems throughout the Valley and determined the system that best fits the City's needs is Fuel Master. Fuel Master is the only system utilizing a Bluetooth connection between the vehicle and the fuel management system by employing a passive capture reading device. The device logs vehicle ID, current mileage, date, time, fuel quantity, and engine hours at each fueling stop, using no operator input. This feature will reduce staff time needed to generate mandated transit reports. The initial phase of implementation will serve transit vehicles only.

Per Lodi Municipal Code 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Purchasing the Fuel Master system utilizing the National Joint Powers Alliance Purchasing Program Contract No. 052109-SYS saves the City money and time (see Exhibit A).

Staff recommends Council authorize the purchase of the Fuel Master Plus Fuel Management System from PME Equipment Sales, in the amount of \$25,993.56, as reflected in Exhibit B. Installation of the fuel management system will be performed under separate contract. Total budget for equipment purchase, installation, staff time and contingencies is \$40,000.

FISCAL IMPACT: Upon full implementation, there will be decreased maintenance and staff costs for transit and other divisions associated with the upgraded fuel management system.

FUNDING AVAILABLE: Transportation Development Act FY 2013/14 Transit Capital (1251): \$40,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Randy Laney, Fleet Services Supervisor
FWS/RL/pmf
Attachments
cc: Transportation Manager

APPROVED: _____
Konradt Bartlam, City Manager



August 6, 2013

Charles Swimley
City of Lodi
1331 South Ham Ln.
Lodi, CA 95242

Ref: National Joint Powers Alliance (NJPA) Purchasing Program Contract No. 052109-SYS

Dear Mr. Swimley:

The items listed below are approved components that are consistent with the National Joint Powers Alliance (NJPA) Purchasing Program Contract No. 052109-SYS. The following is Current FuelMaster "List Price" and NJPA "Contract Net Price":

Part#	Description	FuelMaster List (each) / NJPA Net (each)	
STS-FMU-3505PLUSG -	Fuel Master FMU 3500 PLUS	\$7,996.00	\$7,197.00
STS-199001A -	HOSE CONTROLLER – STANDARD	\$195.00	\$176.00
STS-202002A -	TANK MONITOR INTERFACE	\$660.00	\$594.00
STS-941B0438B -	HID READER - HIGH FREQUENCY	\$795.00	\$716.00
STS-252034 -	MODEM FOR PC, 56K, USB	\$99.00	\$90.00
941B0227 -	NETWORK CARD	\$749.00	\$675.00
STS-227838A-SQL -	SEQUEL SERVER SOFTWARE	\$1,949.00	\$1,755.00
STS-172405BL -	PROKEE® - BLACK ONLY	\$5.00	\$4.00
STS -941D0107 -	PROKEE® ENCODER - USB PORT	\$550.00	\$495.00
STS-941B0420 -	AIM II® Single Tank Kit	\$230.00	\$207.00
STS-941B0XXX	RFID Nozzle Tag	\$68.00	\$62.00

Sincerely,

James Tyson
PME Equipment Sales

YOUR VALUE ADDED PETROLEUM EQUIPMENT DISTRIBUTOR

PME Equipment Sales
232 Commercial Street
San Jose, CA 95112
(408) 998-8205 Fax (408) 998-8249

PETROLEUM MARKETING EQUIPMENT
Corporate Office
740 Monroe Way
Placentia, CA 92870
(714) 577-7878 Fax (714) 577-7979

PME Equipment Sales
2190 Enterprise Blvd
West Sacramento, CA 95691
(916) 371-8271 Fax (916) 384-0298



PME EQUIPMENT SALES

232 Commercial St.
San Jose, CA 95112
(408) 998-8205
(408) 998-8249 Fax

2190 Enterprise Blvd.
W. Sacramento, CA 95691
(916) 371-8271
(916) 384-0298 Fax



QUOTATION

Customer: City of Lodi - Public Works Dept.
Attention: Randy Laney
Phone/Fax/Email: (209) 333-6800 / (209) 365-6510 / rlaney@lodi.gov
Project Name: City of Lodi - Fuel Management Replacement Project - NJPA

Quote No: JT021213-025-R3
Date: 8.01.13
Salesman: James Tyson

QTY.	PART #	DESCRIPTION	PRICE EA	TOTAL
FUEL MANAGEMENT SYSTEM				
1	STS-FMU-3505PLUSG	Syn-Tech Systems Fuel Master FMU 3500 PLUS SERIES FUEL MANAGEMENT SYSTEMS: PROKEE / RF TAG MASTER UNIT ALL MASTER UNITS HAVE TWO HOSE CONTROL, PEDESTAL, MODEM & SURGE PROTECTION	\$7,197.00	\$7,197.00
FMU ACCESSORIES				
6	STS-199001A	Syn-Tech Systems HOSE CONTROLLER - STANDARD (One required for each hose over two on master or satellite units; maximum of (8) per FMU)	\$176.00	\$1,056.00
1	STS-202002A	Syn-Tech Systems TANK MONITOR INTERFACE	\$594.00	\$594.00
1	STS-941B0438B	Syn-Tech Systems HID READER - HIGH FREQUENCY	\$716.00	\$716.00
CONNECTION OPTIONS				
1	STS-252034	Syn-Tech Systems MODEM FOR PC, 56K, USB (External modem for PC and connects to the port)	\$90.00	\$90.00
1	STS-941B0227	Syn-Tech Systems NETWORK CARD (Permits communications with FMU via Ethernet connection)	\$675.00	\$675.00
SOFTWARE				
1	STS-227838A-SQL	Syn-Tech Systems SEQUEL SERVER BASED SOFTWARE	\$1,755.00	\$1,755.00
KEYS / ENCODERS - (MANUAL FUEL AUTHORIZATION)				
325	STS-172405BL	Syn-Tech Systems PROKEE® - BLACK ONLY - (1) Per Vehicle / Equipment	\$4.00	\$1,300.00
1	STS -941D0107	Syn-Tech Systems PROKEE® ENCODER - USB PORT	\$495.00	\$495.00
AIM2 HARDWARE - (PASSIVE FUEL AUTHORIZATION)				
30	STS-941B0420	Syn-Tech Systems AIM II® Single Tank Kit (1) Per Vehicle / Equipment	\$207.00	\$6,210.00
2	STS-941B0445	Syn-Tech Systems Vapor Recovery Nozzle Tag - Healy	\$62.00	\$124.00
2	STS-941B0XXX	Syn-Tech Systems Diesel Hi Flow Nozzle Tag - 3/4" Diesel	\$62.00	\$124.00
4	STS-941B0XXX	Syn-Tech Systems Diesel Hi Flow Nozzle Tag - OPW CNG TAG ASSY	\$62.00	\$248.00
4	STS-941B0XXX	Syn-Tech Systems Diesel Hi Flow Nozzle Tag - OPW CNG NOZZLE	\$62.00	\$248.00
1	STS-AIMII-TRN	AIM II Vehicle Module Training / Installation - Train City Personnel to Install AIM II Modules on (10) Vehicles (Different Models Preferred) Estimate (3) Days to Conduct Training -	\$2,995.00	\$2,995.00
	Notes:	Initialization can be completed only by a Syn-Tech FuelMaster® technician, or a technician who has completed the Syn-Tech FuelMaster® Technical Training Course. Final certification must be accomplished jointly by the Customer and Syn-Tech factory trained personnel.		
(CONTINUED)				



PME EQUIPMENT SALES

232 Commercial St.
San Jose, CA 95112
(408) 998-8205
(408) 998-8249 Fax

2190 Enterprise Blvd.
W. Sacramento, CA 95691
(916) 371-8271
(916) 384-0298 Fax



QUOTATION

Customer: City of Lodi - Public Works Dept.
Attention: Randy Laney
Phone/Fax/Email: (209) 333-6800 / (209) 365-6510 / rlaney@lodi.gov
Project Name: City of Lodi - Fuel Management Replacement Project - NJPA

Quote No: JT021213-025-R3
Date: 8.01.13
Salesman: James Tyson

QTY.	PART #	DESCRIPTION	PRICE EA	TOTAL
			SUB TOTAL:	\$23,827.00
			EST. SALES TAX: (8.0%)	\$1,666.56
			EST. FREIGHT:	\$500.00
			TOTAL:	\$25,993.56

Special Terms and Conditions

- Acceptance:** The prices, payment terms, specifications and conditions on all pages of this proposal, including Standard Terms & Conditions page, are satisfactory and are hereby accepted by signature below.
- Price Validity:** 30 Days.
- Freight:** All Items are F.O.B Factory, unless otherwise noted.
- Delivery:** Per manufactures lead times.
- Payment Terms:** 25% deposit due at signing. Balance of payment due on delivery unless prior extended credit terms are established.
- Special Payemt Terms:** All tanks and dispensers require a 25% deposit upon signing and the balance due prior to factory shipment. Above prices reflect a 5% cash discount. If payment terms are not met, add 5% to these prices.
- Exclusions:** Installation, Start-Up, Meter Calibration, Testing and Permits, Electrical, Underground Pipes & Fittings, Any Other Items Not Listed Above
- Credit Card Terms:** Above prices reflect a discount based on cash payment terms. Prices for credit card payments will be 3% higher.
- Note:** The accuracy of the equipment list above is based on the information supplied to PME Equipment Sales by the customer or the customer's agent at the time of the proposal.

Accepted by: _____

Date: _____

Requested Ship Date: _____



PME EQUIPMENT SALES

232 Commercial St.
San Jose, CA 95112
(408) 998-8205
(408) 998-8249 Fax

2190 Enterprise Blvd.
W. Sacramento, CA 95691
(916) 371-8271
(916) 384-0298 Fax



QUOTATION

Customer: City of Lodi - Public Works Dept.

Attention: Randy Laney

Phone/Fax/Email: (209) 333-6800 / (209) 365-6510 / rlaney@lodi.gov

Project Name: City of Lodi - Fuel Management Replacement Project - NJPA

Quote No: JT021213-025-R3

Date: 8.01.13

Salesman: James Tyson

QTY.	PART #	DESCRIPTION	PRICE EA	TOTAL
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PURCHASER, BY ORDERING THE MERCHANDISE ON THE FOLLOWING QUOTATION, AGREES TO THE FOLLOWING CONDITIONS OF SALE:

1. ACCEPTANCE. Delivery of the materials/equipment herewith, Purchaser's acceptance hereof (either in writing or orally in person or over the telephone), and/or Purchaser's receipt of this quotation/contract and failure to object to specific provisions in writing within 5 days, constitutes a binding acceptance by Purchaser of goods delivered in connection herewith and all the terms herein.

2. PRICE; TERMS OF SALE; CREDIT.

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, we may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price.

b. All payments are to be made to Seller at the address and pursuant to the terms on contract. All credits and terms of sale must be approved by Seller's Main Office at the time of the order and are subject to review and approval during the life of any contract. A late charge of 1.5% per month (18% per annum) may be charged on any unpaid balance remaining at the end of every 30 day period. If payment is not made promptly when due, Purchaser must pay all costs and expenses of collection, including reasonable attorneys' fees.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. The stated prices do not include applicable taxes unless specified, and Seller may charge for same by a subsequent or supplemental invoice.

3. DELIVERY; SHIPMENT TERMS, FREIGHT DAMAGE CLAIMS.

a. Shipping dates are approximate, and are contingent on fire, accidents, labor disputes, floods, manufacturer production schedules, installation schedules and coordination of trades, transportation delays, acts of God, or other causes beyond Seller's control. Seller will exert the utmost effort to perform satisfactorily its shipping obligations, but shall not be liable for delay for any reason or for damage in transit of any materials furnished. Seller may make delivery in installments, which will be separately invoiced.

b. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's plant for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

4. LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS

a. Seller does not extend warranties to purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. Manufacturer or seller have no liability whatsoever for indirect, special, incidental or consequential damages, including but not limited to lost profits, down time, loss of material or product, clean-up costs associated with loss of products, or damage to other equipment, unless said damage or loss is proven to have caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees or contractor. Seller represents that it will convey good title to the items purchased, however, Seller makes no other warranty of any kind, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Seller.

b. In the event that Seller shall be liable to purchaser for damages arising under or in connection with this sale, whether arising by negligence, intended conduct (but not intentional misconduct) or otherwise, purchaser may recover from seller its direct damages not to exceed the aggregate amount of purchase price paid by goods or services to which a claim of liability is asserted.

c. Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same relates to any claim, penalty, or fine by governmental agency for pollutions, environmental damage, clean-up, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by Seller's sole negligence. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller as a result of or in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same.

d. No employee or representative of seller is authorized to change this warranty in any way.

5. CANCELLATION AND RETURN OF GOODS. Purchaser may cancel an order or return merchandise only upon advance written approval of Seller and provided Purchaser pays the freight charges and Seller's reasonable cancellation and restocking charges of 25% or credit, based in part on manufacturer's charges. Some special order items may not be returnable.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE PURCHASE OF FUEL MASTER
PLUS FUEL MANAGEMENT SYSTEM FROM PME
EQUIPMENT SALES, OF WEST SACRAMENTO

=====

WHEREAS, the Fleet Division’s current GasBoy card-authorized fuel management system has been in operation over 13 years, is unreliable and no longer supported by the manufacturer; and

WHEREAS, staff evaluated several agency-operated fuel management systems and determined the system that best fits the City’s needs is Fuel Master. Fuel Master is the only system utilizing a Bluetooth connection between the vehicle and the fuel management system by employing a passive capture reading device to log vehicle ID, current mileage, date, time, fuel quantity, and engine hours at each fueling stop; and

WHEREAS, the initial phase of implementation will serve transit vehicles only; and

WHEREAS, staff recommends purchasing the Fuel Master system utilizing the National Joint Powers Alliance Purchasing Program Contract No. 052109-SYS; and

WHEREAS, per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of the Fuel Master Plus fuel management system from PME Equipment Sales, of West Sacramento, California, in the amount of \$25,993.56, utilizing the Joint Power Alliance Purchasing Program Contract No. 052109-SYS.

Dated: August 21, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Purchase of Three Traffic Signal Controllers/Cabinets from Econolite Group, Inc., of San Leandro (\$40,091.76)

MEETING DATE: August 21, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing purchase of three traffic signal controllers/cabinets from Econolite Group, Inc., of San Leandro, in the amount of \$40,091.76.

BACKGROUND INFORMATION: At the August 18, 2010 meeting, City Council approved Econolite as the standard traffic signal controller/cabinet supplier/manufacturer.

Over the past several years, Public Works has been regularly replacing controllers/cabinets that have exceeded their useful life of 25 years. Replacement is the preferred action because controller technology has significantly improved and parts are increasingly unavailable to perform repairs. As a result, we keep replacement controllers/cabinet in inventory in case of controller failure or damage. Recently, the controller/cabinet at the intersection of Ham Lane and Turner Road was damaged in a traffic accident, and its replacement exhausted our inventory. Staff recommends the purchase of three controllers/cabinets to have in inventory in case of controller/cabinet failure or damage.

FISCAL IMPACT: Quick change out of failed or damaged controllers/cabinets reduces the City's liability.

FUNDING AVAILABLE: Measure K Maintenance (325051)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Shawn Tallerico, Storekeeper
FWS/ST/pmf
cc: Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING PURCHASE OF THREE TRAFFIC
SIGNAL CONTROLLERS/CABINETS FROM ECONOLITE
GROUP, INC., OF SAN LEANDRO

=====

WHEREAS, at the August 18, 2010 meeting, City Council approved Econolite as the standard traffic signal controller/cabinet supplier/manufacturer; and

WHEREAS, over the past several years, Public Works has been regularly replacing controllers/cabinets that have exceeded their useful life of 25 years. Replacement is the preferred action because controller technology has significantly improved and parts are increasingly unavailable to perform repairs; and

WHEREAS, staff recommends the purchase of three controllers/cabinets to have in inventory in case of controller/cabinet failure or damage.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of three traffic signal controllers/cabinets from Econolite Group, Inc., of San Leandro, California, in the amount of \$40,091.76, including tax.

Dated: August 21, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Purchase of Upgraded Email Server Hardware and Software from Dell and CDWG and Appropriating Funds (\$23,561.43)

MEETING DATE: August 21, 2013

PREPARED BY: Information Systems Manager

RECOMMENDED ACTION: Adopt Resolution authorizing purchase of upgraded email server hardware and software from Dell and CDWG and appropriating funds (\$23,561.43).

BACKGROUND INFORMATION: Email has evolved into a critical business service, heavily depended upon by almost all City staff. The City's email services currently run on Microsoft Exchange version 2003 software, and are installed on three different servers: one at MSC serving EUD and Public Works staff, one at Police and another in the main data center downtown serving everyone else. Two of the three servers are about seven years old. The software is no longer included in Microsoft's mainstream support, and extended support for the 2003 version will be discontinued next year.

Inasmuch as the software is almost out of factory support, and the hardware is approaching its end-of-life, staff recommends replacing both at this time. The new hardware will become part of the City's virtual environment for high availability and ease of management, and the updated software will include many new features.

Dell servers are only available through Dell, Inc. and CDWG is the vendor the City uses to purchase most of its software because it is at or below pre-bid State of California contract pricing.

The proposed purchase list is as follows:

Description	Vendor	Price
PowerEdge M620 blade servers	Dell	\$13,528.14
MS Windows 2012 Data Center	CDWG	\$6,951.04
TAX		\$1,082.25
Contingency		\$2,000.00
TOTAL		\$23,561.43

Staff recommends approving the purchase of new hardware from Dell and software from CDWG, with the total cost not to exceed \$23,561.43.

FISCAL IMPACT: Police, Public Works and ISD will use budgeted funds. Additional funds must be appropriated for EUD.

APPROVED: _____
Konradt Bartlam, City Manager

FUNDING:

Funding to be provided as follows:

Fund	Amount
Police (2341205.7718)	\$5,890.35
Electric Utility (160601.7715)	\$5,890.35
Public Works (103011.7313)	\$ 981.73
(180451.7313)	\$ 981.73
(170401.7313)	\$ 981.73
(3215011.7313)	\$ 981.73
(260561.7313)	\$ 981.73
(125053.7313)	\$ 981.73
ISD (123001.7715)	\$5,890.35

Jordan Ayers
Deputy City Manager/Internal Services Director

Prepared by: Steve Mann, Information Systems Manager

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Electric Utility 5. DATE: 8/1/13
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	160		3205	Fund Balance	\$ 5,890.35
B. USE OF FINANCING	160	160601	7715	Data Processing hardware	\$ 5,890.35

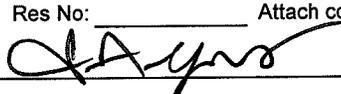
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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.

Lodi Electric Utility and Public Works share an email server located at MSC. The server software is 10 years old (Microsoft Exchange version 2003) and the hardware is about seven years old. The hardware is nearing its end-of-life and the software will no longer be supported by Microsoft in 2014. Information Systems Division is proposing to combine all City email servers into one and upgrading the software to version 2010, splitting the cost four ways. EUD's share is \$5,890.35.

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. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING PURCHASE OF UPGRADED EMAIL SERVER HARDWARE AND SOFTWARE FROM DELL AND DCWG, AND FURTHER APPROPRIATING FUNDS

WHEREAS, email has evolved into a critical business service, heavily depended upon by almost all City staff; and

WHEREAS, the City's email services currently run on Microsoft Exchange version 2003 software, and are installed on three different servers; and

WHEREAS, the software is almost out of factory support, and the hardware is approaching its end-of-life; and

WHEREAS, the new hardware will become part of the City's virtual environment for high availability and ease of management; and

WHEREAS, staff recommends approving the purchase of new hardware from Dell and software from CDWG, and appropriating funds as necessary, with the total cost not to exceed \$23,561.43; and

NOW, THEREFORE, BE IT RESOLVED that Lodi City Council does hereby approve the purchase of new hardware from Dell and software from CDWG; and

BE IT FURTHER RESOLVED, that funds be appropriated from the following funds as necessary, with the total cost not to exceed \$23,561.43:

Fund	Amount	Fund	Amount
Public Works (103011.7313)	\$ 981.73	Police (2341205.7718)	\$5,890.35
(180451.7313)	\$ 981.73	Electric Utility (160601.7715)	\$5,890.35
(170401.7313)	\$ 981.73	ISD (123001.7715)	\$5,890.35
(3215011.7313)	\$ 981.73		
(260561.7313)	\$ 981.73		
(125053.7313)	\$ 981.73		

Date: August 21, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the Lodi City Council in a regular meeting held August 21, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Purchase of Underground Cable to Prysmian Cables and Systems USA, LLC of Lexington, South Carolina (\$154,990.03)

MEETING DATE: August 21, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of underground cable to Prysmian Cables and Systems USA, LLC of Lexington, South Carolina in the amount of \$154,990.03.

BACKGROUND INFORMATION: On July 17, 2013 the City Council authorized the advertisement of bids to procure 7,000–8,000 feet of 1100 kCMIL insulated cable and 12,000–13,000 feet of 750 kCMIL insulated cable to maintain inventory.

On July 31, 2013, bids were opened with three suppliers submitting proposals:

	<u>1100kCMIL</u>	<u>750kCMIL</u>
General Cable Corporation (Highland Heights, KY)	\$ 65,552.76 (\$8.74/foot)	\$ 93,240.00 (\$7.45/foot)
The Okonite Company (San Ramon)	\$ 83,002.20 (\$11.06/foot)	\$ 90,358.56 (\$7.52/foot)
Prysmian Cables and Systems (Lexington, SC)	\$ 65,977.07 (\$8.57/foot)	\$ 89,012.96 (\$7.42/foot)

Staff reviewed the proposals and finds Prysmian Cables and Systems USA, LLC of Lexington, South Carolina to be the lowest responsive bid.

Staff recommends City Council approval of the purchase of 7,700 of 1100 kCMIL insulated underground cable and 12,000 feet of 750 kCMIL insulated underground cable from Prysmian Cables and Systems USA, LLC of Lexington, South Carolina in the amount of \$154,990.03.

FISCAL IMPACT: Procurement cost is \$154,990.03.

FUNDING: Included in FY 2013/14 Budget Account No.160.1496

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Approving the Purchase of Underground Cable to Prysmian Cables and Systems USA, LLC of Lexington,
South Carolina (\$154,990.03)

August 21, 2013

Page 2 of 2

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Thomas Dean, Electric Materials Technician

EAK/JM/TD/lst

RESOLUTION NO 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE PURCHASE OF 7,700 FEET OF 1100KCMIL, 15 KV,
UNDERGROUND CABLE AND THE PURCHASE OF 12,000
FEET OF 750KCMIL UNDERGROUND CABLE FROM
PRYSMIAN CABLES AND SYSTEMS, USA LLC OF
LEXINGTON, SOUTH CAROLINA

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 31, 2013 at 11:00 a.m., for the purchase of 7,000–8,000 feet of 1100kCMIL, 15 kV, ethylene propylene rubber insulated underground cable, and 12,000–13,000 feet of 750 kCMIL, 15 kV, ethylene propylene rubber insulated underground cable, described in the specifications therefore, approved by the City Council on July 17, 2013; and

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

General Cable of Highland Heights, KY	
For 7,500 feet of 1100 kCMIL Cable	\$ 60,152.76
For returnable and refundable Steel Reels	\$ 5,400.00
Total Amount	\$ 65,552.76
Cost per Length	\$8.74 per Foot
For 12,500 feet of 750 kCMIL Cable	\$ 84,240.00
For returnable and refundable Steel Reels	\$ 5,000.00
Total Amount	\$ 93,240.00
Cost per Length	\$7.45 per foot
The Okonite Company, San Ramon, CA	
For 7,500 feet of 1100 kCMIL Cable	\$ 73,402.20
For returnable and refundable Steel Reels	\$ 9,600.00
Total Amount	\$ 83,002.20
Cost per Length	\$11.06 per foot
For 12,000 feet of 750kCMIL Cable	\$ 75,958.56
For returnable and refundable Steel Reels	\$ 14,400.00
Total Amount	\$ 90,358.56
Cost per Length	\$7.52 per foot
Prysmian Cables and Systems, Lexington, SC	
For 7,700 feet of 1100kCMIL Cable	\$ 58,977.07
For returnable and refundable Steel Reels	\$ 7,000.00
Total Amount	\$ 65,977.07
Cost per Length	\$8.57 per foot
For 12,000 feet of 750 kCMIL Cable	\$ 81,012.96
For returnable and refundable Steel Reels	\$ 8,000.00
Total Amount	\$ 89,012.96
Cost per Length	\$7.42 per foot

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of 7,700 feet of 1100kCMIL, 15 kV, ethylene propylene rubber insulated underground cable and the purchase of 12,000 feet of 750 kCMIL, 15kV, ethylene propylene rubber insulated underground cable from Prysmian Cables and Systems, USA, LLC of Lexington, SC in the amount of \$154,990.03.

Dated: August 21, 2013

=====

I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk

2013-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Fire Station No. 2 Site Improvement Project
MEETING DATE: August 21, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Fire Station No. 2 Site Improvement Project.

BACKGROUND INFORMATION: The contract was awarded to Stat-X General Engineering, of Salida, in the amount of \$28,290, on April 17, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

On March 6, 2013, Council authorized a two-year lease agreement of temporary quarters to provide living and working space during the design and construction of the new fire station and approved plans and specifications and authorized bids for the site improvements required to serve the temporary quarters.

The project consisted of installing a wastewater service, water service, concrete walk and other incidental and related work to serve the temporary quarters at Fire Station No. 2.

The contract completion date was June 12, 2013. The final contract price was \$31,428.80. The difference between the contract amount and the final contract price is due to changes requested by the City. Changes included adding an extra concrete landing for stairway access, extra asphalt due to portions of existing asphalt breaking off during trenching, water line repair and a change in sewer line material due to shallow areas.

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

FISCAL IMPACT: The City will incur additional costs to operate the temporary quarters that may be partially offset by vacating part of the fire station.

FUNDING AVAILABLE: This project was funded by General Fund Capital funds.

F. Wally Sandelin
Public Works Director

Prepared Chris Boyer, Assistant Engineer
FWS/CB/pmf

cc: Larry Rooney, Fire Chief
Ron Penix, Battalion Chief
Chris Boyer, Assistant Engineer
Charlie Swimley, City Engineer/Deputy Public Works Director

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for City Hall Annex Phase 1 Demolition and Abatement Project

MEETING DATE: August 21, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for City Hall Annex Phase 1 Demolition and Abatement Project.

BACKGROUND INFORMATION: The contract was awarded to Allied Environmental, Inc., of Cameron Park, in the amount of \$96,810, on February 20, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of interior demolition and asbestos abatement at the City Hall Annex (formerly the Public Safety Building) in the unoccupied first floor and jail area. This is the first phase in remodeling the space for use by the Recreation and Fire Administration Divisions.

The existing first floor and jail space has been vacant since the Police Facility was completed in 2004. The project removed all ceiling, wall and floor finishes, as well as existing electrical, HVAC and plumbing items originally installed in 1967 and not meeting current code requirements. All hazardous materials within the remodel area were abated.

The contract completion date was July 2, 2013. The final contract price was \$132,589.17. The difference between the original contract amount and final contract amount is due to an increase in the units of asbestos elbows abated within the office area (\$7,750) and Change Order No. 1 which is related to additional demolition and abatement of asbestos materials primarily in the jail area (\$28,029.17).

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

FISCAL IMPACT: The project will expedite the Phase 2 work and permit the Recreation and Fire Administration Divisions to return to the Civic Center complex.

FUNDING AVAILABLE: This project was funded by the General Fund (121043).

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GRW/pmf
cc: Fire Chief
Parks, Recreation and Cultural Services Director

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Change Orders No. 2 Through 7 to Contract with Knife River Construction, of Stockton, for Water Meter Program Phase 3 (\$771,215) and Appropriating Funds (\$764,811)

MEETING DATE: August 21, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Change Orders No. 2 through 7 to contract with Knife River Construction, of Stockton, for Water Meter Program Phase 3, in the amount of \$771,215, and appropriating funds in the amount of \$764,811.

BACKGROUND INFORMATION: On March 20, 2013, City Council awarded the contract for construction of the Water Meter Program Phase 3 to Knife River Construction in the amount of \$2,898,200. As with the other construction phases of the Water Meter Program, numerous change orders are anticipated, and staff wants to inform the City Council of the status of approved, in-process and anticipated contract changes over the duration of the Phase 3 project.

The following information is submitted to the Council for its information and action as noted.

Change Order No. 1: Perform emergency repair of 36-inch and 42-inch storm drain lines in Auto Center Drive and Guild Avenue (\$4,606). Add new service line from meter box to home at 640 Roper Avenue, 641 El Capitan Drive, and 654 Rutledge Drive (\$6,356). Perform additional pot holing on Lake Street and Loma Drive (\$1,740.50). Replace 143 meter box lids at \$40 each (\$5,720). Perform other miscellaneous time and material work from May 9 through May 16 (\$2,167.50). Total change order cost is \$20,590. This change order has been executed.

Change Order No. 2: Perform remainder of water main and water service abandonments from Phase 2 that were eliminated from the Teichert Construction contract to accelerate closure of that contract and acceptance of the project. Total change order cost is \$147,000. This work has not begun.

Change Order No. 3: Replace the existing 14-inch 60-year old asbestos concrete pipe with new plastic water main in Ham Lane between Holly Drive and Lockeford Street. This work was originally scheduled to be performed in Phase 5 of the meter program but is being advanced so the Ham Lane Overlay Project can be completed this year. Total change order cost is \$225,565. This work is completed.

Change Order No. 4: Remove and replace 225 feet of existing 14-inch 67-year old asbestos concrete pipe with new 10-inch plastic water main in Loma Drive between Turner Road and Holly Drive. Total change order cost is \$41,625. This work is completed.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Change Orders No. 2 Through 7 to Contract with Knife River Construction, of Stockton, for Water Meter Program Phase 3 (\$771,215) and Appropriating Funds (\$764,811)

August 21, 2013

Page 2

Change Order No. 5: Replace the existing 3-inch water main in Westwood Avenue with 1,740 feet of new 6-inch plastic pipe between Holly Drive and Lockeford Street. This replacement was overlooked during the design phase in part because of contradictions in City records regarding the size of the pipeline. This would have been a standard replacement based upon the 3-inch size of the water main. The total cost of the change order is \$158,065. This work is completed.

Change Order No. 6: Work performed under this change order includes the emergency addition of a new water and wastewater services at 401 South Washington Street to resolve the dispute of two property owners formerly using shared services (\$7,450.75). The wastewater lateral construction cost of \$2,583 will be billed to the property owner based upon the City standard service charge schedule. The water service installation will be covered under the Water Meter Program. In addition, cement subgrade treatment was performed on Lakehome Drive between Park Avenue and Laurel Avenue (\$29,833). The contractor performed other miscellaneous time and material work from May 22 through June 22 (\$37,421.88). The total cost of the change order is \$74,705.63. This work is completed.

Change Order No. 7: This change order is for repairing and repaving the entrance road at White Slough Water Pollution Control Facility that was damaged during the construction of the Lodi Energy Center Project (LEC). A payment of \$75,000 will be provided by the LEC project and the remainder of the costs will be paid from wastewater operating funds. The total cost of the change order is \$103,664.30. This work has not begun. Alternatives to approving this change order are to bid this work as a stand-alone project or not perform the work at all. The price per square foot for this overlay project compares favorably to two recent overlay projects. For this work, the price is \$1.87 per square foot; for the recently-completed Mills Avenue overlay project, the price was \$2.09 per square foot; and for the recently-awarded Ham Lane overlay project, the price was \$2.04 per square foot.

The total cost of the above-listed change orders is \$771,214.93 or approximately 27 percent of the original contract value. An appropriation of \$764,811 is requested to cover the costs of these change orders. The storm drain repair will be funded by the storm drain operating fund (\$4,606) and the wastewater service installation (\$2,583) will be funded by the wastewater operating fund.

The Phase Three contract is a unit-price-based contract. We have become aware that, in particular, two items of work (replacement of asphalt concrete pavement and import fill material) will have increased quantities over the contract amount resulting in an estimated \$700,000 increase in the contract value. Appropriation of funds for this extra unit-price-based work will be submitted for approval at the time Council accepts the project.

Prior to the August 7, 2013 City Council meeting, Councilmember Johnson presented a list of questions regarding this Council Communication. Staff responses to the questions were presented to Councilmember Johnson prior to the meeting. The questions and responses are included as Attachment A. During discussion of this Council Communication, Councilmember Katzakian requested that information be provided to the City Council regarding the cost and budget for Phases 1 and 2 of the Water Meter Program. That information is provided below.

	Budget	Cost
Phase 1	\$4,076,000	\$3,122,764
Phase 2	\$7,043,000	\$6,731,755
Phase 3	\$5,337,000	\$5,298,280 ¹
Subtotal	\$16,456,000	\$15,152,799
Phase 4	\$5,606,000	2014
Phase 5	\$3,987,000	2015
Phase 6	\$5,966,000	2016
Phase 7	\$7,847,000	2017
Total	\$39,862,000	

¹ Estimated cost to complete and this includes \$147,000 in work transferred from Phase 2 to Phase 3 (Change Order No. 2 above) and \$225,565 in work transferred from Phase 5 to Phase 3 (Change Order No. 3 above).

FISCAL IMPACT: The improvements will reduce overall annual maintenance costs.

FUNDING AVAILABLE: Requested Appropriation:
 Wastewater Capital (171493) \$29,000
 Water Capital (181466) \$735,811
 Total \$764,811

Jordan Ayers
 Deputy City Manager/Internal Services Director

F. Wally Sandelin
 Public Works Director

FWS/pmf
 Attachment

Change Orders

Rail Maint Facility -\$52 mil project – much more complex than water meters – over 90% complete with total change orders at less than 10% versus \$2.8 mil water meter project with change orders totaling 27% of total contract value ????

Background Info – Why are “numerous” change orders “anticipated”? Shouldn’t they be the exception rather than the norm?

Change order 1 – No problem with emergency repair of Auto Center and Guild Ave (\$4606). Remainder is suspect – for example – who didn’t know we had to replace 143 meter box lids? Were they broken? – Who broke them? Additional pot holing and misc time and material? Why wasn’t this anticipated in original contract? Why is this just coming to council? It appears that it already is a done deal!

Change order 2 – Abandonments eliminated from one contract and added to another to accelerate closure of one contract and acceptance of the project. Is this a net cost to the city? Why were we accelerating the contract? How much did we save or lose? Was this \$147000 amount put out to bid?

Change order 3 - Ham Lane water main. Similar question as Change order 2. Work originally scheduled to be done in Phase 5 but accelerated to tie in with the Ham Lane overlay project. That makes sense. But – was this already out to bid in Phase 5? If so, shouldn’t this be an offset? Take from Phase 5 and add to Phase 3? If so what is the net/net? If not, how was this \$225000 contract arrived at?

Change order 4 – remove and replace 225 feet of pipe – seems pretty straight forward. Why change order of \$41000?

Change order 5 – Replace 3” main with 6” main. Replacement “overlooked” due to “contradictions” in city records. Are you saying that the cost is due to upsizing to a 6” line? Are you saying that city records suggest that it already was a 6” main?

Change order 6 – no problem with issue of emergency addition and it’s offset versus property owner etc. Why wasn’t subgrade work anticipated? What were the “miscellaneous” time and materials work done during the month in question? Should this also have been anticipated?

Change order 7 – repair of entrance to White Slough during construction of LED center – Who caused the damage? Payment of \$75000 from LEC and remainder from wastewater operating funds. If LEC caused problem why not have them pay all (\$103000)? What is this doing in a water meter contract anyway?

Phase 3 contract = unit priced – Anticipate increased quantities of asphalt concrete and fill material for \$700000. Not for approval now – why even list at this time? What is unit cost of asphalt and fill? \$90 ton and \$20 yard?

General comment: Change order amounts are commonly in the 10% range or less for Public Works projects. Generally, the changes are refinements to the design reflective of changed field conditions not indicated on the bid plans. The change orders for the Water Meter Program Phase 3 project presented in the Council Communication are, in large part, expansions of the scope of the contract work. Another point to be made is that we are dealing with pipes that were constructed 60 - 75 years ago and our records are not always accurate with respect to size and location. Also, in the past, the change order summaries are provided to the City Council at the time of acceptance. Because we knew the numbers were growing, Rad and I felt it was important to make the Council aware of the anticipated changes so there were no surprises at the end of the project. The cost numbers are still within the planned budget ranges for this phase of the meter program. The bids we received for Phase 3 were substantially lower than estimated. Past practice has been that change orders are not brought to the Council for approval but for information when the cost of the change order can be covered by the project appropriation. I explain further in the order of your comments.

1. These numbers are the exception to the norm because much of the work to be included in the contract is beyond the scope of the original bid.

2. Change Order No. 1 was an emergency repair to our storm drain system that involved 48 inch diameter pipe that our crews could not handle and it was expedient to ask Knife River Construction (KRC) to perform the emergency repairs. We had storm water bubbling up into the street. The pot holing work in the contract was specific to streets and locations where pipe locations and pipe sizes needed to be confirmed based upon the plans. In the case of Lake and Loma Streets the information on the plans was discovered to be incorrect and additional potholing was need to confirm the true pipe sizes and the identify where the pipe size changed in the street. In these cases the City-provided utility information was incorrect. As I mentioned, past practice has been that a change order is not brought to the council if the cost is within the project appropriation. This change order value is within the project appropriation.

3. Teichert Construction completed approximately 12% of the abandonment work for the Phase 2 project. We experienced substantial claims for extra work in the course of that work and City crews were required to provide many hours of support services attempting to locate backyard pipes and their connections to adjacent mains. It became evident the working relationships with staff and the contractor were deteriorating quickly and work was slowing considerably. The City's relationship with Teichert was moving closer to contentious rather than reconciliation. The work appeared it would extend into 2013. This was very different from our experience with the Phase 1 contractor that was by chance KRC. The City did not pay Teichert for \$115,000 of their contract work and avoided the incurrence of substantial extra work charges and commitment of crew time that we simply did not have. As a result, our crews spent much of the next several months locating the pipes and the pipe connections to support the future abandonment of the small diameter backyard mains. The Change Order amount from KRC of \$147,000 is a not to exceed budget amount and the cost will be paid on a time and material basis. We are hoping the net cost to the City will be less with KRC than with Teichert. It is not prudent to bid this work as a separate project because KRC has proven abilities, they are onsite already, there is no mobilization, and limited additional administrative costs.

4. The Meter Program Phase 5 project will be bid in 2015. This work will be eliminated from the Phase 5 project. Again, we are taking advantage of a continuing favorable construction climate. Since we do not have a price for the Phase 5 project I cannot be precise in what the net/net will be. But there is a lot more that just building 1110 feet of 10-inch pipe. We are also installing 30 new services, connecting to the existing main, abandoning the old main, closing two lanes of

traffic during construction, and restriping the street. By comparison the unit price for the 10-inch pipe in Ham Lane is \$75 per foot compared to the contract price of \$72 per foot for other 8-inch pipe in the Phase 3 project.

5. This is a change order because it is an addition to the project. This is a design oversight issue. Whenever we find 60-year old plus asbestos pipe, our first action is to remove it because it has become soft over the years. We were not aware of this pipe's existence. The cost is relatively high per unit foot because the work has to occur around existing utilities and the work is relatively small in scope.

6. You are correct that our City records were incorrect. Our replacement design guideline has been to replace all small diameter water pipe. Our records showed the pipe to be a 6-inch main but a former City employee lives on the street and led us to the information confirming it to be a 3-inch diameter. We are confident this will improve low pressure conditions on this street we had a struggle with before.

7. It is very difficult to discover subbase conditions before removing the asphalt. In fact, a good part of the anticipated \$700,000 increase costs (based upon unit prices applied to quantities) is related to unsuitable soil conditions. When we excavate the trench for the new pipe, the soil is too wet to be used for backfill and we have to dry the soil at the staging area before it can be used for trench back fill. The same condition applied to the subbase material when we ground out the asphalt for repaving. Upon the recommendation of our Geotechnical Consultant, Neil O. Anderson, we attempted a cement treatment of the base to firm it up. It was a mess and our current approach is to put down the first lift of asphalt on the soft material after allowing a few days for the soil to dry. If the asphalt holds up under load, we then apply the final lift. This seems to be working and we have had to excavate very few residual soft areas. The miscellaneous time and material charges are for unforeseen site conditions discovered during the performance of generally the service installations. Examples include leaking fittings, rusted pipe, non-standard lateral pipe materials, etc. These issues are almost always buried and are next to impossible to anticipate in the bid materials.

8. Our conceptual agreement with the LEC project was that they would put down a double lift overlay on the access road to the White Slough office and the LEC site. Upon closer inspection of the road condition, we found localized pavement failures that were pre-existing and not the fault of the LEC project. It is for that reason the wastewater utility is paying for approximately \$29,000 of the cost. This work can be bid as a separate project if the Council prefers. We asked KRC to do the work for expedience purposes. We believe the price to be competitive.

9. As in the past 2 phases of the meter program, we have been fairly aggressive in designating the width of the trench past over the new pipelines. The contractor bid price was based upon a 4-foot wide patch and we are often putting down a 12-foot wide patch. We have decided for future phases of the water meter program to bid the wider trench patch rather than deal with the increased project cost at the end of the project. Again, a not significant part of the \$700,000 anticipated overrun based upon unit prices applied to quantities, is the inclusion of additional suitable soil material for trench backfill.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE CHANGE ORDERS NO. 2
THROUGH 7 TO CONTRACT WITH KNIFE RIVER
CONSTRUCTION, OF STOCKTON, FOR WATER METER
PROGRAM PHASE 3 AND FURTHER APPROPRIATING FUNDS

WHEREAS, on March 20, 2013, City Council awarded the contract for construction of the Water Meter Program Phase 3 to Knife River Construction in the amount of \$2,898,200; and

WHEREAS, as with the other construction phases of the Water Meter Program, numerous change orders are anticipated over the duration of the Phase 3 project; and

WHEREAS, Change Orders No. 2 through 7 include water main and water service abandonments from Phase 2; replacement of water main in Ham Lane between Holly Drive and Lockeford Street, in Loma Drive between Turner Road and Holly Drive, and in Westwood Avenue between Holly Drive and Lockeford Street; installation of two new water and wastewater services at 401 South Washington Street; cement subgrade treatment on Lakehome Drive between Park Avenue and Laurel Avenue; and repair of the White Slough Water Pollution Control Facility entrance road; and

WHEREAS, the total cost of the above-listed change orders is \$771,214.93 or approximately 27 percent of the original contract value.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Change Orders No. 2 through 7 to contract with Knife River Construction, of Stockton, California, for Water Meter Program Phase 3, in the amount of \$771,214.93; and

BE IT FURTHER RESOLVED that funds in the amount of \$764,811 be appropriated for the project from the Wastewater Capital and Water Capital accounts.

Dated: August 21, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Extension of Agreement with Cintas, of Stockton, for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees (\$78,000)

MEETING DATE: August 21, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute extension of agreement with Cintas, of Stockton, for rental and cleaning of uniforms for certain field and warehouse employees, in the amount of \$78,000.

BACKGROUND INFORMATION: The contract, which provided for up to three one-year extensions, was awarded to Cintas per Resolution No. 2011-69 and expired on June 30, 2013. The resolution authorized the City Manager to execute the extensions. However, the contract is on a price-per-unit basis, and Cintas is asking for an increase in pricing, which was not included in the original contract. The contract extension would extend the contract through June 30, 2014, and allow for an increase in the contract prices based on the Consumer Price Index (CPI), not to exceed 5 percent. The contract includes uniforms for the Facilities Services, Fleet Services, Streets, Water/Wastewater, Community Center and Parks divisions employees, as provided in the memorandums of understanding. Seat covers, rags, towels and floor mats used in the divisions are also a part of the contract.

The contract is on a price-per-unit basis and the total contract price amount may fluctuate dependent on employee turnover and changes to employees' uniforms, such as size or style. Staff recommends the extension to the contract with allowance for a CPI escalator, for an amount not to exceed \$78,000.

FISCAL IMPACT: The annual contract amount is anticipated to be approximately \$68,000 with a not-to-exceed amount of \$78,000

FUNDING AVAILABLE: Uniforms and other items are budgeted in the appropriate operating accounts (103511, 260561, 3215011, 170401, 170403, 180451, 345525, 347316, 347313, 347312, 347211).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

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

APPROVED: _____
Konradt Bartlam, City Manager

CONTRACT EXTENSION AGREEMENT
FOR UNIFORM RENTAL SERVICES

THIS CONTRACT EXTENSION AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Renter", and CINTAS, hereinafter called "Contractor."

1. CONTRACT EXTENSION: Contractor and Renter, entered into a contract for uniform rental services, on July 1, 2011, providing that the contract could be extended by mutual agreement.
2. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of twelve (12) months, commencing July 1, 2013 and terminating June 30, 2014. All other terms will remain as set forth in the Contract Agreement attached as Exhibit A.
3. PRICES: Prices may be increased annually in a percentage amount equal to the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California, All Items (1982-84+100) for the twelve month period ending December 31 of the preceding calendar year, not to exceed 5% with total contract amount not to exceed \$78,000.

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

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

CINTAS, hereinabove called "Contractor"

KONRADT BARTLAM, City Manager

Attest:

RANDI JOHL-OLSON, City Clerk

Approved as to Form:



D. STEPHEN SCHWABAUER, City Attorney

**UNIFORM RENTAL SERVICES
2011-2013**

CONTRACT

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE III - Deleted

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

CONTRACT ITEMS

CONTRACT ITEM 1. SHIRTS

ITEM TYPE, DESCRIPTION	Column A UNIT COST PER WEEK (1 unit =5 items/week)	Column B EMPLOYEE COUNT	ITEM COST PER WEEK (Column A x Column B)
50/50 POLYESTER/COTTON SHORT SLEEVE POLO SHIRTS WITH POCKET	\$ 3.30	25	\$ 82.50
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, WITH POCKET (KHAKE, BLUE, ETC.)	\$ 3.30	10	\$ 33.00
SHORT SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, WITH POCKET (KHAKE, BLUE, ETC.)	\$ 3.30	10	\$ 33.00
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.30	9	\$ 29.70
SHORT SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.30	8	\$ 26.40
LONG SLEEVE 100% COTTON SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.63	4	\$ 14.52
SHORT SLEEVE 100% COTTON SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.63	4	\$ 14.52
SHORT SLEEVE 100% COTTON SHIRT, KHAKE IN COLOR, WITH POCKET	\$ 3.63	1	\$ 3.63
LONG SLEEVE 100% COTTON SHIRT KHAKE IN COLOR, WITH POCKET	\$ 3.63	1	\$ 3.63
MAKE UP CHARGES FOR SEASONAL CHANGES (IF ANY) PER ITEM	\$ 1.50	1	\$ N/A
TOTAL CONTRACT ITEM 1. PER WEEK			\$ 240.90

CONTRACT ITEM 2. PANTS

ITEM TYPE, DESCRIPTION	DESCRIPTION ITEM NUMBER	Column A UNIT COST PER WEEK (1 unit =5 items/Week)	Column B EMPLOYEE COUNT	ITEM COST (Column A x Column B)
14.5 OZ. PRE-SHRUNK COTTON DENIM JEANS (RELAXED FIT OR REGULAR FIT)	Brand: CARHARTT	\$ 4.95	53	\$ 262.35
PANTS 65/35 POLY/COTTON	945	\$ 3.08	6	\$ 18.48
PANTS 65/35 POLY/COTTON CARGO	270	\$ 3.85	12	\$ 46.20
TOTAL CONTRACT ITEM 2. PER WEEK				\$ 327.03

CONTRACT ITEM 3. JACKETS & COVERALLS

ITEM TYPE AND DESCRIPTION	DESCRIPTION ITEM NUMBER	Column A UNIT COST PER WEEK (1 unit =1 items/Week)	Column B TOTAL COUNT	ITEM COST (Column A x Column B)
WAIST LENGTH JACKET 65/35 POLY/COTTON TWILL, QUILTED LINING. TWO (2) JACKETS PER EMPLOYEE (8 EMPLOYEES)	677 PERMA-LINED SPORT JACKET	\$ 1.00	16	\$ 16.00
COVERALLS FLAME RESISTANT NFPA-70E LEVEL 2 COMPLIANT TWO (2) PER EMPLOYEE (2 EMPLOYEES)	82302 INDURA ULTRA- SOFT COVERALLS	\$ 1.58	4	\$ 6.32
	TOTAL CONTRACT ITEM 3. PER WEEK			\$ 22.32

CONTRACT ITEM 4. FLOOR MATS, RAGS, & MISCELLANEOUS

ITEM TYPE, DESCRIPTION	DESCRIPTION	UNIT COST PER ITEM PER WEEK	UNIT COUNT	TOTAL COST COUNT TIMES UNIT COST
RAGS, 18X18 WIPERS (BAG OF 25)	2160	\$ 0.14	300	\$ 42.00
BAR TOWELS (BAG OF 25)	2700 & 2702	\$ 0.15	225	\$ 33.75
3X5 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	84335	\$ 3.00	20	\$ 60.00
4X6 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	84435	\$ 4.00	9	\$ 36.00
3X10 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	84035	\$ 5.00	3	\$ 15.00
DRY MOP 36-INCH		\$ 1.20	1	\$ 1.20
	TOTAL CONTRACT ITEM 4. PER WEEK			\$ 187.95

CONTRACT ITEM 5. PATCHES & EMBROIDERING

ITEM TYPE, DESCRIPTION	DESCRIPTION	UNIT COST PER ITEM	UNIT COUNT	TOTAL COST COUNT TIMES UNIT COST
SUPPLY AND ATTACH PUBLIC WORKS AND/OR PARKS DEPARTMENT SHOULDER PATCH	SHOULDER PATCH	\$ 5.00*	988	\$ 4,940.00
SUPPLY AND ATTACH NAME PATCH	EMPLOYEE NAME	\$ 1.50*	988	\$ 1,482.00
COST TO EMBROIDER "CITY OF LODI" AND EMPLOYEE NAME ON POLO SHIRTS	EMBROIDERY	\$ 3.50*	273	\$ 955.50
<i>*One Time Service Only; Not a weekly item.</i>	TOTAL CONTRACT ITEM 5.			\$ 7,377.50

CONTRACT TOTALS ITEMS 1, 2, 3, 4 and 5.	
TOTAL CONTRACT ITEM 1. PER WEEK	\$ 240.90
TOTAL CONTRACT ITEM 2. PER WEEK	\$ 327.03
TOTAL CONTRACT ITEM 3. PER WEEK	\$ 22.32
TOTAL CONTRACT ITEM 4. PER WEEK	\$ 187.95
SUBTOTAL ITEMS 1., 2., 3., & 4.	\$ 778.20
SUBTOTAL WEEKLY COST	\$ 778.20
TOTAL BIENNIAL COST (WEEKLY COST X 104)	\$ 80,932.80
SALES TAX (IF APPLICABLE)	\$ N/A
TOTAL CONTRACT ITEM 5. (ONE TIME ONLY)	\$ 7,377.50
GRAND TOTAL (TOTAL BIENNIAL COST PLUS TOTAL CONTRACT ITEM 5.)	\$ 88,310.30

90,465²⁰/yr

OPTIONAL CONTRACT ITEM (Not Counted in Contract Total)

ITEM TYPE, DESCRIPTION, & (APPROXIMATE COUNT)	BIDDERS DESCRIPTION	COST PER ITEM	TOTAL COST
SUPPLY 3 UNITS DOUBLE HEIGHT LOCKERS APPROXIMATELY 2.5' WIDE FOR EIGHT LOCKERS	Rental	\$ 2.50	\$ 7.50

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

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

ARTICLE VII – Deleted

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 731 WORKING DAYS. Start date is July 1, 2011, and end date is June 30, 2013. By mutual agreement, the supplier and City may enter into an agreement for up to three (3) one-year extensions of this contract upon the same terms and conditions set forth herein.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE. THERE ARE NO LIQUIDATED DAMAGES ASSOCIATED WITH THIS CONTRACT.

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

CONTRACTOR:

CITY OF LODI

Cintas Corporation

By: [Signature]
Konradt Bartlam
City Manager

By: [Signature]

Date: 6-8-11

Uniform Sales Representative
Title

Attest:
[Signature]
Randi Uehli
City Clerk

(CORPORATE SEAL)

Approved as to form:
[Signature]
D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
EXTENSION OF AGREEMENT WITH CINTAS, OF STOCKTON,
FOR RENTAL AND CLEANING OF UNIFORMS FOR CERTAIN
FIELD AND WAREHOUSE EMPLOYEES

=====

WHEREAS, the contract for the rental and cleaning of uniforms for certain field and warehouse employees was awarded to Cintas per Council Resolution 2011-69 and expired on June 30, 2013; and

WHEREAS, the contract provided for three one-year extensions; and

WHEREAS, the resolution authorized the City Manager to execute extensions to the contract, however, Cintas is asking for an increase in pricing, which was not included in the original contract; and

WHEREAS, the contract extension will extend the contract through June 30, 2014, and allow for an increase in the contract prices based on the Consumer Price Index (CPI), not to exceed 5 percent; and

WHEREAS, the contract is on a price-per-unit basis and the total contract price amount may fluctuate dependent on employee turnover and changes to employees' uniforms, such as size or style; and

WHEREAS, staff recommends the extension to the contract with allowance for a CPI escalator for an amount not to exceed \$78,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the one-year extension of the agreement with Cintas, of Stockton, California, for the rental and cleaning of uniforms for certain field and warehouse employees, in an amount not to exceed \$78,000; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute this extension and two subsequent one-year extensions with allowances for an increase in the contract prices based on the Consumer Price Index, not to exceed 5 percent.

Dated: August 21, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment to Lease Agreement with T-Mobile West, LLC, for Ground Space Lease at 1331 South Ham Lane

MEETING DATE: August 21, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment to lease agreement with T-Mobile West, LLC, for ground space lease at 1331 South Ham Lane.

BACKGROUND INFORMATION: The original term of this lease was for 10 years, commencing on July 1, 1999 and ending on June 30, 2009. The lease also granted the tenant an option to extend for one additional five-year period. This option period commenced on July 1, 2009 and is set to expire June 30, 2014. The amendment to this agreement would allow for two additional and successive five-year option periods to extend the contract. The option periods would allow for automatic extensions of the contract through June 30, 2024. Subsequent extensions will be by mutual consent of the tenant and the City. The City currently receives monthly rent in the amount of \$756.29. The lease allows for a yearly rent escalator of 3 percent.

FISCAL IMPACT: The two additional five-year extension periods would collect approximately \$119,724 in revenue to the General Fund.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst

FWS/RAY/pmf

APPROVED: _____
Konradt Bartlam, City Manager

**FIRST AMENDMENT TO LEASE AGREEMENT
(Ground Space at 1331 S. Ham Lane)**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**First Amendment**") is entered on the _____ day of _____, 2013, by and between the City of Lodi, a municipal corporation ("**Landlord**"), and T-Mobile West LLC, a Delaware limited liability company, formerly known as T-Mobile West Corporation, as successor-in-interest to TMO CA/NV LLC, formerly known as Pacific Bell Wireless, LLC, successor in interest to Pacific Bell Mobile Services ("**Tenant**").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated August 18, 1999 (referred to herein as the "**Lease**"), whereby Landlord leased to Tenant certain ground space therein described (the "**Premises**"), located on property commonly known as 1331 S. Ham, City of Lodi, County of San Joaquin, State of California, APN 031-040-50 (the "**Property**"), formerly known as 1145 S. Ham Lane, Lodi, San Joaquin County, Assessor's Parcel Number 031-040-21.

WHEREAS, Landlord and Tenant desire to amend the Lease to: (i) extend the Term of the Lease and (ii) update Tenant's notice address.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Section 2, Term. Section 2 of the Lease entitled, "**Term**" is hereby deleted in its entirety and replaced in full follows:

"a. The Term of this Lease ("**Term**") shall be ten (10) years commencing on July 1, 1999 (the "**Commencement Date**") and ending on June 30, 2009.

b. Tenant is hereby granted options to extend the Term of this Lease on the same terms and conditions as set forth herein for up to three (3) additional and successive five (5) year periods each (each an "**Option Period**"). This Lease shall automatically be extended for each Option Period unless Tenant notifies Landlord in writing of Tenant's intention not to extend this Lease at least ninety (90) days prior to the expiration of the then current Option Period. Subsequent extensions other than as set forth above will be by mutual consent of Tenant and Landlord under the same terms and conditions; provided, however, that if Tenant and Landlord fail to agree to subsequent extensions, then this Lease shall continue in force upon the same terms and conditions for a further period of one (1) year and for like annual periods thereafter, until and unless terminated by either party by giving to the other written notice of its intention to so terminate at least one (1) year in advance prior to the date of lease expiration."

Market: Sacramento
Site Number: SC02225A
Site Name: City of Lodi

2. Section 24, Notices. Section 24 of the Lease entitled, "Notices" is hereby amended to delete the notice address for Tenant in its entirety and replace it in full with the following:

"T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / SC07246A"

3. Signature Authority. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

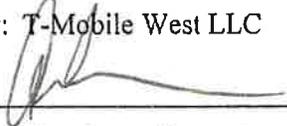
4. Miscellaneous. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Lease. In case of any inconsistency between the terms and conditions contained in the Lease and the terms and conditions contained in this First Amendment, the terms and conditions herein shall control. The Lease remains in full force and effect as amended hereby.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day, month and year of last execution as set forth below.

Landlord: City of Lodi

Tenant: T-Mobile West LLC

By: _____

By:  _____

Name: Konradt Bartlam

Name: Anthony Howard

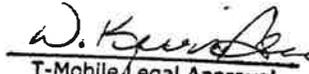
Title: City Manager

Title: Market Manager

Date: _____

Date: 5-29-13

ATTEST:


T-Mobile/Legal Approval
Kevin Brinkley

Randi Johl-Olson
City Clerk

APPROVED AS TO FORM:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2013-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AND AUTHORIZING CITY MANAGER TO
EXECUTE AMENDMENT TO LEASE AGREEMENT
WITH T-MOBILE WEST, LLC, FOR GROUND SPACE
LEASE AT 1331 SOUTH HAM LANE

=====

WHEREAS, the original term of the lease between T-Mobile West, LLC, for ground space at 1331 South Ham Lane was for a 10-year period, commencing on July 1, 1999 and ending on June 30, 2009; and

WHEREAS, the option for a five-year lease extension was exercised, extending the lease to June 30, 2014; and

WHEREAS, the amendment to this agreement provides for two additional and successive five-year option periods and will allow for automatic extensions of the contract through June 30, 2024; and

WHEREAS, the City currently receives monthly rent in the amount of \$756.29 and the lease allows for a yearly rent escalator of 3 percent.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the lease agreement with T-Mobile West, LLC, for ground space at 1331 South Ham Lane; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the amendment.

Dated: August 21, 2013

=====

I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Baumbach & Piazza, Inc., of Lodi, for Topographic Survey Work for Harney Lane Grade Separation Project and Appropriating Funds (\$24,000)

MEETING DATE: August 21, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Baumbach & Piazza, Inc., of Lodi, for topographic survey work for Harney Lane Grade Separation project and appropriating funds in the amount of \$24,000.

BACKGROUND INFORMATION: On November 14, 2011, the City entered into a Professional Services Agreement with Baumbach & Piazza, Inc., to perform topographic survey work as part of the Harney Lane Grade Separation Project. Baumbach & Piazza, Inc., completed the survey work as described in its scope of work and its contract was completed. Since that time, the Harney Lane Grade Separation Project has expanded the limits of work and is requiring more topographic survey work to be completed. The Public Works Department is recommending the Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Baumbach & Piazza, Inc., for topographic survey work for the Harney Lane Grade Separation in the amount of \$24,000. The agreement, scope of services and fee estimate are provided in Exhibit A.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Requested Appropriation:
Harney Lane Grade Separation (322022): \$24,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Assistant Engineer
FWS/CB/pmf
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BAUMBACH & PIAZZA, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

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

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on August 26, 2013 and terminates upon the completion of the Scope of Services or on August 25, 2014, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), 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: Chris Boyer

To CONTRACTOR: Baumbach & Piazza, Inc.
 323 W. Elm Street
 Lodi, CA 95240

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL-OLSON
City Clerk

KONRADT BARTLAM
City Manager

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

BAUMBACH & PIAZZA, INC.

By: _____



By: _____

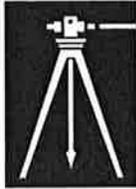
Name:
Title:

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

Funding Source: 322022
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\Baumbach Piazza_HutchinsSignal

CA:rev.07.2013



BAUMBACH & PIAZZA, INC.

CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street
Lodi, CA 95240-2003
Phone (209) 368-6618
Fax (209) 368-6610

July 3, 2013

City of Lodi
Attn: Wally Sandelin
Lodi City Hall
221 West Pine Street
Lodi, CA 95241

Agreement for Professional Services

Dear Wally,

In accordance with your request I am pleased to present this agreement to provide the topographic survey services associated with the Harney Lane Grade Separation as requested. The total cost for the services listed below shall not exceed **\$24,000.00**. This letter serves as our proposal and scope for services as follows:

Scope of Services Included:

- Topographic Survey
 - a. Field work necessary to provide supplemental topographic survey information for proposed signal project site located on Hutchins Street, south of Harney Lane.
 - Topography to include cross-sections of Harney Lane, extending 800 feet west of Hutchins Street, cross-sections of the future location of the driveway from Maggio Circle to Valley Iron Works, cross-sections of Stockton Street, extending 250 feet south of Harney Lane, and cross-sections of Harney Lane, extending 450 feet east of Stockton Street.
 - Topographic base mapping shall show existing grades with accuracy within 0.05 feet. Horizontal and vertical control for topographic maps shall be tied to City of Lodi GPS Control Network (37 RS 40). Vertical control will be tied to the San Joaquin County benchmark system.

Proposed Fee and Method of Payment:

Based on the understanding of your requirements, the not-to-exceed breakdown of the fees required for these services are as follows:

a. Topographic Survey\$ 24,000.00

Our proposed services will be performed on a time and materials basis and shall be billed semi-monthly.



EXHIBIT C

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

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$2,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

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

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

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

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	7/30/2013
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	322		3205	Fund Balance	\$ 24,000.00
B. USE OF FINANCING	322	322022	7323	Harney Ln Grade Separation	\$ 24,000.00

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.

Professional Services Agreement with Baumbach & Piazza for pre-construction engineering surveying for the Harney Lane Grade Separation project

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

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: *Alway Sanchez*

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH BAUMBACH &
PIAZZA, INC., OF LODI, FOR TOPOGRAPHIC SURVEY WORK
FOR THE HARNEY LANE GRADE SEPARATION PROJECT AND
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, on November 14, 2011, the City entered into a Professional Services Agreement with Baumbach & Piazza, Inc., to perform topographic survey work as part of the Harney Lane Grade Separation Project. Baumbach & Piazza, Inc., completed the survey work as described in their scope of work and their contract was completed; and

WHEREAS, the Harney Lane Grade Separation Project has expanded the limits of work and is requiring more topographic survey work to be completed; and

WHEREAS, staff recommends the City Manager execute a Professional Services Agreement with Baumbach & Piazza, Inc., for the topographic survey work for the Harney Lane Grade Separation.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a Professional Services Agreement for topographic survey work for the Harney Lane Grade Separation Project with Baumbach & Piazza, Inc., of Lodi, California, in the amount of \$24,000; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the agreement; and

BE IT FURTHER RESOLVED that funds in the amount of \$24,000 be appropriated for the project from the Harney Lane Grade Separation account.

Dated: August 21, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with American Insulation to Administer the Lodi Low-income Residential Weatherization Pilot Program (\$200,000)

MEETING DATE: August 21, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with American Insulation to administer the Lodi Low-income Residential Weatherization Pilot Program in an amount not to exceed \$200,000.

BACKGROUND INFORMATION: Staff is proposing to create the City of Lodi's first-ever low-income customer home weatherization program. The *Lodi Residential Low-income Weatherization Pilot Program* would only be offered to those customers currently assigned to the ED or EDMR residential electric utility rate tariffs (these are utility rates provided by the City of Lodi to residential customers who meet the current income guidelines, as established by the San Joaquin County Health & Human Services Agency).

American Insulation, which provides similar program services to Modesto Irrigation District, Pacific Gas and Electric, Sacramento Municipal Utility District, and Turlock Irrigation District, will serve as the pilot program administrator. In this role, American Insulation will assist City staff in marketing the program, identifying eligible customers, conducting on-site assessments of needed energy efficiency measures, and then installing designated and approved energy efficiency measures. Where applicable and possible, American Insulation will utilize Lodi vendors for materials and services. Some of the improvements available under this pilot program include: attic insulation, weather-stripping, caulking, pipe insulation, utility gaskets, air conditioning replacement, installation of hard-wired compact fluorescents, room lighting occupancy sensors, window glass replacement, hot water heater blanket installation, and low-flow faucet aerators and showerheads. On a case-by-case basis, EnergyStar® refrigerators will be provided.

In addition to meeting the income guidelines noted above, customers must (in phase one of this pilot program) own the single-family residence or duplex where energy efficiency measures will be installed. Phase two of this pilot program will include low-income customers who rent a single-family dwelling or duplex/triplex/fourplex. The maximum grant available per qualifying residential unit is \$2,000. Note: the customer will also be eligible for grants from PG&E, increasing the overall number of energy efficiency measures installed at each residential dwelling.

FISCAL IMPACT: The exact fiscal impact cannot be determined at this time; it will depend upon the total number of customer participants in this pilot program. However, an educated estimate of the total energy savings achieved via this program, is roughly 250,000 kilowatt hours of electricity saved, and a dollar impact of approximately \$45,500.

APPROVED: _____
Konradt Bartlam, City Manager

FUNDING: Included in FY 2013/14 Budget Account No. 164606.7323

Elizabeth Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Business Development Manager

EAK/RSL/lst

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and American Insulation (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 the Lodi Low-income Residential Weatherization Pilot Program (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on August 21, 2013 and terminates upon the completion of the Scope of Services or on June 30, 2014, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), 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: Rob Lechner, Business Development Manager

To CONTRACTOR: American Insulation
 1380 Venture Lane
 Turlock, CA 95380
 Attn: Elise Kleiber

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

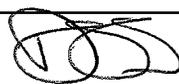
ATTEST:

RANDI JOHL-OLSON
City Clerk

KONRADT BARTLAM
City Manager

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

American Insulation

By: _____


By: _____

Name: Elise Keliber
Title: Vice President

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

Funding Source: 164606-7323
(Business Unit & Account No.)

Doc ID:

CA:rev.07.2013

Exhibit A: Scope of Services

Lodi Low-income Residential Weatherization Pilot Program Scope of Services

Performed

by

AMERICAN INSULATION, INC.

**Elise Kleiber, Vice President
American Insulation, Inc.
ekleiber@americaninsul.com
209-216-1950**

Program Summary

American Insulation, Inc. proposes to furnish and install residential weatherization services including but not limited to attic insulation, CFLs, occupancy sensors, interior/exterior hardwired lighting, caulking and weatherstripping to enhance the homes energy savings capabilities by lowering the homes overall electrical usage. American Insulation, Inc. proposes to perform these services in conjunction with other energy savings measures provided by the gas utility's Energy Savings Assistance Program.

Scope of Services provided:

- Identify income qualified customers in the Lodi Utility area;
- Perform an energy audit of the home;
- Educate the customer regarding energy efficiency practices;
- Perform weatherization services to decrease the homes overall energy usage.
- Perform quality assurance reviews on a percentage of homes to ensure the highest levels of customer satisfaction.

LIGHTING AND COOLING MEASURES PROVIDED BY LODI UTILITY

- 1) WINDOW A/C REPLACEMENT
- 2) CFL'S
- 3) EVAPORATIVE COOLER
- 4) EXTERIOR HARD WIRE LIGHT
- 5) INTERIOR HARD WIRE LIGHT
- 6) OCCUPANCY SENSOR

WATER MEASURES PROVIDED BY THE UTILITY THAT PROVIDES THE FUEL SOURCE TO THE WATERHEATER

- 1) FAUCET AERATORS
- 2) PIPE INSULATION
- 3) SHOWERHEAD
- 4) WATERHEATER BLANKET

WEATHERIZATION MEASURES PROVIDED BY THE UTILITY THAT PROVIDES THE HEAT SOURCE

- 1) ATTIC ACCESS WEATHERSTRIPPING
- 2) CAULKING
- 3) DOOR WEATHERSTRIPPING
- 4) EVAPORATIVE COOLER COVER
- 5) UTILITY GASKETS
- 6) MINOR HOME REPAIR

ATTIC INSULATION

PROVIDED BY THE UTILITY THAT PROVIDES THE HEAT OR AIR CONDITIONING SOURCE.

PGE – R11 OR LESS EXISTING TO QUALIFY – INSTALL TO R30

LODI UTILITY - R19 OR LESS TO QUALIFY – INSTALL TO R38

Exhibit B: Fee Proposal

NOT TO EXCEED \$200,000
 THE FOLLOWING PRICES ARE GOOD THROUGH JUNE 30, 2014

American Insulation, Inc
 1360 Venture Lane
 Turlock, CA 95380
 P: (888) 334-6195 F: (209) 216-1954

Elise Kleiber, Vice President

			ALL MINOR HOME REPAIR ITEMS ARE TIME & MATERIAL - LABOR RATE \$57.50
			NUMBERS IN PARENTHESIS ARE MEASURE MAXIMUMS
ATTIC INSULATION		\$1.09 per sq. ft	Attic Access Install (2)
A/C REPLACEMENT	10-15K	\$770.00 each	Ceiling Repair (25sq.ft.)
	18k	\$850.00 each	Cover Plates (all Feas.)
CFL'S		\$7.00 each	Door Jambs (5)
EVAP COOLER		\$750.00 each	Door Patch/ Plate(4)
EXT HWD		\$70.97 each	Door Replacement (2)
INT HWD		\$70.97 each	Exhaust Fan Vent Repair (Attic (3), Dryer (1), and Mobile (1)
OCC. SENSORS		\$51.50 each	Foam Wall Patch (15)
ATTIC ACCESS W/S		\$17.39 each	Glass Replacement (50 sq. ft.)
CAULKING		\$76.56 per home	Glazing Compound
DOORS W/S		\$72.58 each	MHR Shop Fee (1) (for repairs of holes 1" or less)
EVAP COOLER COVER		\$62.42 each	Specialty Glass (\$275)
UTILITY GASKETS		\$33.00 per home	Thresholds (3)
FAUCET AERATORS		\$8.00 each	Vent Repair (AWH (1) and Heater (1))
PIPE INSULATION (ft.)		\$3.90 lineal ft	Wall Repair (Exterior (5 sq. ft.) and Interior (8 sq. ft.)
SHOWERHEADS	Reg	\$27.00 each	Window Assembly Replacement (<12 sq. ft. per window)
	Handheld	\$35.00 each	>12 sq. ft. per window (50 sq. ft.)
WATERHEATER BLANKET		\$60.00 each	Window Sash Repair (2)



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

- | | |
|---|---|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Ea. Occurrence
\$2,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 - 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, 95240-1910; (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, which may be blanket endorsements, shall be furnished to the City:

- (a) **Additional 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 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) **Completed Operations Endorsement**
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 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. A waiver of subrogation is required for workers compensation insurance. 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.

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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KO

DATE (MM/DD/YYYY)

07/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schell & Associates Insurance Agency - License #0E75909 7901 Raytheon Road San Diego, CA 92111 Craig W. Schell, Pres.		Phone: 858-541-7177 Fax: 858-541-7821	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: AMERI-3	FAX (A/C, No): NAIC #
INSURED American Insulation, Inc. 1360-1380 Venture Lane Turlock, CA 95380	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> APPROVED <i>Risk Management</i> AUG 12 2013 <i>By: [Signature]</i> </div>		INSURER(S) AFFORDING COVERAGE	INSURER A: Navigators Specialty Ins Co. INSURER B: Golden Eagle Insurance Corp. INSURER C: Cypress Insurance Co. INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	SF11CGL017201-02	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8632544	04/07/2013	04/07/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3300064144-132	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Weatherization Contract #164606-7323 City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, are named as addl insured per endmt CG2037 07 04 & CG2033 07 04 as required by written contract. Primary wording applies per endmt NPC 800 11 08 as required by written contract. (AIPW)						

CERTIFICATE HOLDER**CANCELLATION**

CITYLO2 City of Lodi 221 W Pine Street Lodi, CA 95241-1910	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD:

HOLDER CODE CITYLO2
INSURED'S NAME American Insulation, Inc.

AMERI-3
OP ID: KO

PAGE 2
DATE 08/13/13

WC: Blanket Waiver of Subrogation Endmt Attached as required by written contract.

POLICY NUMBER: SF11CGL017201-02

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING "COMMERCIAL CONSTRUCTION" DURING THE PERIOD OF THIS POLICY AND HAVE AGREED IN A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED FOR PRODUCTS-COMPLETED OPERATIONS. "COMMERCIAL CONSTRUCTION" DOES NOT INCLUDE ANY HABITATIONAL OR RESIDENTIAL CONSTRUCTION OTHER THAN APARTMENTS OR HOTELS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to 4. c. Method of Sharing, Section IV – Commercial General Liability Conditions:

However, we will not seek contribution from other insurance available to an Additional Insured endorsed to this policy when you have agreed in a written contract, prior to the loss, to provide such Additional Insured with primary and non-contributing insurance.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

Schedule

Person or Organization

Job Description

ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS ISSUED

ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2013

Policy No. 3300064144-132

Endorsement No. 1

Insured AMERICAN INSULATION INC

Premium \$

Insurance Company
Cypress Insurance Company

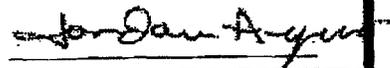
Countersigned by _____

City of Lodi, California
2013 Business Tax Certificate

Lydia Flores
DBA: American Insulation, Inc.
1380 Venture Ln
Turlock, CA 95380

License No: 20448
Corporation
Issued: Jul 22, 2013
Expires: Dec 31, 2013

Certificate granted pursuant to the provisions of Ordinance 1607.
Possession of this certificate shall not authorize, permit, or allow you



RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICE AGREEMENT WITH AMERICAN
INSULATION TO ADMINISTER THE LODI LOW-INCOME
RESIDENTIAL WEATHERIZATION PILOT PROGRAM

=====

WHEREAS, City of Lodi staff offers numerous programs designed to encourage energy efficiency and conservation for residential and non-residential customers; and

WHEREAS, City staff is proposing to implement the Lodi Low-income Residential Weatherization Pilot Program, designed to assist low-income residential customers in reducing their annual utility costs; and

WHEREAS, the new program would include the installation of designated and approved energy efficiency measures for eligible, residential customers; and

WHEREAS, American Insulation, an experienced firm that serves numerous other publically-owned and privately-owned utilities in California with similar programs, will serve as the program administrator for the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a professional service agreement with American Insulation to administer the Lodi Residential Low-income Weatherization Pilot Program in an amount not to exceed \$200,000.

Dated: August 21, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

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

RANDI JOHL-OLSON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Repealing and Reenacting Resolution No. 2012-136 Establishing Fees and Fines for Police, Fire, and Parks, Recreation, and Cultural Services Departments in its Entirety

MEETING DATE: August 21, 2013

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Adopt Resolution repealing and reenacting Resolution No. 2012-136 establishing fees and fines for Police, Fire, and Parks, Recreation, and Cultural Services Departments in its entirety.

BACKGROUND INFORMATION: The City Council at their August 7, 2013 meeting adopted Ordinance No. 1881 adding Section 10.44.125 "Electric Vehicle Charging Stalls" to the Lodi Municipal Code. This section prohibits anyone from parking or blocking a stall or space in a City-owned parking lot designated pursuant to California Vehicle Code Section 22511 unless the vehicle is connected for electric charging purposes.

Staff recommends approving a \$45.00 fine for a violation of this section, which is in alignment with the fines currently set for other City parking violations. In order to revise the appropriate fee schedule, it is necessary to repeal and reenact Resolution No. 2012-136, revising Parking Fine Schedule - Exhibit B, to include a fine of \$45.00 for the violation of this section.

Staff recommends that the City Council adopt the attached Resolution repealing and reenacting Resolution 2012-136.

FISCAL IMPACT: N/A

FUNDING: N/A

Stephen Schwabauer
City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
 REPEALING AND REENACTING RESOLUTION NO.
 2012-136 ESTABLISHING FEES AND FINES FOR
 POLICE, FIRE, AND PARKS, RECREATION, AND
 CULTURAL SERVICES DEPARTMENTS

WHEREAS, the City Council at their August 7, 2013 meeting adopted Ordinance No. 1881 adding Section 10.44.125 "Electric Vehicle Charging Stalls" to the Lodi Municipal Code; and

WHEREAS, this Section prohibits anyone from parking or blocking a stall or space in a City-owned parking lot designated pursuant to California Vehicle Code Section 22511 unless the vehicle is connected for electric charging purposes; and

WHEREAS, it is necessary to revise the Parking Fine schedule - Exhibit B to Resolution 2012-136 to include a fine of \$45.00 for the violation of this section.

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 2012-136 is hereby repealed and reenacted in its entirety and shall read as follows:

WHEREAS, the City periodically reviews and adjusts fees and fines as needed to cover costs of providing the related service to the fee payer; and

WHEREAS, the Police, Fire, and Parks, Recreation, and Cultural Services departments have established fees to recover costs previously absorbed.

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby revise and establish the following fees and fines to go into effect upon adoption:

- Lodi Police Department, as proposed in Exhibit A and B.
- Fire Department:

Fire co. inspection re-inspection fee	\$135 hr.
Private fire hydrant annual inspection	\$135 hr.
Standard hourly rate – Engine / Truck	\$135 hr.

- Parks, Recreation, and Cultural Services:
 - \$32 per night for RV camping at Lodi Lake Park
 - \$4 ticketing fee
 - Hutchins Street Square Pool fees listed below:

	Lodi resident fee	Non-resident fee
Senior/disabled per swim	\$3.50	\$3.75
Senior/disabled punch pass	15/\$40 (Seniors/disabled/ children)	15/\$45 (Seniors/disabled/ children)
Adults	\$4.75	\$5
Adults punch pass	15/\$58	15/\$63
Two-hour rental	\$150	\$150

FURTHER RESOLVED, that this Resolution shall take effect on September 6, 2013, which date is at least thirty (30) days after the adoption of Ordinance No. 1881 (adopted August 7, 2013).

Dated: August 21, 2013

=====

I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL-OLSON
City Clerk

Police Fees for Service Survey

Exhibit A

Service	Lodi Current	Galt	Manteca	Stockton	Tracy	Roseville	Elk Grove
Massage Therapist annual renewal	None	\$10.00		\$142.00		\$50.00	\$75.00
Card room License (+DOJ)	\$25.00		\$315.00	\$94.25	\$25.00	\$50.00	
Concealed Weapons Application Review	None		\$20.00				\$20.00
Concealed Weapons Permit	DOJ + \$85	DOJ +\$50		\$95.00	\$163.00	\$215.00	\$75.00
Range Qualification Fee	\$25.00	NA	NA	NA	NA	NA	NA
Solicitor / Peddler license	DOJ + \$25	\$150.00	\$300.00	\$82.25	\$100.00	\$50.00	\$36.00
Tow Truck Driver Initial application	DOJ + \$25			\$81.75	\$60.00	FP + \$50	\$125.00
Fingerprinting (500)	\$15.00	\$20.00	\$20.00	\$20.50	\$20.00	\$15.00	\$44.00
Impound/Stored release fee (850)	\$100.00	\$100.00	\$225.00	\$185.00	\$108.00	\$98.00	\$170.00
Clearance Letter (photo ID required) (25)	None	None	\$20.00	\$20.50	\$20.00	\$20.00	\$20.00
Photographs (10)	None	None	None	\$20.00	\$20.00	\$20.00	\$10.00
Jail Booking Fee (SJ County Surveyed \$37))	None	NA	NA	NA	NA	NA	NA
Lodi not included in the Mean/Median calculations							

Parking Fines Proposed Increases

Exhibit B

Section	Offense	Current Fine	Proposed Fine
10.44.010 B	Overtime Parking	\$33.00	\$45.00
10.44.010 B	Permit Zone on City Streets	\$40.00	\$45.00
10.44.020 B	Parking on Sidewalk or Parkway	\$40.00	\$45.00
10.44.020 C	Parking in alley except loading/unloading	\$40.00	\$45.00
10.44.020 D	Special event "No Parking" when previously posted 24 hours	\$40.00	\$45.00
10.44.020 G	Blocking wheelchair ramp where signed or red curb	\$40.00	\$45.00
10.44.030	Parking exceeds 72 consecutive hours	\$47.00	\$52.00
10.44.040 A	Vehicle "For Sale" except at the residence of owner	\$40.00	\$45.00
10.44.040 B	Display of 3 or more vehicle "For Sale" on Public Property	\$73.00	\$78.00
10.44.040 C	"For Sale" within 200-feet of signalized intersection	\$40.00	\$45.00
10.44.040 D	For Sale on private property within 30 feet of public street	\$40.00	\$45.00
10.44.040 F	Use of public street washing/publishing if charged for service	\$40.00	\$45.00
10.44.050	Parking in position that obstructs traffic	\$40.00	\$45.00
10.44.070	Parking vehicle 6-feet in height, within 100-feet of intersection	\$40.00	\$45.00
10.44.100 A	Angle Parking - out of markings	\$40.00	\$45.00
10.44.100 B	Angle Parking - front wheel within 6 feet of curb	\$40.00	\$45.00
10.44.110 B	Out of designated space - straddling spaces	\$40.00	\$45.00
10.44.125	Obstruct/block access to electric vehicle stall/space in city lots	N/A	\$45.00
10.44.130 B	Permit required zone in City Lot	\$40.00	\$45.00
10.44.150 B	"Loading zone" 20-minute Maximum, 3-minutes for passengers	\$40.00	\$45.00
10.44.150 C	Passenger Loading Zone-3 minutes (freight prohibited)	\$40.00	\$45.00
10.48.010 A	Residential Permit required	\$33.00	\$45.00
10.52.050 A	Commercial vehicle, 10,000 GVW in residential district	\$47.00	\$55.00
10.52.050 B	Commercial vehicle outside specific signed area	\$47.00	\$55.00
10.52.060 A	Semi-trailer unattended without tractor on street	\$47.00	\$55.00
10.52.080 A	Commercial vehicle auxiliary engine within 250-feet resid. Dist	\$73.00	\$78.00
15.40.100 C	Private property Fire Lane properly signed	\$40.00	\$45.00
17.60.190	Commercial vehicles greater than 3,000 GVW in resid. In view	\$40.00	\$45.00
17.60.160 A	Parking on unapproved yard-except when washing/cleaning	\$40.00	\$45.00
CVC Section	Offense	Current Fine	Proposed Fine
22500(a thur i)	Assorted Vehicle Code Violations	\$50.00	No change
22502 (a)	Parallel Parking within 18 inches of curb	\$50.00	No change
22514	Fire Hydrant within 15 feet	\$50.00	\$100.00
5200	Display of License Plate	\$105 / PC \$10	No change
5204	No Current Registration Tag	\$105 / PC \$10	No change
Late Fees	Fees paid if citation not paid/contested within 21 calendar days	\$43.00	\$45.00
	Estimated Annual Increase in Revenue		\$20,000.00



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set a Public Hearing for September 4, 2013, to Consider and Approve the 2012/13 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and an Amendment of the 2013/14 Action Plan to Accommodate the Allocation of Previously Unallocated Funds Received in 2013-14 and the Reallocation of Unused CDBG Funds From Previous Years.

MEETING DATE: August 21, 2013

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Set a public hearing for September 4, 2013, to consider and approve the 2012/13 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and an amendment of the 2013/14 Action Plan to accommodate the allocation of previously unallocated funds received in 2013/14 and the reallocation of unused CDBG funds from previous years.

BACKGROUND INFORMATION: A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

The 2012/13 CAPER describes the programs and activities accomplished during that program year, in which the City received \$630,001 in federal CDBG funds. The public review and comment period for the CAPER document begins August 19, 2013 and will end September 4, 2013.

At the time of adoption of the 2013/14 Action Plan the allocation of funds to projects and services were based upon an estimated CDBG award amount of \$597,871 for the year. Subsequent to the adoption of the Action Plan, we received formal notification that our actual award amount was \$649,980. The allocation of the additional \$52,109 received for 2013/14 requires the amendment of the Annual Action Plan. The reallocation of unused CDBG funds from projects and services from previous program years will also be included in that Annual Action Plan amendment. The total amounts available for reallocation are still being calculated and will be detailed in the staff report for the public hearing. The public review and comment period for this Action Plan amendment began August 3, 2013 and will end September 4, 2013.

The City Council will consider approval and adoption of both the 2012/13 CAPER and 2013/14 Action Plan amendments and provide an opportunity for public comment for all of those actions at the September 4, 2013 meeting.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: The CAPER document is being completed as an administrative activity that is funded through the City's CDBG administrative allocation from HUD.

FUNDING AVAILABLE: Not applicable.

Konradt Bartlam
Community Development Director

KB/jw

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



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointments to the Greater Lodi Area Youth Commission ~ Student Appointees
MEETING DATE: August 21, 2013
PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointments to the Greater Lodi Area Youth Commission ~ Student Appointees.

BACKGROUND INFORMATION: Previously, the City Council directed the City Clerk to post and re-post for expiring terms on the Greater Lodi Area Youth Commission. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments.

Greater Lodi Area Youth Commission

Chrissy Dodd	Term to expire May 31, 2014
Hayden Johnson	Term to expire May 31, 2014
Miranda O'Mahony	Term to expire May 31, 2014
Daniel Anaforian	Term to expire May 31, 2015
Josh Baumbach	Term to expire May 31, 2015
Simaron Dhillon	Term to expire May 31, 2015
Andrew Moton	Term to expire May 31, 2015

NOTE: Seven applicants (five new applications and two on file); posting ordered 4/3/13 and 6/5/13; application deadline 7/8/13

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl-Olson
City Clerk

RJO/JMR

APPROVED: _____
Konradt Bartlam, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report

MEETING DATE: August 21, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through July 31, 2013.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Randi Johl-Olson
City Clerk

RJO/JMR

Attachment

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Select Operating Model for Financial Systems and Adopt Resolution Authorizing City Manager to Execute Agreement with Tyler Technologies, Inc. for Replacement Financial Systems

MEETING DATE: August 21, 2013

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Select operating model for financial systems and adopt resolution authorizing the City Manager to execute agreement with Tyler Technologies, Inc. for replacement financial systems.

BACKGROUND INFORMATION: The City is currently using software for its financial and utility billing systems that date to the late 1990s. These systems are outdated and at the end of their useful lives.

The City issued a Request for Information on November 15, 2012 and received responses from 10 vendors on January 4, 2013. A team of City staff reviewed the proposals and recommended four firms be invited to demonstrate their software for staff to evaluate. Ultimately, two firms provided demonstrations of their software capabilities.

Based upon the demonstrations and reference checks, staff is recommending that Council approve a contract with Tyler Technologies, Inc. (Tyler). Tyler provides a full suite of software designed specifically for governmental entities. Implementation of the new software will be accomplished using a phased approach over a two-year period. Financial functionality will be implemented first, followed by Human Resource/Payroll functionality, Business License and Fleet functionality and concluding with Utility Billing.

Operating Model

The proposed software can be operated in either of two models: locally hosted or vendor hosted. Staff is requesting that Council select an operating model and authorize the City Manager to execute a contract with Tyler under the selected model. Contracts for both models are attached.

Locally Hosted

Under a locally-hosted model, a license to use the software is purchased and the software is loaded on hardware owned, operated and maintained by City staff. The City has sufficient excess capacity with its existing servers and storage devices to absorb this application. The City pays the vendor annual maintenance fees for the continued use of the software. Updates to the software are included as a part of the annual maintenance fee, but it is the City's responsibility to test and load the updates in a timely manner to keep the software current. Replacement of hardware is the responsibility of the City. All data is retained locally on City hardware. Back-ups, database maintenance and disaster recovery are the City's responsibility. Additionally, City staff will need to become proficient in the operations and workings

APPROVED: _____
Konradt Bartlam, City Manager

of the software as City staff will be responsible for user assistance (help desk function). The City has three positions today that provide most of the above services for the existing financial systems. It is anticipated that all three positions would be required if the locally-hosted operating model were selected. The contract for the locally-hosted model includes contracting with Tyler for some database administration services along with disaster recovery services, including off-site storage of back-up data. Each of these services costs \$17,380 the first year and escalates at 5 percent per year.

Vendor Hosted

Under a vendor-hosted model, the City would be contracting with Tyler to host the software and operate and maintain the software on our behalf. Tyler maintains server operations in Maine and Texas that are fully redundant. The City essentially 'rents' the software and hardware from Tyler for the term of the hosting agreement (proposed to be seven years). Incorporated into the hosting-agreement services are disaster recovery, back-ups and database maintenance. Tyler staff will also become the primary 'help-desk' responder to user questions regarding the use of the software. The City's access to the Tyler system will be via a secure internet connection. It will be the City's responsibility to ensure that the internet connection is working. City staff will be responsible for testing software updates and authorizing Tyler to move such updates to the production environment. Tyler will be responsible for operating, maintaining and upgrading hardware. Under the vendor hosted model, the City will not need to have and maintain hardware to host this system. Since much of the operation and maintenance functions under the vendor-hosted model are contracted to Tyler, it is anticipated that two of the three positions that support the current financial systems will not be needed after the new system is fully functional. It is anticipated that two positions would be eliminated at that point (approximately two years after contract execution).

Security

System and data security should be considered when selecting the operating model. Key areas of concern are data center operations and access, application security and user security. Data center security for the City is handled through restricted access cards and keys. Tyler maintains similar restrictions through key card access to their data center facilities. Through these and other mechanisms, physical security to the data centers is maintained. Application and user security is managed at the user level under both operating models and both maintain internal controls to minimize unauthorized use. Both operating models have an exposure to hackers coming into these systems through the internet. While recognizing that no internet traffic is immune to being hacked, the likelihood of this happening is relatively low. Once a new way is found to compromise security, a new method is devised to thwart such attacks.

Availability

Under the locally-hosted model, the systems will be available to users on a 24/7/365 basis, except for any unexpected outages. Information Technology staff indicate that there will be no scheduled downtimes for this system in our virtual environment. Under the vendor-hosted model, the systems will also be available to users on a 24/7/365 basis, except for scheduled downtime or unexpected outages. Tyler schedules downtime on a daily basis between 2:00 a.m. and 3:00 a.m., local time, for maintenance and back-ups.

Under the locally-hosted model, help desk services would be available to users during normal business hours; generally Monday through Friday from 7:30 a.m. to 5:30 p.m. local time. Calls or requests outside of normal business hours would generally be handled the following business day. Urgent issues could be addressed by calling staff that would handle the call remotely or come in to the office to handle.

Under the vendor-hosted model, Tyler provides help desk services during the hours noted in the agreement. Tyler is based on the east coast and staffs their help desk based upon east coast times. For us, all help desk services would be available to us at 5:00 a.m. and be staffed through between 2:00 p.m. and 6:00 p.m., west coast time, depending upon which module is involved. Outside of these hours, we would have the ability to access a Tyler staff member for critical issues, leave a message for non-critical issues or access an extensive on-line database of Tyler processes, procedures and helpful hints.

Financial Analysis

Over a seven-year period, costs for the locally-hosted model total \$3,323,692 while costs for the vendor-hosted model total \$2,607,066, a difference of \$716,626. Refer to the table below. Each operating model reflects one-time and recurring costs.

Under the locally-hosted model, Tyler has waived annual software maintenance fees for the first year, except for the fees associated with database maintenance, disaster recovery and third-party software maintenance. One-time charges for the locally-hosted model include software license costs, implementation, data conversion, and ancillary hardware and services costs. These costs are spread over the two-year implementation cycle. Annual maintenance costs are set at 18 percent of the software cost and are initially \$105,955. Maintenance costs are estimated to increase at a rate of 5 percent per year. Total fees paid to Tyler under this agreement would be \$1,638,142.

Under the vendor-hosted model, fees are timed to coincide with the availability of the underlying modules to which the fees apply. Fees associated with database maintenance, disaster recovery, data back-ups, implementation and data conversion are factored into the annual recurring fees. One-time costs under the vendor-hosted model represent costs for ancillary hardware and services. Once the software is fully implemented, annual fees will be \$276,174. Total fees paid to Tyler under this agreement would be \$1,985,816.

Local costs represent costs or savings associated with each model. Under the locally-hosted option, costs include labor costs for the three staff supporting the system for the seven-year period, totaling \$2,215,500. It is anticipated that \$41,800 will be needed to replace the server hardware during the seven years and that some additional memory will be required. As a result of replacing the existing financial systems, annual maintenance and support fee expenses for five years totaling \$571,750 will be avoided.

Local costs under the vendor-hosted model represent staff costs totaling \$1,193,000 over the seven-year period. These costs are composed of the three support positions for two years during the implementation period and the retention of a Sr. Programmer/Analyst position as the primary local support position for the system for the final five years of the analysis. Since Tyler would be providing the hardware, no hardware upgrades/replacements would be needed under the vendor-hosted model. As noted under the locally-hosted model, costs of \$571,750 related to avoided maintenance fees for the existing financial systems would also apply.

Summary of Costs

	Vendor Hosted	Locally Hosted
Year 1 – recurring	\$189,535	\$37,118
Year 1 – one time	94,556	530,415
Total Year 1	\$284,091	\$567,533
Year 2 – one time	81,120	313,879
Year 2 – recurring	239,735	111,253
Total – Year 2	\$320,855	\$425,132
Year 3	276,174	116,815
Year 4	276,174	122,656
Year 5	276,174	128,789
Year 6	276,174	135,228
Year 7	276,174	141,989
Total Paid to Tyler	\$1,985,816	\$1,638,142
Initial Maintenance Fee %		18.0%
Annual Maintenance Fee Increase		5%
Local Cost/(Savings)		
Sr. Programmer/Analyst	\$1,008,000	\$1,568,000
IT Specialist	185,000	647,500
Hardware Upgrades		41,800
Eliminate JDE/CIS Lic/Support Costs	(571,750)	(571,750)
Total local cost/(savings)	\$621,250	\$1,685,550
Net Program Cost	\$2,607,066	\$3,323,692

Staff anticipates that implementation of this project under either operating model will require a number of change orders as unexpected software anomalies arise. As such, staff requests that Council authorize the City Manager to execute change orders in the amount of 10 percent of the contract value.

References

Staff checked references on the proposed vendor with several clients under either operating model and also spoke with one former client. Refer to Exhibit A for a summary of the references.

Client List

During the Shirtsleeve meeting of July 6, 2013, Council requested a list of Tyler clients in California along with contact information for each client. Tyler has provided the list that is attached as Exhibit B.

FISCAL IMPACT: Costs over a seven-year period total \$3,323,692 for a locally-hosted option. Costs over a seven-year period total \$2,607,066 for a vendor-hosted option.

FUNDING AVAILABLE: \$1 million appropriated in 1211046; additional funding will be appropriated in each budget for annual fees.

Jordan Ayers
Deputy City Manager

Attachments

REFERENCES

Customer	Contact	Phone	Deployment	Comments
Boulder City, NV	Shirley Hughes, Finance Director	702-293-9250	Tyler hosted	4 th jurisdiction with Tyler; they always come through; don't need specialized reporting skills
Covina	Dilu de Alwis, Finance Director	626-384-5516	Tyler hosted	Reduced costs with hosted version; very reliable; implementation very intense; timelines are critical
Covina	Doc Tisuthiwongse, IT Manager	626-384-5432	Tyler hosted	Arrived after implementation; would prefer to host locally; occasionally unable to connect; resolved quickly
Winter Springs, FL	Shawn Boyle, Finance Director	407-327-5960	Self hosted	Moved from a prior Tyler product (Eden) to New World Systems; driver was need for consolidated customer screen that wasn't available in the Eden product
Ukiah	Gordon Elton, Finance Director	707-463-6220	Self hosted	Difficult implementation; started in-house but brought in outside help; reporting an issue between legacy and new system
Anderson, IN	Pam Stafford, IT Coordinator	765-648-6050	Self hosted	Electric utility client running since 2008; also bill water and sewer; bill 2X weekly; runs quickly; solid vendor support
Culver City	Jeff Muir, Chief Financial Officer	310-253-5865	Self hosted	Partially implemented; need to lockdown project timeline and commit to project; very few calls to Tyler for support; happy with the response
Chino*	Rob Burns, Finance Director	909-334-3341	Self hosted	Overall, happy with the system; critical to explain our processes in detail; using Crystal Reports to extract data for customized reporting; happy with Tyler response to calls

*Also hosted a site visit for Lodi staff

Site	Customer Since	Contact	Phone	Email	Product Suite	Deployment
Bonita Unified School District	January 2012	Ann Sparks, Business Services Director		Sparks@bonita.k12.ca.us	Financials	Self-Hosted
City of Chino	April 2008	Mr. Rob Burns, Director of Finance	(909) 591-9819	rburns@cityofchino.org	Financials, Payroll/Human Resource, Utility Billing, Business License, Work Orders Fleet & Facilities	Self-Hosted
City of Covina	February 2011	Dilu de Alwis, Finance Director	(626) 384-5516	ddealwis@covinaca.gov	Financials, Payroll/Human Resource, Business License, Work Orders Fleet & Facilities, Permit & Code Enforcement	SaaS
City of Culver City	October 2011	Steve Gill, Senior Enterprise Business Analyst	(310) 253-5971	steve.gill@culvercity.org	Financials, Payroll/Human Resource, Permit & Code Enforcement	Self-Hosted
City of El Centro	January 2008	Yvonne Obeso, Accounting Manager	(760) 337-4573	YObeso@ci.el-centro.ca.us	Financials, Payroll/Human Resource, Utility Billing, Business License	Self-Hosted
City of Encinitas	February 2011	Maureen Salmon, IT Project Manager	(760) 633-2661	msalmon@ci.encinitas.ca.us	Financials, Payroll/Human Resource	SaaS
City of LaMirada	February 2004	Mr. Kevin Pregelovisk, Admin Services Director	562-902-2323	kpreglovisk@cityoflamirada.org	Financials, Payroll/Human Resource, Business License, Permit & Code Enforcement	Self-Hosted
City of Lakewood	October 2006	Diane Perkin, Finance Director	(562) 866-9771 x2601	dperkin@lakewoodcity.org	Financials, Payroll/Human Resource, Utility Billing, Business License	Self-Hosted
City of Martinez	February 2010	Ms. Kathy DeVries, IT Director	925-372-3535	kdevries@cityofmartinez.org	Financials, Payroll/Human Resource, Utility Billing, Business License, Work Orders Fleet & Facilities	Self-Hosted
City of Monrovia	June 2006	Buffy Bullis, Finance Director	(626) 932-5513	bbullis@ci.monrovia.ca.us	Financials, Payroll/Human Resource, Utility Billing	Self-Hosted
City of Palmdale	August 2005	Liz Atchley, System Manager	(661) 267-5525	latchley@cityofpalmdale.org	Financials, Payroll/Human Resource, Work Orders, Parking Tickets	Self-Hosted
City of Redondo Beach	September 2006	Chris Benson, IT Director	(310) 318-0658	Chris.Benson@redondo.org	Financials, Payroll/Human Resource, Business License, Animal License	Self-Hosted
City of Richmond	October 2007	Mr. Steve Furtado, Project Manager	510-620-6745	steve_furtado@ci.richmond.ca.us	Financials, Payroll/Human Resource, Work Orders	SaaS
City of Rockland	October 2006	Ms. Roxane Bunkers, Systems Administrator	(916) 625-5073	roxane.bunkers@rocklin.ca.us	Financials, Payroll/Human Resource, Animal License	Self-Hosted
West Contra Costa Unified School District	July 2012	Ms. Sheri Gamba, Finance Manager	(510) 231-1170	sgamba@wccusd.net	Financials, Payroll/Human Resource	Self-Hosted
City of San Marcos	July 2010	Saide Emamjomeh, IT Director	17607441050x3107	saide@san-marcos.net	Financials, Payroll/Human Resource	Self-Hosted
City of Ukiah	October 2011	Mr. Ian Roth, Asst. Finance Director	707-463-6235	iroth@cityofukiah.com	Financials, Payroll/Human Resource, Utility Billing, Business License, Work Orders Fleet & Facilities	Self-Hosted
City of Victorville	June 2010	Mr. Joe Haggard, IT Director	760-955-5039	jhaggard@ci.victorville.ca.us	Financials, Payroll/Human Resource, Utility Billing, Work Orders Fleet & Facilities, Tyler Pulse	Self-Hosted
Padre Dam Municipal Water District	June 2010	Karen Gassaway, Director	(619) 258-4772	karen@padre.org	Financials, Payroll/Human Resource	Self-Hosted
City of Vista	May 2006	Sandy Bobek, IT Director	(760) 639-6142	sbobek@ci.vista.ca.us	Financials, Payroll/Human Resource, Business License	Self-Hosted
City of Wasco	March 2001	Ms. Rocio Mosqueda, Accounting Manager	(661) 758-7236	romosqueda@ci.wasco.ca.us	Financials, Payroll/Human Resource, Business License, Utility Billing	Self-Hosted
Clovis Unified School District	July 2010	Michael Johnston, Assistant Superintendent, Business Services	559 327 9127	michaeljohnston@cusd.com	Financials, Payroll/Human Resource	Self-Hosted
Contra Costa County Office of Education (includes 12 additional School Districts within the County)	April 2010	Ms. JoHanna Turner, Project Manager	925-942-3314	JTurner@cccoc.k12.ca.us	Financials, Payroll/Human Resource	Self-Hosted
Delta Diablo Sanitation District	December 2005	Ms. Theresa Harris, Finance Supervisor	925 756 1924	theresah@ddsd.org	Financials, Payroll/Human Resource	Self-Hosted
El Monte City School District	February 2011	Kris Olafsson, Deputy Superintendent Business Services	626-453-3790	kolafsson@emcsd.org	Financials	Self-Hosted
Encina Wastewater Authority	July 2009	Kathy McHorney, Finance Director	(760) 268-8867	kathym@encinajpa.com	Financials, Payroll/Human Resource, Work Orders	Self-Hosted
Mendocino County	July 2006	Alex Land, IT Director	707 463 4667	landa@co.mendocino.ca.us	Financials, Payroll/Human Resource	Self-Hosted
Panama - Bueno Vista Unified School Dist.	August 2007	Glenn Imke, Finance Director	661 831 8331x6137	gimke@pbvusd.net	Financials, Payroll/Human Resource, Work Orders	Self-Hosted

Petaluma City School District	December 2007	Ms. Midge Hoffman, Finance and Budget Director	707 778 4621	midqeh@pet.k12.ca.us	Financials, Payroll/Human Resource, Work Orders	Self-Hosted
San Jose Unified School District	July 2006	Karen Stone, Finance Manager	408 535 6142	karen_stone@sjsud.org	Financials, Human Resource	Self-Hosted
Town of Danville	January 2007	Elizabeth Hudson, Finance Director	925-314-3371	ehudson@ci.danville.ca.us	Financials, Payroll/Human Resource, Work Orders	Self-Hosted
City of Santa Barbara	December 2012	Bob Samario, Asst. Finance Director	(805) 564-5336	bsamario@santabarbaraca.gov	Financials, Payroll/Human Resource, Work Orders	Self-Hosted
City of Beverly Hills, CA	December 2012	David Schirmer, Director - Administrative Services	(310) 285-2581	dschirmer@beverlyhills.org	Financials, Payroll/Human Resource	Self-Hosted
City of Rancho Palos Verdes, CA	March 2012	Kathryn Downs, Deputy Director of Finance & Info.Tech	(310) 544-5216	kathrynd@rpv.com	Financials, Payroll/Human Resource	Self-Hosted
City of Haywood, CA	March 2012	Mark Guenther, IT Manager	(510) 583-4857	mark.guenther@hayward-ca.gov	Financials, Payroll/Human Resource, Work Orders	Self-Hosted
City of Paso Robles, CA	March 2013	Jim Throop, Admin Services Director	(805) 237-3999	jthroop@prcity.com	Financials, Payroll/Human Resource	Self-Hosted
El Dorado County	April 2013	David Russell, Project Manager	(530) 621-5575	david.russell@edcgov.us	Financials, Payroll/Human Resource	Self-Hosted
Santa Barbara Unified School District	April 2013	Conrad Tedeschi, Director of Fiscal Services	(805) 963-4338	ctedeschi@sbsdk12.org	Financials, Payroll/Human Resource	Self-Hosted
A Few Other SaaS Clients						
City of Boulder City, NV	May 2012	Shirley Hughes, Finance Director	(702) 293-9250	shughes@bcnv.org	Financials, Payroll/Human Resource, Utility Billing, Work Orders Fleet & Facilities	SaaS
Flowing Wells Unified School District, AZ	April 2004	Usha Raghavan, Finance Director	(520) 696-8812	raghavau@flowingwells.k12.az.us	Financials, Payroll/Human Resource	SaaS
Wayne County Airport Authority, MI	October 2002	Faisal Shakeel, Information Technologies	(734) 941-8912	faisal.shakeel@wcaa.us	Financials, Payroll/Human Resource	SaaS
Village of Schaumburg, IL	March 2007	Peter Schaak, IT Director	(847) 923-3825	pschaak@ci.schaumburg.il.us	Financials, Payroll/Human Resource, Work Orders	SaaS
City of Eau Claire, WI	November 2000	Thomas Hoff, Manager of Financial Services	(715) 839-6044	trhoff@ci.eau-claire.wi.us	Financials, Payroll/Human Resource, Utility Billing	SaaS

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL SELECTING THE VENDOR HOSTED OPERATING MODEL FOR FINANCIAL SYSTEMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT WITH TYLER TECHNOLOGIES, INC FOR REPLACEMENT FINANCIAL SYSTEMS AND HOSTING SERVICES

WHEREAS, City has evaluated the costs and benefits of hosting financial systems software locally and by a vendor; and

WHEREAS, City has determined that it is most desirable to host financial systems software through a vendor contract; and

WHEREAS, City issued a Request for Information on November 15, 2012 for Financial Management and Utility Billing Software and Implementation Services; and

WHEREAS, City received 10 responses to said Request for Information; and

WHEREAS, City received demonstrations from two vendors; and

WHEREAS, City has selected Tyler Technologies, Inc. to be the provider of financial and utility billing software and software hosting services; and

WHEREAS, City proposes to enter into an agreement with Tyler Technologies, Inc. for the services contemplated with a total value of \$1,985,816 over a seven year period; and

WHEREAS, staff recommends that the City Manager be authorized to execute change orders in the amount of ten percent (10%) of the contract value due to unexpected software anomalies arising during implementation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager to execute an agreement with Tyler Technologies, Inc. for vendor hosted financial systems software for the services contemplated with a total value of \$1,985,816 over a seven year period ; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute change orders in the amount of ten percent (10%) of the contract value should unexpected software anomalies arise during implementation.

Dated: August 21, 2013

I hereby certify that Resolution No. 2013-_____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following votes:

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

RANDI JOHL-OLSON
City Clerk

AGREEMENT

This Software as a Service ("SaaS") agreement ("Agreement") is made this _____ day of _____ 201_ ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 ("Tyler") and CITY OF LODI, with offices at 221 West Pine Street, Lodi, CA 95240 ("Client").

WHEREAS Client issued a Request for Information on November 15, 2012 for the purpose of acquiring Financial Management and Utility Billing Software and Implementation Services ("Systems"); and

WHEREAS Tyler responded to Client's Request for Information with a Proposal dated January 4, 2013; and

WHEREAS Client, on [INSERT DATE OF AWARD] awarded Tyler the contract for furnishing, delivering, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE

1. License Grant.

- a. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. The grant of license is contingent on Client remitting payment of fees required under this SaaS Agreement. TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW AN SaaS AGREEMENT. TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT FAILS TO REMIT ANY REQUIRED SaaS FEES AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE TO CLIENT OF TYLER INTENT TO REVOKE THE LICENSE.
- b. Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c. The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d. Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- e. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- f. In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manger is restricted to use with Tyler

applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the SaaS fees set forth in the Investment Summary.
3. Limited Warranty. For the purposes of this Agreement, a “Defect” is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler’s written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is “Defective” if it contains a Defect. For as long as a current SaaS Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler’s then-current support call process (Tyler’s current support call process is set forth in the document attached hereto as Exhibit 3).
4. Intellectual Property Infringement Indemnification.
 - a. Tyler’s Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party’s registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
 - b. Client’s Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:
 - i. Promptly notifies Tyler in writing of any such claim;
 - ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
 - iii. Consents to Tyler’s sole control and authority with respect to the defense, settlement or compromise of the claim.
 - c. Exceptions to Tyler’s Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
 - i. Client’s use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the most-current version of the Tyler Software Product made available to the Client;
 - ii. Client’s combining the Tyler Software Product with devices or products not provided or recommended by Tyler;
 - iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
 - iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
 - v. Use of the Tyler Software Product by any person or entity other than Client or Client’s employees; or
 - vi. Client’s willful infringement, including Client’s continued use of the infringing Tyler Software Product after such use is enjoined. Further, should Client become aware that a Tyler Software Product is or is likely to become the subject of a claim hereunder, then

Client shall promptly provide notice to Tyler of such fact. Should Tyler determine, in its sole discretion, that use of the Tyler Software Product must cease as a result of such notice, then Client shall cease such use, but Tyler shall either procure for Client the right to continue using the infringing Tyler Software Product(s); or modify or replace the infringing Tyler Software Products so that it becomes non-infringing, subject to the exceptions in this section 4(c).

d. Remedy.

- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing or its use by Client is enjoined, Tyler will promptly, at its election:
 - a) Procure for Client the right to continue using the infringing Tyler Software Products; or
 - b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES

1. **Services.** Tyler shall provide the services set forth in the Investment Summary (and as further detailed in Exhibit 6) at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.
2. **Expenses.** Tyler will invoice Client for expenses in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.
3. **Additional Services.**
 - a. Training and/or consulting services utilized in excess of those set forth in the Investment Summary (and as further detailed in Exhibit 6) and additional related services not set forth in the Investment Summary (and as further detailed in Exhibit 6) will be billed at Tyler's then-current rates.
 - b. Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.
4. **Cancellation.** In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) Tyler's then-current daily fees it charges to Client's obtaining such services if Tyler is unable to re-assign its personnel.
5. **Services Warranty.** Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.
6. **Journal Entries.** Tyler Munis system provides a standard interface to import legacy system journal entries. Tyler staff will train and support client staff on the use of such import during implementation at no additional charge.

SECTION C – MAINTENANCE

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this SaaS Agreement, (see Limitations and Exclusions *infra*), including materials and expenses, will be billed to Client at Tyler's then current rates.

3. Maintenance Services Terms and Conditions. For as long as a current SaaS Agreement is in place, Tyler shall:

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client releases of the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler SaaS Agreement. If required by Client, Third Party Products, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current prices. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

4. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support, application design, other consulting services, and support outside Tyler's normal business hours.

5. Access to Environment.

Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products hosted by Tyler in order, when necessary, to provide maintenance services set forth herein.

SECTION D – THIRD PARTY PRODUCTS

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.

- a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership

of the System Software.

c) The right to transfer the System Software to a replacement hardware system, if such System Software is installed on Client owned hardware, is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.

d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.

e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

f) Client may make copies of the System Software if installed on Client hardware, but such copies shall be for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products being installed on Client premises; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty or warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

SECTION E – SOFTWARE AS A SERVICE

1. Term. The term of this Application Service Provider (“ASP”) Agreement shall be September 1, 2013 through August 31, 2020 (“Term”).
2. Hosting. Tyler shall host and make available to Client the Tyler Software Products listed in the Investment Summary.
3. Concurrent Users. The SaaS fees are based on forty (40) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS Fees based upon any resulting changes in the pricing categories.
4. The Client agrees to timely pay and Tyler Agrees to accept from Client the SaaS fees listed in the Investment Summary in accord with the requirements of this Agreement. Client acknowledges that continued access to the Tyler Software Products is contingent on Client’s payments of SaaS Fees as indicated in this Agreement. If Client fails to remit the SaaS Fees as required by this Agreement, Tyler shall have the undisputed right to terminate this Agreement and deny access to the hosted applications for Client following thirty (30) days written Notice of Tyler’s intent to terminate.
5. For as long as a current SaaS Agreement is in effect, Tyler shall provide Client access to the Tyler Software Products then-licensed by Client in accordance with Tyler’s then-current Service Level Agreement. The current Service Level Agreement is attached as Exhibit 2 to this SaaS Agreement.
6. Prices include test, training, and production databases.
7. Unused services listed in the Investment Summary will expire at the end of the initial Term.
8. Tyler’s Hosting of TCM SE includes up to 100 GB in storage in Tyler’s hosted environment. Should additional storage be required, it may be purchased as needed at an annual fee of \$1,000 per 100GB.
9. Tyler’s SaaS Department is currently staffed to respond to critical SaaS issues experienced by Client outside of Tyler’s standard business hours.

SECTION F – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate. Tyler agrees to file applicable federal and state tax returns and pay all applicable taxes on income received and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.
2. Invoice Dispute.
 - a. In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount

- actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
- b. Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.
3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a. Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b. Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification & Limitation of Liability.

- a. Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b. Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.
- c. **Limitation of Liability.** In no event shall Tyler be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. In no event, shall Tyler be

liable for damages in excess of two (2) times the amounts paid by Client for the SaaS fees identified in the Investment Summary and paid by Client during the initial seven (7) year Term of the Agreement. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement. The limitations set forth in this paragraph shall not apply to Claims for infringement set forth in paragraph 4 of Section A of this Agreement.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS SaaS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.
6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:
 - a. Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
 - b. The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.
9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into

this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.
12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.
13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
14. Non-Appropriation & Termination. If Client should not appropriate or otherwise make available funds sufficient to pay the SaaS fees for the Tyler Software Products set forth in this Agreement, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler.

Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client.

Upon any termination of this SaaS, Client shall pay Tyler for all services and products delivered and expenses incurred prior to the date Tyler received Client's notice of termination. Additionally, in the event Client terminates this SaaS Agreement prior to the end of the initial Term, Client shall remit to Tyler fees in accord with the following schedule:

- Termination within one (1) year of the Term start date: seventy five percent (75%) of the quarterly SaaS fees, beginning upon the date of termination and ending on the end date of the initial Term, that would have been payable had the Client not terminated the Agreement;
- Termination between the one year and two year anniversaries of the Term start date: fifty percent (50%) of the quarterly SaaS fees, beginning upon the date of termination and ending on the end date of the initial Term, that would have been payable had the Client not terminated the Agreement; and
- Termination between the two year anniversary of the Term start date and the end date of the initial Term: twenty five percent (25%) of the quarterly SaaS fees, beginning upon the date of termination and ending on the end date of the initial Term, that would have been payable had the Client not terminated the Agreement.

Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

Upon termination or non-renewal of this Agreement, Tyler will provide to Client the Client data then residing in Tyler's hosted environment. The data shall be provided in ASCII or such other format as may be mutually agreed. A copy of such data will be provided no later than sixty (60) days prior to the Termination date (provided at least 10 days advance Notice by Client) and again within seven (7) days

after Termination date or as mutually agreed.

15. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.
16. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.
17. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.
18. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
 - a. Actually received,
 - b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - c. Upon receipt by sender of proof of email delivery, or
 - d. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
1 Cole Haan Drive
Yarmouth, ME 04096
Attention: Contracts Manager

City of Lodi
221 West Pine Street
Lodi, CA 95240
ATTN: Deputy City Manager

19. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.
20. Insurance.

Refer to Exhibit 8 for Insurance Requirements.

21. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:
 - a. At the time of the disclosure is in the public domain;
 - b. After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
 - c. A party can establish by reasonable proof was in that party's possession at the time of disclosure;
 - d. A party receives from a third party who has a right to disclose it to that party; or

- e. Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.
22. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.
23. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.
24. Shipping. Delivery will be F.O.B. shipping point.
25. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.
26. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.
27. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:
- Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
- ABA: 121000248
- Account: 4124302472
- Beneficiary: Tyler Technologies Inc. – Operating
28. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.
29. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.
30. Payment Terms.
- a. Payment is due within thirty (30) calendar days of invoice receipt.

b. Refer to Exhibit 7 for schedule of payments.

c. Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Business Travel Policy is attached hereto as Exhibit 4. Expenses will be invoiced as incurred.

31. OSDBA and Disaster Recovery. Operating System and Database Administration and Disaster Recovery services provided by Tyler as part of this Agreement shall conform to Exhibit 9.

32. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Service Level Agreement
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Adobe End User License Agreement
- Exhibit 6 – Services
- Exhibit 7 – Compensation
- Exhibit 8 – Insurance Requirements
- Exhibit 9 – OSDBA and Disaster Recovery

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

City of Lodi

By: _____

By: _____

Name: _____

Name: Konradt Bartlam

Title: _____

Title: City Manager

Date: _____

Date: _____

Exhibit 1 - Investment Summary

Exhibit 1 - Investment Summary



Quoted By: Kyle Johnson
 Date: 8/12/2013
 Quote Expiration: 9/9/2013
 Quote Name: City of Lodi-ERP-Munis
 Quote Number: 2013-3165
 Quote Description: Lodi RFI (SaaS) Contract Investment Summary

Sales Quotation For

City of Lodi
 221 W Pine St
 Lodi, California 95240
 Phone (209) 333-6800

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Financials:				
Accounting/GL/BG/AP	\$35,496.00	7	\$248,472.00	15
BMI CollectIT Interface	\$2,641.00	7	\$18,487.00	2
Cash Management	\$6,653.00	7	\$46,571.00	4
Contract Management	\$4,076.00	7	\$28,532.00	3
Employee Expense Reimbursement	\$4,368.00	7	\$30,576.00	4
Fixed Assets	\$8,991.00	7	\$62,937.00	5
Inventory	\$8,400.00	7	\$58,800.00	5
Project & Grant Accounting	\$7,653.00	7	\$53,571.00	4
Purchase Orders	\$8,571.00	7	\$59,997.00	5
Requisitions	\$6,888.00	7	\$48,216.00	5
Work Orders, Fleet & Facilities Management	\$13,809.00	7	\$96,663.00	15
Payroll/HR:				
Applicant Tracking	\$3,847.00	7	\$26,929.00	3
HR Management	\$8,215.00	7	\$57,505.00	7

Payroll w/ESS	\$21,181.00	7	\$148,267.00	17
Revenue:				
Accounts Receivable	\$8,165.00	7	\$57,155.00	8
Business License	\$9,273.00	7	\$64,911.00	8
Central Property File	\$1,650.00	7	\$11,550.00	1
General Billing	\$5,437.00	7	\$38,059.00	4
Maplink GIS Integration	\$5,091.00	7	\$35,637.00	1
Tyler Cashiering	\$13,173.00	7	\$92,211.00	5
UB Interface	\$8,481.00	7	\$59,367.00	4
Utility Billing CIS	\$32,839.00	7	\$229,873.00	21
Productivity:				
Citizen Self Service	\$6,520.00	7	\$45,640.00	1
Munis Office	\$5,326.00	7	\$37,282.00	2
Role Tailored Dashboard	\$6,031.00	7	\$42,217.00	5
Tyler Content Manager SE	\$12,366.00	7	\$86,562.00	8
Tyler Forms Processing	\$5,622.00	7	\$39,354.00	0
Tyler Reporting Services	\$8,421.00	7	\$58,947.00	3
Other:				
GASB 34 Report Writer	\$6,990.00	7	\$48,930.00	3
TOTAL:	\$276,174.00		\$1,933,218.00	168

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Estimated Travel Expenses	1	\$81,657.00	\$0.00	\$81,657.00
POS Cash Installation (Up to 3)	4	\$1,000.00	\$0.00	\$4,000.00
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Senior Mgmt. / Post Go-Live Training	25	\$1,175.00	\$0.00	\$29,375.00
Tyler Forms Library - Business License	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Financial/General Billing	1	\$3,500.00	\$0.00	\$3,500.00
Tyler Forms Individual Financial Form	1	\$500.00	\$0.00	\$500.00
Tyler Forms Library - Payroll	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Personnel Action	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Utility Billing	1	\$5,000.00	\$0.00	\$5,000.00
Tyler PO Distribution - Level 1	1	\$500.00	\$0.00	\$500.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$147,532.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI CollectIT Additional Barcode Data Terminal (PA690)	1	\$3,495.00	\$0.00	\$3,495.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Barcode PrinterKit	1	\$1,295.00	\$0.00	\$1,295.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Inventory Scanning System	1	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00
Cash Drawer	7	\$230.00	\$0.00	\$1,610.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	7	\$415.00	\$0.00	\$2,905.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	7	\$25.00	\$0.00	\$175.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	7	\$62.00	\$0.00	\$434.00	\$0.00	\$0.00	\$0.00
Power Supply	7	\$40.00	\$0.00	\$280.00	\$0.00	\$0.00	\$0.00
Printer (EPSON TM-H6000iii)	7	\$1,400.00	\$0.00	\$9,800.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$28,144.00</i>			<i>\$0.00</i>
TOTAL:				\$28,144.00			\$0.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$276,174.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$147,532.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$28,144.00	\$0.00
Summary Total	\$175,676.00	\$276,174.00
Contract Total	\$2,108,894.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals - D	\$0.00	\$0.00	\$0.00
Accounting Opt 2 - Budgets - D	\$0.00	\$0.00	\$0.00
Accounting Standard COA - D	\$0.00	\$0.00	\$0.00
Accounts Payable Opt 1 - Checks - D	\$0.00	\$0.00	\$0.00
Accounts Payable Opt 2 - Invoice - D	\$0.00	\$0.00	\$0.00
Accounts Payable Standard Master - D	\$0.00	\$0.00	\$0.00
Business License Opt 1 - Bills - D	\$0.00	\$0.00	\$0.00
Business License Std Master - D	\$0.00	\$0.00	\$0.00
Fixed Assets Opt 1 - History - D	\$0.00	\$0.00	\$0.00
Fixed Assets Std Master - D	\$0.00	\$0.00	\$0.00
General Billing Opt 1 - Recurring Invoices - D	\$0.00	\$0.00	\$0.00
General Billing Opt 2 - Bills - D	\$0.00	\$0.00	\$0.00
General Billing Std CID - D	\$0.00	\$0.00	\$0.00
Inventory Opt 1 - Commodity Codes - D	\$0.00	\$0.00	\$0.00
Inventory Std Master - D	\$0.00	\$0.00	\$0.00
Payroll - Option 10 Certifications - C	\$0.00	\$0.00	\$0.00
Payroll - Option 11 Education - C	\$0.00	\$0.00	\$0.00
Payroll - Option 1 Deductions - C	\$0.00	\$0.00	\$0.00
Payroll - Option 2 Accrual Balances - C	\$0.00	\$0.00	\$0.00
Payroll - Option 3 Accumulators - C	\$0.00	\$0.00	\$0.00
Payroll - Option 4 Check History - C	\$0.00	\$0.00	\$0.00
Payroll - Option 5 Earning/Deduction Hist - C	\$0.00	\$0.00	\$0.00
Payroll - Option 6 Applicant Tracking - C	\$0.00	\$0.00	\$0.00
Payroll - Option 7 PM Action History - C	\$0.00	\$0.00	\$0.00
Payroll - Option 8 Position Control - C	\$0.00	\$0.00	\$0.00
Payroll - Option 9 State Retirement Tables - C	\$0.00	\$0.00	\$0.00
Payroll - Standard - C	\$0.00	\$0.00	\$0.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting Opt 1 - Actuals - D	\$0.00	\$0.00	\$0.00
Project Grant Accounting Opt 2 - Budgets - D	\$0.00	\$0.00	\$0.00
Project Grant Accounting Standard - D	\$0.00	\$0.00	\$0.00
Purchase Orders - Standard - D	\$0.00	\$0.00	\$0.00
Utility Billing - Option 1 Services - E	\$0.00	\$0.00	\$0.00
Utility Billing - Option 2 Assessments - E	\$0.00	\$0.00	\$0.00
Utility Billing - Option 3 Consumption History - E	\$0.00	\$0.00	\$0.00
Utility Billing - Option 4 Balance Forward AR - E	\$0.00	\$0.00	\$0.00
Utility Billing - Option 5 Service Orders - E	\$0.00	\$0.00	\$0.00
Utility Billing - Option 6 Backflow - E	\$0.00	\$0.00	\$0.00
Utility Billing - Standard - E	\$0.00	\$0.00	\$0.00
Work Order Opt 1 - Work Order Asset - D	\$0.00	\$0.00	\$0.00
Work Order Opt 2 - Closed Work Order History No Cost Data - D	\$0.00	\$0.00	\$0.00
Work Order Opt 3 - Work Order History With Cost Data - D	\$0.00	\$0.00	\$0.00
TOTAL:	\$0.00	\$0.00	\$0.00

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Financial:				
Bid Management	\$4,133.00	7	\$28,931.00	3
BMI Asset Track Interface	\$2,641.00	7	\$18,487.00	2
Productivity:				
Tyler Content Manager Auto Indexing and Redaction (SE)	\$3,327.00	7	\$23,289.00	2
TOTAL:	\$10,101.00		\$70,707.00	7

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
Tyler Postal Xpress	\$4,400.00	0 @ \$1175	\$0.00	\$0.00	\$4,400.00	\$1,364.00
Sub-Total:	\$4,400.00		\$0.00	\$0.00	\$4,400.00	\$1,364.00
<u>Less Discount:</u>	<u>\$0.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,364.00</u>
TOTAL:	\$4,400.00	0	\$0.00	\$0.00	\$4,400.00	\$0.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Data Terminal (PA690)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI-ASSETTRACK-PPC for MUNIS (Incl. Install Fee)	1	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00
BMI TransTrak Additional Data Terminal (PA690)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI Transtrak Fixed Asset Receiving System	1	\$3,345.00	\$0.00	\$3,345.00	\$0.00	\$0.00	\$0.00

3rd Party Hardware Sub-Total:	\$0.00	\$14,435.00	\$0.00
TOTAL:		\$14,435.00	\$0.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Optional Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Bid Management	\$6,000.00	\$0.00	\$28,931.00	\$0.00	\$0.00	\$0.00
BMI Asset Track Interface	\$3,800.00	\$0.00	\$18,487.00	\$0.00	\$0.00	\$0.00
Productivity:						
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	\$0.00	\$23,289.00	\$0.00	\$0.00	\$0.00
Tyler Postal Xpress	\$4,400.00	\$0.00	\$4,400.00	\$1,364.00	\$1,364.00	\$0.00
Total:	\$4,400.00	\$0.00	\$4,400.00	\$1,364.00	\$1,364.00	\$0.00

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Business license library includes: 1 business license and 1 renewal application.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Financial General Billing Core includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G, 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Comments

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

TCMSE includes up to 100GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$1,000 per 100GB with a total cap of storage at 750GB.

The City of Lodi will receive one additional delinquencies notice form in addition to the standard form that comes with the Utility Billing Library Kit...Subsequently the City will not receive the standard Assessment form within the Utility Billing Library Kit.

In addition to the 1 Purchase Order Form, the City of Lodi will receive an additional Purchase Order Form (\$500) as outlined in the investment Summary above.

Exhibit 2

Service Level Agreement

I. Agreement Overview

This Service Level Agreement (“SLA”) operates in conjunction with, and does not supersede or replace any part of, the SaaS Agreement.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has contracted with Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

Service levels shall be as in this section. In the event of conflict between the summary chart and the explanation following the summary chart, the explanations shall govern.

II. Definitions

Application: Application Services

ASP: Application Service Provider of Tyler

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Business Day: Monday through Friday, excluding Tyler holidays.

Business Hours: 8:00 a.m. – 6:00 (EST) on Business Days.

Client Error Incident: Any service unavailability resulting from a Client’s applications, content or equipment, or the acts or omissions of any of Client’s service users or Client’s third-party providers over whom Tyler exercises no control.

Defect: Any failure of the licensed software that is recognized as a "defect" under the agreement through which Client licenses the Tyler software.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

EST: Eastern Standard Time and, where applicable, Eastern Daylight Savings Time.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

ISP: Internet Service Provider

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service to the Client

The following service levels apply to ASP Operations Support. Application support calls are handled by the Application Support Teams. All service levels are based on attainment rates shown below and calculated on a quarterly basis on the following summary chart and explanations following.

SUMMARY CHART

Service Type	Time	Attainment	
Application Availability – Green	6:00 a.m. to 9:00 p.m. EST Mon-Fri 6:00 a.m. to 3:00 p.m. EST Sat	100%	
Application Availability – Yellow	9:00 p.m. to 5:00 a.m. EST Mon-Fri Sat to 5:00 a.m. EST Sun EST Mon	No SLA	
Application Availability – Red	5:00 a.m. to 6:00 a.m. EST Mon-Sun	No SLA	
Adding/Changing User Access or Printer	Request by noon EST: same day before 9:00 p.m.	95%	
	Request by noon EST: by noon next business day	100%	
	Request after noon EST: by noon next business day	95%	
	Request by noon EST: next business day before 9:00 p.m.	100%	
Data or File Restoration	Next Business Day	95%	
	Second Business Day	100%	
Synchronization of “live”, “test” and/or “training” databases	Next Business Day	95%	
	Second Business Day	100%	
New Release/Update Testing Period	10 Business Days from Tyler’s receipt of Client’s written notice	95%	
VPN Appliance Repair	Next Business Day	99%	
File Back-up	Nightly	99%	
Support Call Response	By Severity Level	80%	
	Priority 1		2 Business Hours
	Priority 2		4 Business Hours
	Priority 3		8 Business Hours
	Priority 4		12 Business Hours
Support Call Response for Escalated Issues	By Severity Level	90%	
	Priority 1		1 Business Hours
	Priority 1		2 Business Hours
	Priority 2		4 Business Hours
	Priority 3		8 Business Hours

	Priority 4 12 Business Hours	100%
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Explanations

1. Application Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. Tyler reserves the right to use this time for scheduled or unscheduled maintenance, repairs that require a longer window of downtime, and scheduled testing. 24-hour advance user notification will be given when possible.

Red time: System is not available. Reserved for routine daily maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total green minutes in a quarter to determine % of goal in the above summary chart. All percentage calculations shall be rounded to the lowest whole number.

Exclusions: Red time. Yellow time.

Target is 100% attainment.

If actual attainment is 98-99%, Tyler shall, upon request, report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 95-97%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

2. Adding/Changing User Access or Printer:

A request to add or change a user or printer must be made through the Tyler support department. All requests / issues should be logged by calling the ASP team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to

provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the ASP team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% within guidelines specified above:

If actual attainment is 94-93%, Tyler shall, upon request, report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if in the quarter immediately following the correction Tyler does not attain that service level, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall, upon request, report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the

agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

3. Data or File Restoration:

Data that may be restored include the complete database, files in the user's home directory and spool files.

A request to restore spool files must be made through the Tyler support department and must include the user name, exact file name and date when file may be found. A request to restore a database must be made through the Tyler Support Department and must be made only by the Client's authorized personnel. A list of such will be provided by the Client signed by the Deputy City Manager. All requests / issues should be logged by calling the ASP team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls. A list of personnel with authority to make specific requests, other than relating to the database, will also be provided by the Client's authorized representative.

Measurements: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Service levels exclude files that are older than 20 business days. Requests that are not made through the ASP team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% attainment:

If actual attainment is 94-93%, Tyler shall, upon request, report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall, upon request, report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

4. Data Synchronization in the Training and/or Test Database:

Tyler shall maintain three databases containing the Client data: production database, training database, and test database. Tyler shall synchronize the training and/or test database(s) upon request of the Client. There shall be no limit to such requests. However, it is understood that all users must be off of the system during such synchronization.

A request to synchronize the training and/or test database(s) must be made through the Tyler support department. All requests / issues should be logged by calling the ASP team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00AM to 6:00PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the ASP team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall, upon request, report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

5. New Release/Update Testing Period:

New releases and updates of Tyler Software Products licensed by Client will not be loaded into the production database by Tyler prior to Client approval.

6. VPN Appliance Repair:

Client's data is currently encrypted using a Cisco ASA 5505. This is a piece of hardware that is installed on Client's network to create a virtual private network. If the appliance should fail, we have guaranteed 4-hour response from the vendor. Should a new device be required during the reconfiguration of the Client's network by the Client, if we are notified by 6PM EST, a preconfigured device can be sent via overnight mail.

A hardware failure notice must be made through the Tyler support department. All requests / issues should be logged by calling the ASP team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the ASP team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 99% attainment.

If actual attainment is 98-97%, Tyler shall, upon request, report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 94%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

7. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, training database, home directories, and spool directories.

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 99% attainment.

If actual attainment is 98-97%, Tyler shall, upon request, report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 94%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the

quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

8. Support Call Response (Priority levels defined in the Support Call Process)

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet agreed upon levels in the above table will be compared against total calls to determine attainment.

Target is 80% within guidelines specified herein.

If actual attainment is 79-78%, Tyler shall, upon request, provide descriptions of the failure to reach the target and the remedial action that has or will be taken.

If actual attainment is 77-75%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 75%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee due for any one quarter. Issuing of such credit does not relieve Tyler of its obligation under this agreement to correct the problem which created the service to fall below the agreed upon levels herein. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits would normally be due will be doubled.

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

9. Support Call Response for Escalated Issues (Priority levels defined in the Support Call Process)

After a call is placed according to the procedures described in service level 8 above (Support Call Response), the Client may make an additional call to Tyler's receptionist to have the receptionist page the ASP department.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet agreed upon levels in the above table will be compared against total calls to determine attainment.

Where target is 90%:

If actual attainment is 89-88%, Tyler shall provide, upon request, descriptions of the failure to reach the target and the remedial action that has or will be taken.

If actual attainment is 87-85%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee due for any one quarter. Issuing of such credit does not relieve Tyler of its obligation under this agreement to correct the problem which created the service to fall below the agreed upon levels herein. However,

the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits would normally be due will be doubled.

Where target is 100%:

If actual attainment is 99-98%, Tyler shall provide, upon request, descriptions of the failure to reach the target and the remedial action that has or will be taken.

If actual attainment is 97-95%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee due for any one quarter. Issuing of such credit does not relieve Tyler of its obligation under this agreement to correct the problem which created the service to fall below the agreed upon levels herein. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits would normally be due will be doubled.

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

10. Support Termination

City may terminate this agreement for material breach under Section F.14 if service levels are not returned to target attainment levels within two (2) quarters of notification of failure to meet target attainment levels for any listed service.

IV. Service Availability

The Service Availability of Tyler's applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number. To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end. The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth above.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability.

A Client may request a report, at no cost to Client, from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. Tyler will make best efforts to provide requested report within 5 business days of request.

V. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

VI. Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

Goal: To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-8:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-8:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	Michelle Madore (michelle.madore@tylertech.com)	(X4483)
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones (steven.jones@tylertech.com)	(X4255)
OS/DBA Team	Ben King (ben.king@tylertech.com)	(X5464)
TylerForms & Reporting Services	Michele Violette (michele.violette@tylertech.com)	(X4381)

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

Munis Internet Updater (MIU): Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration

Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may

unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit 4

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00* p.m.	Breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as

follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: April 1, 2012

Exhibit 5

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7.2. DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY ADOBE AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ADOBE'S, ITS AFFILIATES' OR ITS SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED

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8. LIMITATION OF LIABILITY. EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 4, IN NO EVENT WILL ADOBE, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this Agreement limits Adobe's liability to Licensee in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact Adobe's Customer Support Department.

9. Governing Law. This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is purchased when Licensee is in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is purchased when Licensee is in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is purchased when Licensee is in any other jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates may be licensed to Licensee by Adobe with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

11. Notice to U.S. Government End Users.

11.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

11.2 U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

13. **Third-Party Beneficiary.** Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

Adobe is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

City of Lodi

By: _____

By: _____

Name: _____

Name: Konradt Bartlam

Title: _____

Title: City Manager

Date: _____

Date: _____

Exhibit 6

Services

Tyler will implement the software products and provide the services shown in the Investment Summary included in Exhibit 1 to this Agreement for the City of Lodi.

Tentative Start and Go-Live dates for implementation are noted below:

Phase	Tentative Start Date	Tentative Go-Live Date
Financials	09/01/2013	07/01/2014
HR/Payroll	01/01/2014	10/01/2014
Work Orders/Revenue	09/01/2014	03/01/2015
Utility Billing	12/01/2014	09/01/2015

The above dates and timelines are tentative and will be confirmed through the mutual development and Client acceptance of the Implementation Planning document.

Tyler will deliver hardware and services at times as is reasonably required to implement the licensed Tyler Software Products but no earlier.

Phase 1-Financials

The Financials Phase shall include the following modules listed in the Investment Summary along with all of the associated data conversions listed in the Investment Summary.

- Accounting/GL/BG/AP
- BMI CollectIT Interface
- Cash Management
- Contract Management
- Employee Expense Reimbursement
- Fixed Assets
- Inventory
- Project and Grant Accounting
- Purchase Orders
- Requisitions
- GASB 34 Report Writer
- Munis Office
- Role Tailored Dashboard
- Tyler Content Manager SE
- Tyler Forms Processing
- Tyler Reporting Services

Phase 2-HR/Payroll

The HR/Payroll Phase shall include the following modules listed in the Investment Summary along with all of the associated data conversions listed in the Investment Summary.

- Applicant Tracking
- HR Management
- Payroll w/ESS

Phase 3-Work Orders/Revenue

The Work Orders/Revenue Phase shall include the following modules listed in the Investment Summary along with all of the associated data conversions listed in the Investment Summary.

- Work Orders, Fleet and Facilities Management
- Accounts Receivable
- Business License
- Central Property File
- General Billing
- Maplink GIS Integration
- Tyler Cashiering
- Citizen Self Service

Phase 4-Utility Billing

The Utility Billing Phase shall include the following modules listed in the Investment Summary along with all of the associated data conversions listed in the Investment Summary.

- UB Interface
- Utility Billing CIS

Exhibit 7

Compensation

1. The financial obligation of the City to Tyler for the software products and services listed in the Investment Summary included in Exhibit 1 herein is \$2,027,237, which does not include estimated travel expenses (\$81,657) and shall be payable as follows:
 - a. Tyler shall invoice Client for the VPN Device Installation Fee (\$4,000) upon installation.
 - b. Tyler shall invoice Client for the Project Planning Services fee (\$6,000) upon Client acceptance of the Implementation Planning document, with such acceptance not to be unreasonably withheld.
 - c. Tyler shall invoice Client for Tyler Forms Library-Financial/General Billing, Tyler Forms Processing Configuration, Tyler PO Distribution upon the availability of the applicable item.
 - d. Tyler shall invoice Client for the BMI CollectIT hardware items upon delivery of the items.
 - e. Tyler shall invoice Client for the Tyler Secure Signature System with 2 Keys (\$1,650) upon delivery of such hardware.
 - f. SaaS Fees:
 - i. On or before September 1, 2013, Client shall remit to Tyler \$34,623.25 for quarterly SaaS fees for the software modules listed as Phase 1 in Exhibit 6;
 - ii. On or before December 1, 2013, and on or before the first day of each third month thereafter until August 31, 2014, Client shall remit to Tyler quarterly SaaS fees in the amount of \$42,934 for the software modules listed as Phase 1 and Phase 2 in Exhibit 6;
 - iii. On or before September 1, 2014, Client shall remit to Tyler quarterly SaaS fees in the amount of \$58,713.50 for the software modules listed as Phases 1, 2, and 3 in Exhibit 6; and
 - iv. On or before December 1, 2014 and on or before the first day of each subsequent quarter until August 31, 2020, Client shall remit to Tyler quarterly SaaS fees in the amount of \$69,043.50 for the software modules listed as Phases 1, 2, 3 and 4 in Exhibit 6.
 - g. Tyler shall invoice Client for Tyler Forms Library-Payroll and Tyler Forms Library – Personnel Action upon the availability of the applicable items..
 - h. Tyler will invoice Client for PR Positive Pay Export Format, AP/PR Check Recon Import, and AP Positive Pay Export Format as delivered.
 - i. Tyler shall invoice Client for Cashiering hardware upon delivery of such hardware.
 - j. Tyler shall invoice Client the fee for POS Cash Installation fee upon such installation.
 - k. Tyler shall invoice Client for Tyler Forms Library – Business License (\$1,400) upon the availability of such item.

- l. Tyler shall invoice Client for Tyler Forms Library – Utility Billing (\$5,000) upon the availability of such library.
- m. Tyler shall invoice Client on a monthly basis for the twenty-five (25) Post Go Live training days at the rate of \$1,175 per training day. Any unused training days will expire at the end of the initial term of this agreement. Should client request additional training days, such days will be treated as an amendment to this contract.
- n. Prices include test, training and production databases.
- o. Unless otherwise indicated herein, Tyler will invoice the Client for services as provided.

As a result of the payment terms above, total payments to Tyler over the term of this agreement will be \$1,904,158.25, plus travel expenses estimated to be \$81,657, for a grand total of \$1,985,815.25.

Exhibit 8

Insurance Requirements

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 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 anyone directly or indirectly employed by Contractor, and the amount of such insurance shall be as follows:

- | | |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Ea. Occurrence
\$2,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS</u>
\$2,000,000 Ea. Occurrence | 4. <u>SECURITY/PRIVACY LIABILITY</u>
\$4,000,000 Aggregate |
| 5. <u>UMBRELLA LIABILITY</u>
\$4,000,000 | |

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, 95240; (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
is the Comprehensive General Liability Coverage 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 to the extent Contractor is determined to be the sole or primary cause of the claim. Any other insurance maintained by the City of Lodi or its officers and employees, to the extent Contractor is determined to be the sole or primary cause of the claim, 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.

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.

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 9

OSDBA and Disaster Recovery

OSDBA:

- **Support Hours:** 8:00AM to 9:00PM EST
- **Server Support:** Single Tyler production environment (Operating System, Administration, and Software Upgrades/Patches, problem resolution)
- **Database Support:** Maintenance on 3 Database environments (Live/Train/Test)
- **Tyler Support:** Assistance with loading Releases, Upgrades, and New Products (Modules or Licensing)
- **Pro-Active Check:** OSDBA health check program that monitors 8 key areas of the system and automatically opens a support ticket when an issue is discovered.
- **Weekend Service:** Every 2nd Saturday of each month available for Tyler production release upgrades (Note - must be scheduled with the OSDBA department in advance and is subject to availability on a first request - first serve basis).

OSDBA Support

Operating System Support

- Usual, routine and ordinary System Backup and Recovery Assistance (Note – this assistance does *not* include system backup, installation, and recovery services in the event of a hardware or network failure or of a Disaster (A disaster is defined as an unplanned event that prevents the Tyler Software Products from performing critical processes, potentially harming Customer’s financial standing or public image (“Disaster”), such as fire, hazardous materials incident, flood, hurricane, tornado, winter storm, earthquake, radiological accident, civil disturbance or explosion)
- Disk Space Configuration
- File Permissions & Security
- Printer Configuration & Troubleshooting
- User Maintenance

Database Support

- Database Administration assistance
- Software upgrades
- SQL Maintenance plans
- Database refreshes
- Diagnosing and resolving SQL errors

Tyler Software Support

- Assistance with loading Tyler releases
- Report Writer Installation assistance and troubleshooting
- PC client software assistance with installation and troubleshooting

OSDBA Advantages:

Support Contract Benefits...

- Ongoing maintenance of Server/Software/Database Upgrades
- Knowledgeable IT professionals who are experts in Microsoft technologies and Tyler software available at minimal cost to maintain the Tyler application and server

- Installation of Tyler releases and availability on Saturday
- System and Database tuning for peak performance
- Backup and Restore of System and Database files
- Knowledge and Expertise across platforms and databases

Disaster Recovery:

Tyler will timely work with client to re-establish access to the Tyler hosted environment in the event client facilities are impacted by a disaster, provided Client has internet access.

Tyler maintains a business continuity plan and multiple data centers in order to timely respond to disasters at its own facilities.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL SELECTING
THE LOCALLY HOSTED OPERATING MODEL FOR FINANCIAL
SYSTEMS AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AGREEMENT WITH TYLER TECHNOLOGIES, INC.
FOR REPLACEMENT FINANCIAL SYSTEMS

WHEREAS, City has evaluated the costs and benefits of hosting financial systems software locally and by a vendor; and

WHEREAS, City has determined that it is most desirable to host financial systems software locally; and

WHEREAS, City issued a Request for Information on November 15, 2012 for Financial Management and Utility Billing Software and Implementation Services; and

WHEREAS, City received 10 responses to said Request for Information; and

WHEREAS, City received demonstrations from two vendors; and

WHEREAS, City has selected Tyler Technologies, Inc. to be the provider of financial and utility billing software; and

WHEREAS, City proposes to enter into an agreement with Tyler Technologies, Inc. for the services contemplated with a total value of \$1,638,142 over a seven year period; and

WHEREAS, staff recommends that the City Manager be authorized to execute change orders in the amount of ten percent (10%) of the contract value due to unexpected software anomalies arising during implementation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager to execute an agreement with Tyler Technologies, Inc. for locally hosted financial systems software for the services contemplated with a total value of \$1,638,142 over a seven year period; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute change orders in the amount of ten percent (10%) of the contract value should unexpected software anomalies arise during implementation.

Dated: August 21, 2013

I hereby certify that Resolution No. 2013-_____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following votes:

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

RANDI JOHL-OLSON
City Clerk

AGREEMENT

This agreement ("Agreement") is made this ____ day of _____, 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 ("Tyler") and City of Lodi, with offices at 221 West Pine Street, Lodi, CA 95240 ("Client").

WHEREAS Client issued a Request for Information on November 15, 2012 for the purpose of acquiring Financial Management and Utility Billing Software and Implementation Services ("Systems"); and

WHEREAS Tyler responded to Client's Request for Information with a Proposal dated January 4, 2013; and

WHEREAS Client, on [INSERT DATE OF AWARD] awarded Tyler the contract for furnishing, delivering, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a

beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

i) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Verification of the Tyler Software Products.

Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):

- a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or
- b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.
- c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A (4).
- d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.

- a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
- b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
 - ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
 - iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
- c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
 - ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
 - iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
 - iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
 - v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
 - vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after such use is enjoined. Further, should Client become aware that a Tyler Software Product is or is likely to become the subject of a claim hereunder, then Client shall promptly provide notice to Tyler of such fact. Should Tyler determine, in its sole discretion, that use of the Tyler Software Product must cease as a result of such notice, then Client shall cease such use, but Tyler shall either procure for Client the right to continue using the infringing Tyler Software Product(s); or modify or replace the infringing Tyler Software Products so that it becomes non-infringing, subject to the exceptions in this section 5(c).
- d) Remedy.
- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing;
 - or
 - (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
 - ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.

b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Training services set forth in the Investment Summary.

c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage

and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

- a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.
- b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. This section intentionally omitted.

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual Maintenance fees for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule:

- Year Two – Five percent (5%) increase over unwaived Year One annual Maintenance fees;
- Year Three – Five percent (5%) increase over Year Two annual Maintenance fees;
- Year Four – Five percent (5%) increase over Year Three annual Maintenance fees;
- Year Five – Five percent (5%) increase over Year Four annual Maintenance fees;
- Year Six – Five percent (5%) increase over Year Five annual Maintenance fees; and
- Year Seven – Five percent (5%) increase over Year Six annual Maintenance fees.

3. Payment.

- a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.
- b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.
- c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place,

Tyler shall:

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

- a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.

- a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
- c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable

charges to Client. Client shall provide advance written notice to Tyler of any such transfer.

d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.

e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty or warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler

with Client's tax-exempt certificate. Tyler agrees to file applicable federal and state tax returns and pay all applicable taxes on income received and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

2. Invoice Dispute.

a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

c) **Limitation of Liability.** In no event shall Tyler be liable for special, indirect, incidental, consequential or

exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. In no event, shall Tyler be liable for damages in excess of two (2) times the amounts of the fees identified in the Investment Summary and paid by Client. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement. The limitations set forth in this paragraph shall not apply to claims for infringement set forth in paragraph 5 of Section A of this Agreement.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

- a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
- b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice

or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
1 Cole Haan Drive
Yarmouth, ME 04096
Attention: Contracts Manager

City of Lodi
221 West Pine Street
Lodi, CA 95240
ATTN: Deputy City Manager

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Refer to Exhibit 6 for Insurance Requirements

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to the California Public Records Act or Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction

with a Hewlett Packard printer supported by Tyler for printing checks.

28. Payment Terms.

- a) Tyler shall invoice Client \$94,912.50 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.
- b) Tyler shall invoice Client \$203,325 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:
 - i. 50% of the Tyler software license fees (\$189,825)
 - ii. 100% of the System Software license fees (\$13,500)
- c) Tyler shall invoice Client Hardware fees upon delivery of the respective Hardware.
- d) Tyler shall invoice Client \$20,080 upon installation of the Tyler Software Products. Such sum equals:
 - i. 100% of the year 1 maintenance fee for Tyler Unlimited Client Access (\$2,700)
 - ii. 100% of the year 1 OS/DBA Contract Services fee (\$17,380)
- e) Tyler shall invoice the Project Planning Services fee of \$6,000 upon delivery of the Implementation Planning document.
- f) Tyler shall invoice Client \$94,912.50 upon verification of the Tyler Software Products in accordance with Section A (3) ("Verification"). Such amount equals 25% of the Tyler software license fees. Unless Client notifies Tyler in writing that the Tyler Software Products have failed Verification, Verification will be deemed to have occurred ninety (90) days from the date Tyler makes the Tyler Software Products available to Client for downloading.
- g) Except as otherwise provided herein, Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.
- h) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- i) Tyler shall invoice Client the year 1 Disaster Recovery fee of \$17,380 upon receipt by Tyler of Client's data.
- j) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit 4. An estimate of travel expenses, based on the current scope, is included in the Investment Summary.
- k) Payment is due within thirty (30) days of the invoice date.
- l) The year 1 Tyler software maintenance fees of \$69,521 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.

29. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

30. Disaster Recovery. Disaster Recovery service will renew automatically for additional one (1) year terms at Tyler's then-current Disaster Recovery fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual Disaster Recovery fee for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule:

Year Two – Five percent (5%) increase over Year One annual Disaster Recovery fee;
Year Three – Five percent (5%) increase over Year Two annual Disaster Recovery fee;
Year Four – Five percent (5%) increase over Year Three annual Disaster Recovery fee;
Year Five – Five percent (5%) increase over Year Four annual Disaster Recovery fee;
Year Six – Five percent (5%) increase over Year Five annual Disaster Recovery fee; and
Year Seven – Five percent (5%) increase over Year Six annual Disaster Recovery fee.

31. Operating System/Database Administration. OS/DBA Contract Services will renew automatically for additional one (1) year terms at Tyler's then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual OS/DBA fee for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule:

Year Two – Five percent (5%) increase over Year One annual OS/DBA fee;
Year Three – Five percent (5%) increase over Year Two annual OS/DBA fee;
Year Four – Five percent (5%) increase over Year Three annual OS/DBA fee;
Year Five – Five percent (5%) increase over Year Four annual OS/DBA fee;
Year Six – Five percent (5%) increase over Year Five annual OS/DBA fee; and
Year Seven – Five percent (5%) increase over Year Six annual OS/DBA fee.

32. Annual Payroll Tax Table Update. Annual Payroll Tax Table Update service will renew automatically for additional one (1) year terms at Tyler's then-current Annual Payroll Tax Table Update service fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the Annual Payroll Tax Table Update service fee will accord with the following schedule:

Year Two – Five percent (5%) increase over Year One Annual Payroll Tax Table Update service fee;
Year Three – Five percent (5%) increase over Year Two Annual Payroll Tax Table Update service fee;
Year Four – Five percent (5%) increase over Year Three Annual Payroll Tax Table Update service fee;
Year Five – Five percent (5%) increase over Year Four Annual Payroll Tax Table Update service fee;
Year Six – Five percent (5%) increase over Year Five Annual Payroll Tax Table Update service fee; and
Year Seven – Five percent (5%) increase over Year Six Annual Payroll Tax Table Update service fee.

33. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

34. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

35. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Verification Test
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Adobe End User License Agreement
- Exhibit 6 – Insurance Requirements
- Exhibit 7 – OSDBA and Disaster Recovery

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

City of Lodi

By: _____

By: _____

Name: _____

Name: Konradt Bartlam

Title: _____

Title: City Manager

Date: _____

Date: _____

Exhibit 1

Investment Summary

Exhibit 1 - Investment Summary



Quoted By: Kyle Johnson
 Date: 8/12/2013
 Quote Expiration: 7/6/2014
 Quote Name: City of Lodi-ERP-Munis
 Quote Number: 2013-2509
 Quote Description: Lodi Self-Hosted Contract Quote

Sales Quotation For

City of Lodi
 221 W Pine St
 Lodi, California 95240
 Phone (209) 333-6800

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	\$52,250.00	15 @ \$1175	\$17,625.00	\$10,600.00	\$80,475.00	\$9,405.00
Work Orders, Fleet & Facilities Management	\$13,800.00	15 @ \$1175	\$17,625.00	\$12,000.00	\$43,425.00	\$2,484.00
Fixed Assets	\$12,000.00	5 @ \$1175	\$5,875.00	\$4,800.00	\$22,675.00	\$2,160.00
Inventory	\$11,000.00	5 @ \$1175	\$5,875.00	\$4,700.00	\$21,575.00	\$1,980.00
Purchase Orders	\$12,000.00	5 @ \$1175	\$5,875.00	\$2,700.00	\$20,575.00	\$2,160.00
Project & Grant Accounting	\$10,000.00	4 @ \$1175	\$4,700.00	\$5,000.00	\$19,700.00	\$1,800.00
Requisitions	\$10,000.00	5 @ \$1175	\$5,875.00	\$0.00	\$15,875.00	\$1,800.00
Cash Management	\$10,000.00	4 @ \$1175	\$4,700.00	\$0.00	\$14,700.00	\$1,800.00
Employee Expense Reimbursement	\$6,000.00	4 @ \$1175	\$4,700.00	\$0.00	\$10,700.00	\$1,080.00
Contract Management	\$5,900.00	3 @ \$1175	\$3,525.00	\$0.00	\$9,425.00	\$1,062.00
BMI CollectIT Interface	\$3,800.00	2 @ \$1175	\$2,350.00	\$0.00	\$6,150.00	\$684.00
Payroll/HR:						
Payroll w/ESS	\$23,500.00	17 @ \$1175	\$19,975.00	\$18,800.00	\$62,275.00	\$4,230.00
HR Management	\$11,500.00	7 @ \$1175	\$8,225.00	\$0.00	\$19,725.00	\$2,070.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Applicant Tracking	\$5,500.00	3 @ \$1175	\$3,525.00	\$0.00	\$9,025.00	\$990.00
Revenue:						
Utility Billing CIS	\$41,000.00	21 @ \$1175	\$24,675.00	\$22,400.00	\$88,075.00	\$7,380.00
Business License	\$10,000.00	8 @ \$1175	\$9,400.00	\$8,400.00	\$27,800.00	\$1,800.00
Tyler Cashiering	\$21,000.00	5 @ \$1175	\$5,875.00	\$0.00	\$26,875.00	\$3,780.00
Accounts Receivable	\$11,000.00	8 @ \$1175	\$9,400.00	\$0.00	\$20,400.00	\$1,980.00
General Billing	\$5,000.00	4 @ \$1175	\$4,700.00	\$8,200.00	\$17,900.00	\$900.00
UB Interface	\$13,200.00	4 @ \$1175	\$4,700.00	\$0.00	\$17,900.00	\$2,376.00
Maplink GIS Integration	\$8,500.00	1 @ \$1175	\$1,175.00	\$0.00	\$9,675.00	\$1,530.00
Central Property File	\$2,200.00	1 @ \$1175	\$1,175.00	\$0.00	\$3,375.00	\$550.00
Other:						
GASB 34 Report Writer	\$11,000.00	3 @ \$1175	\$3,525.00	\$0.00	\$14,525.00	\$1,980.00
MUNIS Disaster Recovery Service	\$0.00	0 @ \$1175	\$0.00	\$0.00	\$0.00	\$17,380.00
OSDBA Contract Services	\$0.00	0 @ \$1175	\$0.00	\$0.00	\$0.00	\$17,380.00
Productivity:						
Tyler Content Manager SE	\$20,000.00	4 @ \$1175	\$4,700.00	\$0.00	\$24,700.00	\$3,600.00
Tyler Reporting Services	\$12,000.00	3 @ \$1175	\$3,525.00	\$0.00	\$15,525.00	\$3,000.00
Role Tailored Dashboard	\$8,500.00	5 @ \$1175	\$5,875.00	\$0.00	\$14,375.00	\$1,530.00
Citizen Self Service	\$11,000.00	1 @ \$1175	\$1,175.00	\$0.00	\$12,175.00	\$1,980.00
Munis Office	\$8,500.00	2 @ \$1175	\$2,350.00	\$0.00	\$10,850.00	\$1,530.00
Tyler Forms Processing	\$9,500.00	0 @ \$1175	\$0.00	\$0.00	\$9,500.00	\$1,900.00
Sub-Total:	\$379,650.00		\$192,700.00	\$97,600.00	\$669,950.00	\$104,281.00
<i>Less Discount:</i>	<u>\$0.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$69,521.00</u>
TOTAL:	\$379,650.00	164	\$192,700.00	\$97,600.00	\$669,950.00	\$34,760.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Estimated Travel Expenses	1	\$81,657.00	\$0.00	\$81,657.00
Install Fee - New Server Install-WIN	1	\$6,000.00	\$0.00	\$6,000.00
Munis Admin & Security	2	\$1,175.00	\$0.00	\$2,350.00
POS Cash Installation (Up to 3)	4	\$1,000.00	\$0.00	\$4,000.00
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Senior Mgmt. / Post Go-Live Training	25	\$1,175.00	\$0.00	\$29,375.00
Tyler Forms Library - Business License	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Financial/General Billing	1	\$3,500.00	\$0.00	\$3,500.00
Tyler Forms Individual Financial Form	1	\$500.00	\$0.00	\$500.00
Tyler Forms Library - Payroll	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Personnel Action	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Utility Billing	1	\$5,000.00	\$0.00	\$5,000.00
Tyler PO Distribution - Level 1	1	\$500.00	\$0.00	\$500.00
TOTAL:				\$151,882.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI CollectIT Additional Barcode Data Terminal (PA690)	1	\$3,495.00	\$0.00	\$3,495.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Barcode PrinterKit	1	\$1,295.00	\$0.00	\$1,295.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Inventory Scanning System	1	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00
Cash Drawer	1	\$230.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	1	\$415.00	\$0.00	\$415.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$25.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Power Supply	1	\$40.00	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Printer (EPSON TM-H6000iii)	1	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
Tyler Unlimited Client Access	1	\$13,500.00	\$0.00	\$13,500.00	\$2,700.00	\$0.00	\$2,700.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$15,112.00</i>			<i>\$0.00</i>
<i>3rd Party Software Sub-Total:</i>			<i>\$0.00</i>	<i>\$13,500.00</i>		<i>\$0.00</i>	<i>\$2,700.00</i>
TOTAL:				\$28,612.00			\$2,700.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$379,650.00	\$34,760.00
Total Tyler Services	\$442,182.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$28,612.00	\$2,700.00
Summary Total	\$850,444.00	\$37,460.00

Contract Total **\$887,904.00**

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals - D	\$1,500.00	\$0.00	\$1,500.00
Accounting Opt 2 - Budgets - D	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA - D	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable Opt 1 - Checks - D	\$1,600.00	\$0.00	\$1,600.00
Accounts Payable Opt 2 - Invoice - D	\$2,400.00	\$0.00	\$2,400.00
Accounts Payable Standard Master - D	\$1,600.00	\$0.00	\$1,600.00
Business License Opt 1 - Bills - D	\$4,400.00	\$0.00	\$4,400.00
Business License Std Master - D	\$4,000.00	\$0.00	\$4,000.00
Fixed Assets Opt 1 - History - D	\$1,800.00	\$0.00	\$1,800.00
Fixed Assets Std Master - D	\$3,000.00	\$0.00	\$3,000.00
General Billing Opt 1 - Recurring Invoices - D	\$2,700.00	\$0.00	\$2,700.00
General Billing Opt 2 - Bills - D	\$4,000.00	\$0.00	\$4,000.00
General Billing Std CID - D	\$1,500.00	\$0.00	\$1,500.00
Inventory Opt 1 - Commodity Codes - D	\$1,200.00	\$0.00	\$1,200.00
Inventory Std Master - D	\$3,500.00	\$0.00	\$3,500.00
Payroll - Option 10 Certifications - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 11 Education - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 1 Deductions - C	\$1,800.00	\$0.00	\$1,800.00
Payroll - Option 2 Accrual Balances - C	\$1,500.00	\$0.00	\$1,500.00
Payroll - Option 3 Accumulators - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 4 Check History - C	\$1,200.00	\$0.00	\$1,200.00
Payroll - Option 5 Earning/Deduction Hist - C	\$2,500.00	\$0.00	\$2,500.00
Payroll - Option 6 Applicant Tracking - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 7 PM Action History - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 8 Position Control - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 9 State Retirement Tables - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard - C	\$2,000.00	\$0.00	\$2,000.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting Opt 1 - Actuals - D	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Opt 2 - Budgets - D	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Standard - D	\$2,000.00	\$0.00	\$2,000.00
Purchase Orders - Standard - D	\$2,700.00	\$0.00	\$2,700.00
Utility Billing - Option 1 Services - E	\$3,200.00	\$0.00	\$3,200.00
Utility Billing - Option 2 Assessments - E	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Option 3 Consumption History - E	\$3,200.00	\$0.00	\$3,200.00
Utility Billing - Option 4 Balance Forward AR - E	\$5,000.00	\$0.00	\$5,000.00
Utility Billing - Option 5 Service Orders - E	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Option 6 Backflow - E	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Standard - E	\$3,000.00	\$0.00	\$3,000.00
Work Order Opt 1 - Work Order Asset - D	\$3,000.00	\$0.00	\$3,000.00
Work Order Opt 2 - Closed Work Order History No Cost Data - D	\$4,500.00	\$0.00	\$4,500.00
Work Order Opt 3 - Work Order History With Cost Data - D	\$4,500.00	\$0.00	\$4,500.00
TOTAL:	\$97,600.00	\$0.00	\$97,600.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Bid Management	\$6,000.00	3 @ \$1175	\$3,525.00	\$0.00	\$9,525.00	\$1,080.00
BMI Asset Track Interface	\$3,800.00	2 @ \$1175	\$2,350.00	\$0.00	\$6,150.00	\$684.00
Productivity:						
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	2 @ \$1175	\$2,350.00	\$0.00	\$7,350.00	\$900.00
Tyler Content Manager Self-Service (SE)	\$5,000.00	1 @ \$1175	\$1,175.00	\$0.00	\$6,175.00	\$900.00
Tyler Postal Xpress	\$4,400.00	0 @ \$1175	\$0.00	\$0.00	\$4,400.00	\$1,364.00
Tyler Content Manager WorkFlow	\$2,500.00	1 @ \$1175	\$1,175.00	\$0.00	\$3,675.00	\$450.00
Sub-Total:	\$26,700.00		\$10,575.00	\$0.00	\$37,275.00	\$5,378.00
<u>Less Discount:</u>	<u>\$0.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,478.00</u>
TOTAL:	\$26,700.00	9	\$10,575.00	\$0.00	\$37,275.00	\$900.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Data Terminal (PA690)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI-ASSETTRACK-PPC for MUNIS (Incl. Install Fee)	1	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00
BMI TransTrak Additional Data Terminal (PA690)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI Transtrak Fixed Asset Receiving System	1	\$3,345.00	\$0.00	\$3,345.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			\$0.00	\$14,435.00			\$0.00
TOTAL:				\$14,435.00			\$0.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	\$52,250.00	\$0.00	\$52,250.00	\$9,405.00	\$9,405.00	\$0.00
BMI CollectT Interface	\$3,800.00	\$0.00	\$3,800.00	\$684.00	\$684.00	\$0.00
Cash Management	\$10,000.00	\$0.00	\$10,000.00	\$1,800.00	\$1,800.00	\$0.00
Contract Management	\$5,900.00	\$0.00	\$5,900.00	\$1,062.00	\$1,062.00	\$0.00
Employee Expense Reimbursement	\$6,000.00	\$0.00	\$6,000.00	\$1,080.00	\$1,080.00	\$0.00
Fixed Assets	\$12,000.00	\$0.00	\$12,000.00	\$2,160.00	\$2,160.00	\$0.00
Inventory	\$11,000.00	\$0.00	\$11,000.00	\$1,980.00	\$1,980.00	\$0.00
Project & Grant Accounting	\$10,000.00	\$0.00	\$10,000.00	\$1,800.00	\$1,800.00	\$0.00
Purchase Orders	\$12,000.00	\$0.00	\$12,000.00	\$2,160.00	\$2,160.00	\$0.00
Requisitions	\$10,000.00	\$0.00	\$10,000.00	\$1,800.00	\$1,800.00	\$0.00
Work Orders, Fleet & Facilities Management	\$13,800.00	\$0.00	\$13,800.00	\$2,484.00	\$2,484.00	\$0.00
Payroll/HR:						
Applicant Tracking	\$5,500.00	\$0.00	\$5,500.00	\$990.00	\$990.00	\$0.00
HR Management	\$11,500.00	\$0.00	\$11,500.00	\$2,070.00	\$2,070.00	\$0.00
Payroll w/ESS	\$23,500.00	\$0.00	\$23,500.00	\$4,230.00	\$4,230.00	\$0.00
Revenue:						
Maplink GIS Integration	\$8,500.00	\$0.00	\$8,500.00	\$1,530.00	\$1,530.00	\$0.00
Accounts Receivable	\$11,000.00	\$0.00	\$11,000.00	\$1,980.00	\$1,980.00	\$0.00
Business License	\$10,000.00	\$0.00	\$10,000.00	\$1,800.00	\$1,800.00	\$0.00
Central Property File	\$2,200.00	\$0.00	\$2,200.00	\$550.00	\$550.00	\$0.00
General Billing	\$5,000.00	\$0.00	\$5,000.00	\$900.00	\$900.00	\$0.00

Discount Detail

Description	License	License Discount	License Net Maintenance Basis	Year One Maint Discount	Year One Maint Net
Tyler Cashiering	\$21,000.00	\$0.00	\$21,000.00	\$3,780.00	\$0.00
UB Interface	\$13,200.00	\$0.00	\$13,200.00	\$2,376.00	\$0.00
Utility Billing CIS	\$41,000.00	\$0.00	\$41,000.00	\$7,380.00	\$0.00
Productivity:					
Citizen Self Service	\$11,000.00	\$0.00	\$11,000.00	\$1,980.00	\$0.00
Munis Office	\$8,500.00	\$0.00	\$8,500.00	\$1,530.00	\$0.00
Role Tailored Dashboard	\$8,500.00	\$0.00	\$8,500.00	\$1,530.00	\$0.00
Tyler Content Manager SE	\$20,000.00	\$0.00	\$20,000.00	\$3,600.00	\$0.00
Tyler Forms Processing	\$9,500.00	\$0.00	\$9,500.00	\$1,900.00	\$0.00
Tyler Reporting Services	\$12,000.00	\$0.00	\$12,000.00	\$3,000.00	\$0.00
Other:					
GASB 34 Report Writer	\$11,000.00	\$0.00	\$11,000.00	\$1,980.00	\$0.00
MUNIS Disaster Recovery Service	\$0.00	\$0.00	\$0.00	\$17,380.00	\$17,380.00
OSDBA Contract Services	\$0.00	\$0.00	\$0.00	\$17,380.00	\$17,380.00
TOTAL:	\$379,650.00	\$0.00	\$379,650.00	\$104,281.00	\$34,760.00

Optional Discount Detail

Description	License	License Discount	License Net Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:					
Bid Management	\$6,000.00	\$0.00	\$6,000.00	\$1,080.00	\$0.00
BMI Asset Track Interface	\$3,800.00	\$0.00	\$3,800.00	\$684.00	\$0.00
Productivity:					
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	\$0.00	\$5,000.00	\$900.00	\$0.00
Tyler Content Manager Self-Service (SE)	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$900.00
Tyler Content Manager WorkFlow	\$2,500.00	\$0.00	\$2,500.00	\$450.00	\$0.00

Optional Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Tyler Postal Xpress	\$4,400.00	\$0.00	\$4,400.00	\$1,364.00	\$1,364.00	\$0.00
Total:	\$26,700.00	\$0.00	\$26,700.00	\$5,378.00	\$4,478.00	\$900.00

Comments

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a \$2,500 minimum annual fee and a \$30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a \$5,000 minimum annual fee and a \$30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Business license library includes: 1 business license and 1 renewal application.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Comments

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Financial General Billing Core includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G, 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The City of Lodi will receive one (1) additional delinquencies notice form in addition to the standard form that comes with the Utility Billing Library Kit...Subsequently the City will NOT receive the standard Assessment form within the Utility Billing Library Kit.

In addition to the 1 Purchase Order Form, the City of Lodi will receive an additional Purchase Order Form (\$500) as outlined in the Investment Summary above

Exhibit 2

Verification Test

The verification test ("Test") detailed below will be conducted following installation. The purpose of the Test is to ensure the Tyler Software Products perform as warranted, using the MUNIS Verification Database. The MUNIS Verification Database contains the types of information ordinarily used by the specified software and the Test utilizes said data to demonstrate the performance of the specified software's base line functions. As such, the Test is not intended to validate any site specific functionality and will only be conducted for those software products licensed by the Client. Client-specific functionality will be reviewed during the implementation phase when site-specific data will be applied against the desired functionality.

Many sections below contain three phases: table views, reports, and process. Each phase is intended to be completed in 4 hours or less. Please note that each phase listed below has a space where Client will be asked to initial, indicating that the verification has been performed and accepted.

FINANCIALS:

Phase 1

- View general ledger master table
- View budget master table
- View vendor master table
- View general ledger account inquiry – perform drill down
- Find purchase orders/requisitions in purchase order inquiry
- View inventory master
- View fixed assets master
- View work order master

Phase 2

- Enter a requisition
- Approve the requisition
- Convert to a purchase order
- Post the purchase order
- Enter an invoice against the requisition
- Post the invoice
- Select items to be paid report
- Print checks (on blank paper without forms)
- Find journals in journal inquiry using date find

Phase 3

- Reports:
 - General ledger trial balance
 - Year to date budget report
 - Vendor invoice list
 - Purchase orders by general ledger account (select open purchase orders)
 - Inventory list by location

- Fixed asset list by location

PAYROLL/HR:

Phase 1

- View deduction master
- View pay type master
- View employee master
- View employee detail history – perform drill down
- View position table
- View terminated employee table

Phase 2

- Add new employee
- Build job pay records
- Start a new payroll
- Generate employee records
- Enter exceptions
- Print final proof
- Update employee files
- Print checks (on blank paper without forms)

Phase 3

- Reports
 - Employee Detail
 - Employee Accrual
 - Detail Check History Report
 - Payroll Register

UTILITY BILLING:

Phase 1

- View charge code file with rate tables
- View account master – perform drill down
- View customer file
- View bill inquiry
- View account inquiry

Phase 2

- Add new account
- Create water service record
- Start a new bill run
 - View charges file maintenance
- Enter meter reading manually
- Run charges proof register
- Generate accounts receivable

- Print bills (on blank paper without forms)
- Make a payment to a bill

Phase 3

- Reports:
 - Consumption inquiry/report
 - Utility billing aging report
 - Charge/payment history
 - Detail receivables register

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):

Phase 1

- View customer file
- View parcel file
- View charge code file
- View tax year parameter
- View motor vehicle master file
- View bill inquiry
- View lien file
- View receipt inquiry
- View activity totals inquiry/report

Phase 2

- Create a new general billing customer
- Add a general billing invoice
- Make a payment against the general billing
- Make a payment against a tax/excise/personal property/etc. bill
- Print payments proof
- Post payments
- Use receipt inquiry to find the payment

Phase 3

- Reports
 - Summary receivables
 - Detail receivables
 - Posted payments report

BUSINESS LICENSES:

- View customer file
- View description codes
- View business license charge codes

- View business license master file
- View business license late payment process
- View bill inquiry
- View business master report
- View business location report

ANIMAL LICENSES:

- View animal type file
- View customer file
- View animal license master file
- View license detail report
- View license history report
- View tag report

PROJECT ACCOUNTING:

(Performed with General Ledger)

- View project master table
- View general ledger master with project code
- View project budget report

MUNIS OFFICE:

- Export from general ledger account inquiry into Excel
- Export from general ledger account inquiry into Word

BUSINESS OBJECTS:

- Verification Report for Crystal Reports from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

TYLER REPORTING SERVICES:

- Verification Report for Tyler Reporting Services from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

CONTRACT MANAGEMENT:

- View contract master file
- Enter a requisition against a contract
- View contract master to highlight changes

CASH MANAGEMENT:

- View a recurring cash flow record for current fiscal year in recurring cash flow F/M
- Generate cash flow file maintenance
- Generate a journal entry on the cash flow file maintenance record created
- Go to general journal entry/proof, find journal that was generated and post it

MUNIS SELF SERVICE – EMPLOYEES:

Phase 1

- View and update the general administration settings
- Add a new user under users

Phase 2

- View and update application administration under Employee Admin
- View and add a web link or document under Document Administration

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	Michelle Madore (michelle.madore@tylertech.com)	(X4483)
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones (steven.jones@tylertech.com)	(X4255)
OS/DBA Team	Ben King (ben.king@tylertech.com)	(X5464)
TylerForms & Reporting Services	Michele Violette (michele.violette@tylertech.com)	(X4381)

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

Munis Internet Updater (MIU): Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration

Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit 4

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00* p.m.	Breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as

follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: April 1, 2012

Exhibit 5

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7.2 DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY ADOBE AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ADOBE'S, ITS AFFILIATES' OR ITS SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED

WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE IN LICENSEE'S JURISDICTION, ADOBE, ITS AFFILIATES AND ITS SUPPLIERS PROVIDE THE SOFTWARE AS-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY. EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 4, IN NO EVENT WILL ADOBE, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this Agreement limits Adobe's liability to Licensee in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact Adobe's Customer Support Department.

9. Governing Law. This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is purchased when Licensee is in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is purchased when Licensee is in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is purchased when Licensee is in any other jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates may be licensed to Licensee by Adobe with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

11. Notice to U.S. Government End Users.

11.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

11.2 U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

13. **Third-Party Beneficiary.** Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

City of Lodi

By: _____

By: _____

Name: _____

Name: Konradt Bartlam

Title: _____

Title: City Manager

Date: _____

Date: _____

Exhibit 6

Insurance Requirements

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 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 anyone directly or indirectly employed by Contractor, and the amount of such insurance shall be as follows:

- | | |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Ea. Occurrence
\$2,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS</u>
\$2,000,000 Ea. Occurrence | 4. <u>SECURITY/PRIVACY LIABILITY</u>
\$4,000,000 Aggregate |
| 5. <u>UMBRELLA LIABILITY</u>
\$4,000,000 | |

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, 95240; (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
is the Comprehensive General Liability Coverage 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 to the extent Contractor is determined to be the sole or primary cause of the claim. Any other insurance maintained by the City of Lodi or its officers and employees, to the extent Contractor is determined to be the sole or primary cause of the claim, 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.

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.

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 7

OSDBA and Disaster Recovery

OSDBA:

- **Support Hours:** 8:00AM to 9:00PM EST
- **Server Support:** Single Tyler production environment (Operating System, Administration, and Software Upgrades/Patches, problem resolution)
- **Database Support:** Maintenance on 3 Database environments (Live/Train/Test)
- **Tyler Support:** Assistance with loading Releases, Upgrades, and New Products (Modules or Licensing)
- **Pro-Active Check:** OSDBA health check program that monitors 8 key areas of the system and automatically opens a support ticket when an issue is discovered.
- **Weekend Service:** Every 2nd Saturday of each month available for Tyler production release upgrades (Note - must be scheduled with the OSDBA department in advance and is subject to availability on a first request - first serve basis).

OSDBA Support

Operating System Support

- Usual, routine and ordinary System Backup and Recovery Assistance (Note – this assistance does *not* include system backup, installation, and recovery services in the event of a hardware or network failure or of a Disaster (A disaster is defined as an unplanned event that prevents the Tyler Software Products from performing critical processes, potentially harming Customer's financial standing or public image ("Disaster"), such as fire, hazardous materials incident, flood, hurricane, tornado, winter storm, earthquake, radiological accident, civil disturbance or explosion)
- Disk Space Configuration
- File Permissions & Security
- Printer Configuration & Troubleshooting
- User Maintenance

Database Support

- Database Administration assistance
- Software upgrades
- SQL Maintenance plans
- Database refreshes
- Diagnosing and resolving SQL errors

Tyler Software Support

- Assistance with loading Tyler releases
- Report Writer Installation assistance and troubleshooting
- PC client software assistance with installation and troubleshooting

OSDBA Advantages:

Support Contract Benefits...

- Ongoing maintenance of Server/Software/Database Upgrades
- Knowledgeable IT professionals who are experts in Microsoft technologies and Tyler software available at minimal cost to maintain the Tyler application and server
- Installation of Tyler releases and availability on Saturday

- System and Database tuning for peak performance
- Backup and Restore of System and Database files
- Knowledge and Expertise across platforms and databases

Disaster Recovery:

Tyler will timely work with client to re-establish access to the Tyler hosted environment in the event client facilities are impacted by a disaster, provided Client has internet access.

Tyler maintains a business continuity plan and multiple data centers in order to timely respond to disasters at its own facilities.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Introduce an Uncodified Ordinance Amending Lodi Municipal Code Chapter 16.24 – Improvements, by Repealing Section 16.24.040 “Streets” in its Entirety; and Further Amending Chapter 16.40 – Reimbursements for Construction, by Repealing Sections 16.40.010 “Findings and Purpose” and 16.40.020 “Improvements to be Reimbursed” in their Entirety

MEETING DATE: August 21, 2013

PREPARED BY: City Attorney’s Office

RECOMMENDED ACTION: Introduce an uncodified Ordinance amending Lodi Municipal Code Chapter 16.24 – Improvements by repealing Section 16.24.040 “Streets” in its entirety; and further amending Chapter 16.40 – Reimbursements for Construction by repealing Sections 16.40.010 “Findings and Purpose” and 16.40.020 “Improvements to be Reimbursed” in their entirety.

BACKGROUND INFORMATION: At the February 20, 2013 City Council meeting, Council adopted Ordinance 1869 adopting the new Zoning Code. At the same time, Council adopted Ordinance 1870 which revised several sections of the old Title 16 that were subsumed within new Title 17 (Title 16 no longer exists though most of the sections have been renumbered and appear in Title 17). Staff inadvertently overlooked that the Title 16 changes should have been made in their new Title 17 location. This uncodified ordinance will clean up the Title 16 changes by eliminating them. A second item will make the changes these sections made to Title 16 to their new locations in Title 17.

Staff recommends that the City Council introduce the ordinance repealing the referenced municipal code sections.

FISCAL IMPACT: N/A

FUNDING: N/A

Stephen Schwabauer
City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 16.24 – IMPROVEMENTS – BY
REPEALING SECTION 16.24.040 “STREETS” IN ITS ENTIRETY; AND
FURTHER AMENDING CHAPTER 16.40 – REIMBURSEMENTS FOR
CONSTRUCTION – BY REPEALING SECTIONS 16.40.010, “FINDINGS AND
PURPOSE,” AND 16.40.020, “IMPROVEMENTS TO BE REIMBURSED”

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 16.24 – Improvements – is hereby amended by repealing Section 16.24.040 “Streets” in its entirety.

SECTION 2. Lodi Municipal Code Chapter 16.40 – Reimbursements for Construction – is hereby amended by repealing Section 16.40.010 “Findings and Purpose”; and Section 16.40.020 “Improvements to be Reimbursed” in their entirety.

SECTION 3. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 4. 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 toward 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 5. 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 6. This uncodified ordinance shall be published one time in the “Lodi News-Sentinel,” a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect 30 days from and after its passage and approval.

Approved this ____ day of _____, 2013

ALAN NAKANISHI
Mayor

Attest:

RANDI JOHL-OLSON
City Clerk

=====

State of California
County of San Joaquin, ss.

I, Randi Johl-Olson, City Clerk of the City of Lodi, do hereby certify that uncodified Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held August 21, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2013, 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.

RANDI JOHL-OLSON
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Introduce Ordinance Amending Lodi Municipal Code Title 17 - Zoning, by Repealing and Reenacting Section 17.50.030 E-3 "Reimbursement for Excess Street Width" in its Entirety; and Further Repealing and Reenacting Sections 17.62.010 – "Findings and Purpose" and 17.62.020 "Improvements to be Reimbursed" in their Entirety

MEETING DATE: August 21, 2013

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Introduce Ordinance amending Lodi Municipal Code Title 17 - Zoning, by repealing and reenacting Section 17.50.030 E-3 "Reimbursement for Excess Street Width" in its entirety; and further repealing and reenacting Sections 17.62.010 – "Findings and Purpose" and 17.62.020 "Improvements to be Reimbursed" in their entirety.

BACKGROUND INFORMATION: At the February 20, 2013 City Council meeting, Council adopted Ordinance 1869 creating the City's Development Code. At the same time, Council adopted Ordinance 1870 which revised several sections of the old Title 16 that were subsumed within new Title 17 (Title 16 no longer exists though most of the sections have been renumbered and appear in Title 17). Staff inadvertently overlooked that the Title 16 changes should have been made in their new Title 17 location. This item will make the changes these sections made to Title 16 to their new locations in Title 17.

Staff recommends that the City Council introduce the ordinance repealing and reenacting the referenced municipal code sections.

FISCAL IMPACT: None.

FUNDING: N/A

Stephen Schwabauer
City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE TITLE 17 – ZONING BY
REPEALING AND REENACTING SECTION 17.50.030 E-3 –
REIMBURSEMENT FOR EXCESS STREET WIDTH IN ITS
ENTIRETY; REPEALING AND REENACTING SECTIONS
17.62.010 – FINDINGS AND PURPOSE, AND 17.62.020 –
IMPROVEMENTS TO BE REIMBURSED IN THEIR
ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 17 – Zoning – is hereby amended by repealing and reenacting Section 17.50.030 E-3 in its entirety and shall read as follows:

3. **Reimbursement for excess street width.** The subdivider or developer may be reimbursed for excess width street construction and right-of-way or for construction or permanent improvements which front adjacent property. Reimbursement shall be made by Private Reimbursement Agreement in compliance accordance with Chapter 17.62. For purposes of this Section excess width streets are defined as:
 - a. New streets over 68 feet in width;
 - b. Widenings of existing street in excess of ~~34 on one side~~ one-half of the adjacent side of the Right-of-Way.

SECTION 2. Lodi Municipal Code Title 17 – Zoning – is hereby amended by repealing and reenacting Section 17.62.010 and Section 17.62.020 in their entirety and shall read as follows:

17.62.010 - Findings and Purpose

The Council hereby finds and declares as follows:

- A. The construction of new streets and water, sewer and storm drains often benefits other properties. Benefits may occur through the provision of supplemental capacity (oversize lines) or installations across or opposite unserved property that would be required to make such improvements upon development or service connection.
- B. The state of California, in Government Code Sections 66485 through 66489 requires that the city either pay for or enter into an agreement to reimburse the installing party, including an amount attributable to interest for such installations. To pay the costs as required by the reimbursement agreement, the city may collect funds from the other properties which benefit from such installations.
- C. The City has adopted a development impact mitigation fee ordinance (Municipal Code Chapter 15.64) which provides for reimbursement and collection of funds from benefitting parcels under only a portion of the circumstances described in Subsection A.
- D. The purpose of Chapter 15.64 is to identify the improvements which are reimbursable under the development impact mitigation fee program and to provide a uniform reimbursement procedure for the cost of improvements which are to be reimbursed from other properties. For purposes of this Article, "applicant" means the owner of the property for which the improvements are being installed or are required to be installed per the Municipal Code.

17.62.020 - Improvements to be Reimbursed

- A. The cost of the following improvements shall be reimbursed from the appropriate ~~development impact mitigation fee fund~~ benefitting parcels. The terms of the reimbursement shall comply with Chapter 15.64.
 - 1. Oversize water mains and major crossings required per Chapter 13.08;
 - 2. Oversize sewers and storm drains required per Chapter 13.12;
 - 3. Excess width street construction and right-of-way required per Chapter 15.44 and 17.50.030;
 - ~~4. Any other construction identified in the City Capital Improvement Program as a project to be funded with development impact mitigation fees.~~

- B. The cost of other improvements which benefit other property or would be required of that property upon development, shall be reimbursed in compliance with this Article.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this ____ day of _____, 2013

ALAN NAKANISHI
MAYOR

ATTEST:

RANDI JOHL-OLSON

City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl-Olson, 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 August 21, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2013, 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.

RANDI JOHL-OLSON
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney