LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

TM

AGENDA – REGULAR MEETING

Date: **September 2, 2015**
Time: **Closed Session 6:00 p.m.**
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:
Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

a) Threatened Litigation – Government Code §54956.9(b); One Application; Potential Litigation of Workers Compensation Claim by Aimee (Murray) New against City of Lodi; WCAB Claim No. CLGG-348840 (DOI: 11/21/06) (CA)

b) Prospective Option to Lease City Property (20± Acres Adjacent to White Slough Water Pollution Control Facility, Located at 12475 North Thornton Road, Lodi, CA); the Negotiating Parties are PG&E and the City of Lodi; Price and Terms of the Lease are Under Negotiation; Government Code §54956.8 (CA)

c) Public Employment – Council Appointee – Job Title, City Manager; Pursuant to Government Code §54957

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 California Coastal Cleanup Day and National Pollution Prevention Week Proclamation (PW)

B-2 Quarterly Update from the Greater Lodi Area Youth Commission (PRCS)

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

C-1 Receive Register of Claims in the Amount of $3,656,558.48 (FIN)

C-2 Approve Minutes (CLK)
a) August 5, 2015 (Regular Meeting)
b) August 5, 2015 (Special Meeting)
c) August 11 and August 18, 2015 (Shirtsleeve Sessions)

C-3 Approve Solicitation of Statements of Qualifications for Engineering Services for Continuous Self-Cleaning Coarse Screen, Replacement Motor Control Center, and Electrical and Instrumentation Upgrades at White Slough Water Pollution Control Facility (PW)

Res. C-4 Adopt Resolution Authorizing City Manager to Execute the Purchase of Two New Fire Engines; Approving Debt Financing with Farmers and Merchants Bank in the Amount of $468,000; Authorizing City Manager and Deputy City Manager to Execute All Necessary Financing Documents; and Appropriating Funds ($32,000) (FD)

Res. C-5 Adopt Resolution Awarding Bid for the Purchase of Two Pad Mount Switches from HD Supply Power Solutions, of Portland, Oregon ($76,000) (EU)

Res. C-6 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Durst Contract Interiors, of Stockton, for Purchase and Installation of Office Furniture at City Hall Annex Building ($84,256) and Appropriating Funds ($93,000) (PW)

Res. C-7 Adopt Resolution Awarding Contract for Ham Lane Signal Modification Improvements 2015 to Tim Paxin's Pacific Excavation, Inc., of Elk Grove ($331,934) (PW)

Res. C-8 Adopt Resolution Approving Final Map for The Villas at Sunwest, Tract No. 3823 (PW)

Res. C-9 Adopt Resolution Authorizing City Manager to Execute Amended and Restated Joint Exercise of Powers Agreement of the Eastern San Joaquin County Groundwater Basin Authority (PW)

Res. C-10 Adopt Resolution Authorizing City Manager to Execute the State Homeland Security Grant Memorandum of Understanding and Appropriating Funds ($50,000) (PD)

C-11 Authorize Mayor to Sign a Letter in Response to the San Joaquin County Grand Jury Report on Unattended For-Profit Donation Bins (CM)

Res. C-12 Adopt Resolution Authorizing City Manager to Appropriate Vehicle Replacement Funds ($146,900) (PD)

Res. C-13 Adopt Resolution Approving Fiscal Year 2015/16 Arts Grants (PRCS)

C-14 Receive Update on Emergency Condition at Grape Bowl (PRCS)

C-15 Set Public Hearing for October 21, 2015, to Consider Unmet Transit Needs in Lodi (PW)

Res. C-16 Adopt Resolution Amending Section 7 (b) of City Manager's Employment Agreement

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings

Res. G-1 Public Hearing to Consider Resolution Establishing Area of Benefit and Reimbursable Costs for Harney Lane Grade Separation Project Utility Undergrounding (PW)

Res. G-2 Public Hearing to Adopt Resolution of Formation of the Lodi Tourism Business Improvement District (CM)

H. Communications – None

I. Regular Calendar

Res. I-1 Adopt Resolution Approving Policy for Sick Leave Benefits for Part-Time, Temporary, or Seasonal Employees in Accordance with Assembly Bill No. 1522, the Healthy Workplaces, Healthy Families Act of 2014 (CM)

J. Ordinances

Ord. (Adopt) J-1 Ordinance No. 1912 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 12 – Streets, Sidewalks and Public Places – by Repealing Chapter 12.07, 'Lodi Tourism Business Improvement District,' in Its Entirety, Thereby Rescinding Ordinance No. 1753 and Ordinance No. 1818, Disestablishing the Lodi Tourism Business Improvement District" (CLK)

Ord. (Adopt) J-2 Ordinance No. 1914 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 17.18 – Residential Zoning Districts – by Repealing and Re-Enacting Section 17.18.303, 'Residential Zoning District Land Uses and Permit Requirements;' and Amending Chapter 17.22 – Mixed Use Zoning Districts – by Repealing and Re-Enacting Section 17.22.030, 'Mixed Use Zoning Districts Land Uses and Permit Requirements,' in Their Entirety" (CLK)

K. Adjournment

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

_____
Jennifer M. Ferraiolo
City Clerk

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

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

AGENDA ITEM B-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation of Proclamation Proclaiming September 19, 2015, as "California Coastal Cleanup Day" and September 21-27, 2015, as "National Pollution Prevention Week" in Lodi

MEETING DATE: September 2, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming September 19, 2015, as "California Coastal Cleanup Day" and September 21-27, 2015, as "National Pollution Prevention Week" in Lodi.

BACKGROUND INFORMATION: Every year, on the third Saturday in September, people join together at sites all over California to take part in the State's largest volunteer event, California Coastal Cleanup Day. In 2014, nearly 67,000 volunteers removed more than 1,190,000 pounds of trash and recyclables from California's beaches, lakes, and waterways. Families, friends, coworkers, scout troops, school groups, service clubs, and individuals come together to celebrate and share their appreciation of California's fabulous beaches, lakes, and waterways. The event is part of the International Coastal Cleanup, organized by the Ocean Conservancy, which is the largest volunteer event on the planet.

Vast amounts of plastic debris litter the world's oceans, and most of this debris comes from land. Our beaches are collecting spots for trash from city streets and highways. Trash can travel via inland waterways, storm drains, sewers, and wind, and then eventually ends up on the coast. If not removed, this debris will end up in the ocean. Beach cleanups are a last line of defense to prevent debris from causing harm to our oceans, to wildlife, to our coastal economies, and even to beach-goers.

2015 will be Lodi's 13th year participating in this annual event. In 2014, over 250 volunteers removed almost 450 pounds of trash and recyclables from Lodi Lake and nearby waterways. This year, Lodi Lake Coastal Cleanup participants are encouraged to ride their bicycles to the cleanup event.

This year is the 25th anniversary of the Pollution Prevention Act of 1990 and National Pollution Prevention Week is an opportunity for City of Lodi to bring awareness to ways in which we can all, on a daily basis, prevent pollution and to celebrate the volunteers and residents throughout the City of Lodi who actively participate in pollution prevention activities.

A representative of the Public Works Department will be present to accept the proclamation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/tb

APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM B-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Quarterly Update from the Greater Lodi Area Youth Commission

MEETING DATE: September 2, 2015

PREPARED BY: Parks, Recreation, and Cultural Services Director

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RECOMMENDED ACTION: Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

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Jeff Hood
Parks, Recreation, and Cultural Services Director

Prepared by: JCW

APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM C-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Register of Claims through August 13, 2015 in the total amount of $3,656,558.48

MEETING DATE: September 2, 2015

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for $3,656,558.48.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $3,656,558.48 through 08/13/15. Also attached is Payroll in the amount of $1,309,944.09.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

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Ruby R. Paiste
Financial Services Manager

RRP/mlm

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report
City of Lodi, CA - v10.5 Live
7/31/2015 through 8/13/2015

Fund	Amount
100 - General Fund	1,638,917.84
120 - Library Fund	19,404.76
140 - Expendable Trust	236,129.12
200 - Parks Rec & Cultural Services	80,365.84
270 - Comm Dev Special Rev Fund	2,510.74
301 - Gas Tax-2105 2106 2107	17,289.37
302 - Gas Tax -2103	494.35
303 - Measure K Funds	402.19
350 - H U D	47,674.44
431 - Capital Outlay/General Fund	1,293,089.40
434 - Arts in Public Places-IMF	150.00
500 - Electric Utility Fund	111,300.58
501 - Utility Outlay Reserve Fund	20,807.01
504 - Public Benefits Fund	7.12
530 - Waste Water Utility Fund	34,789.83
531 - Waste Wtr Util-Capital Outlay	28,211.83
560 - Water Utility Fund	37,105.76
561 - Water Utility-Capital Outlay	4,680.08
590 - Central Plume	5,880.25
600 - Dial-a-Ride/Transportation	16,001.69
601 - Transit Capital	3,718.60
650 - Internal Service/Equip Maint	37,432.15
655 - Employee Benefits	2,084.80
665 - Worker's Comp Insurance	18,110.73
Total	3,656,558.48

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 8/2/2015

Fund	Description	Amount
100	General Fund	773,233.78
120	Library Fund	26,202.14
200	Parks Rec & Cultural Services	101,274.21
214	LPD-OTS Grants	12,855.45
270	Comm Dev Special Rev Fund	25,152.97
301	Gas Tax-2105 2106 2107	24,672.11
500	Electric Utility Fund	171,983.33
530	Waste Water Utility Fund	118,979.75
560	Water Utility Fund	23,640.11
600	Dial-a-Ride/Transportation	11,003.76
650	Internal Service/Equip Maint	15,534.88
655	Employee Benefits	5,411.60
Report Total		**1,309,944.09**

AGENDA ITEM C-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes
a) August 5, 2015 (Regular Meeting)
b) August 5, 2015 (Special Meeting)
c) August 11, 2015 (Shirtsleeve Session)
d) August 18, 2015 (Shirtsleeve Session)

MEETING DATE: September 2, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) August 5, 2015 (Regular Meeting)
b) August 5, 2015 (Special Meeting)
c) August 11, 2015 (Shirtsleeve Session)
d) August 18, 2015 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

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LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 5, 2015

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of August 5, 2015, was called to order by Mayor Pro Tempore Chandler at 6:33 p.m.

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

C-2 Announcement of Closed Session

a) Actual Litigation: Government Code §54956.9(a); One Case; People of the State of California and the City of Lodi, California v. M & P Investments, et al.; United States District Court, Eastern District of California; Case No. CIV-S-00-2441 FCD JFM (CA)

C-3 Adjourn to Closed Session

At 6:33 p.m., Mayor Pro Tempore Chandler adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:40 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Pro Tempore Chandler reconvened the City Council meeting, and City Attorney Magdich disclosed the following action.

Item C-2 (a) was discussion only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of August 5, 2015, was called to order by Mayor Pro Tempore Chandler at 7:00 p.m.

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

B. Presentations

B-1 Check Presentation by Tree Lodi to Parks, Recreation, and Cultural Services Department ($7,000) (PRCS)

Parks Superintendent Steve Dutra and representatives of Tree Lodi presented a check in the amount of $7,000 to the City to offset the Parks Division's costs associated with replanting the trees at Peterson Park. Mr. Dutra thanked the City Council; City Manager; Parks, Recreation, and Cultural Services Director; and Public Works Director for their continued support and assistance.

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

Council Member Mounce made a motion, second by Council Member Nakanishi, to approve the following items hereinafter set forth in accordance with the report and recommendation of the City Manager.

C-1 Receive Register of Claims in the Amount of $10,297,497.81 (FIN)

Claims were approved in the amount of $10,297,497.81.

C-2 Approve Minutes (CLK)

The minutes of July 7, 2015 (Shirtsleeve Session), July 8, 2015 (Special Meeting), July 14, 2015 (Shirtsleeve Session), and July 21, 2015 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Michael David Winery Force Main Project (PW)

Approved the plans and specifications and authorized advertisement for bids for the Michael David Winery Force Main Project.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Public Library Children's Area Expansion Project (PW)

Approved the plans and specifications and authorized advertisement for bids for the Lodi Public Library Children's Area Expansion Project.

C-5 Approve Specifications and Authorize Advertisement for Bids to Procure Padmount Switches (EU)

Approved the specifications and authorized advertisement for bids to procure padmount switches.

C-6 Adopt Resolution Authorizing City Manager to Approve the Purchase of Bucket Truck from Altec Industries, Inc., of Dixon ($155,000) (EU)

Adopted Resolution No. 2015-122 authorizing the City Manager to approve the purchase of a bucket truck from Altec Industries, Inc., of Dixon, in the amount of $155,000.

C-7 Adopt Resolution Authorizing City Manager to Execute Purchase Order for Yeoman Return Activated Sludge Pump at White Slough Water Pollution Control Facility from Pump Repair Service Company, of San Francisco ($31,000) (PW)

Adopted Resolution No. 2015-123 authorizing the City Manager to execute a purchase order for the Yeoman return activated sludge pump at White Slough Water Pollution Control Facility from Pump Repair Service Company, of San Francisco, in the amount of $31,000.

C-8 Adopt Resolution Authorizing City Manager to Execute Purchase Order for Software Upgrades and Support for Supervisory Control and Data Acquisition System at the Surface Water Treatment Facility from Wonderware Norcal, of Healdsburg ($38,000) (PW)

Adopted Resolution No. 2015-124 authorizing the City Manager to execute a purchase order for software upgrades and support for a Supervisory Control and Data Acquisition System at the Surface Water Treatment Facility from Wonderware Norcal, of Healdsburg, in the amount of $38,000.

C-9 Adopt Resolution Awarding Contract for LED Luminaire Retrofit of Cobra Head Street Lights with Tanko Lighting, of San Francisco ($1.3 Million) (EU)

Adopted Resolution No. 2015-125 awarding the contract for the LED luminaire retrofit of cobra head street lights with Tanko Lighting, of San Francisco, in the amount of $1.3 million.

C-10 Adopt Resolution Approving Debt Financing with Farmers and Merchants Bank of Lodi for LED Street Light Retrofit Project ($1.5 Million) and Authorizing City Manager and Deputy City Manager to Execute All Necessary Financing Documents (EU)

In response to Council Member Nakanishi, Deputy City Manager Jordan Ayers stated that this debt financing is related to street lights and that revenues from the State-mandated green house gas program will repay the debt.

Adopted Resolution No. 2015-126 approving debt financing with Farmers and Merchants Bank of Lodi for the LED Street Light Retrofit Project in the amount of $1.5 million and authorizing the City Manager and Deputy City Manager to execute all necessary financing documents.

C-11 Accept Improvements Under Contract for Lodi Lake Park - Wading Pool Resurfacing Improvements (PW)

Accepted the improvements under the contract for the Lodi Lake Park - Wading Pool Resurfacing Improvements.

C-12 Accept Improvements Under Contract for Lodi Lake Storm Drain Outfall Improvement Project (PW)

Accepted the improvements under the contract for the Lodi Lake Storm Drain Outfall Improvement Project.

C-13 Adopt Resolution Approving Final Map for Sunwest Cottages, Tract No. 3858 (PW)

Adopted Resolution No. 2015-127 approving the Final Map for Sunwest Cottages, Tract No. 3858.

C-14 Adopt Resolution Authorizing City Manager to Execute Three-Year Professional Services Agreement with Lyons Security Service, Inc., of Orange, for Security Services at Hutchins Street Square and Authorizing Parks, Recreation, and Cultural Services Director to Execute Extensions ($40,000) (PRCS)

Adopted Resolution No. 2015-128 authorizing the City Manager to execute a three-year Professional Services Agreement with Lyons Security Service, Inc., of Orange, for security services at Hutchins Street Square and authorizing the Parks, Recreation, and Cultural Services Director to execute extensions in the amount of $40,000.

C-15 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with ICF Jones & Stokes, Inc., of Sacramento, for Lodi Lake Park Grant Applications ($73,891) and Appropriating Funds (PRCS)

Adopted Resolution No. 2015-129 authorizing the City Manager to execute a Professional Services Agreement with ICF Jones & Stokes, Inc., of Sacramento, for Lodi Lake Park grant applications in the amount of $73,891 and appropriating funds.

C-16 Adopt Resolution Approving City Payment of Central Valley Regional Water Quality Control Board Oversight Costs for PCE Cleanup Program and Appropriating Funds ($220,000) (PW)

Adopted Resolution No. 2015-130 approving City payment of the Central Valley Regional Water Quality Control Board oversight costs for the PCE cleanup program and appropriating funds in the amount of $220,000.

C-17 Adopt Resolution Declaring City Council's Support of the Mokelumne Watershed Interregional Sustainability Evaluation Program (PW)

Adopted Resolution No. 2015-131 declaring the City Council's support of the Mokelumne Watershed Interregional Sustainability Evaluation Program.

C-18 Authorize the Mayor, on Behalf of the City Council, to Send a Letter of Opposition for AB 278 (Hernandez): District-Based Municipal Elections (CLK)

Authorized the Mayor, on behalf of the City Council, to send a letter of opposition for AB 278 (Hernandez): District-Based Municipal Elections.

C-19 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

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

C-20 Report on Emergency Air Conditioning Equipment Replacement at White Slough Water Pollution Control Facility (PW)

Received report on the emergency air conditioning equipment replacement at White Slough Water Pollution Control Facility.

C-21 Adopt Resolution Declaring Intention to Annex Territory to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax to Pay for Certain Public Services (Annexation No. 3) and Setting a Public Hearing for September 16, 2015 (PW)

Adopted Resolution No. 2015-132 declaring intention to annex territory to Community Facilities District No. 2007-1 (Public Services) and to levy a special tax to pay for certain public services (Annexation No. 3) and setting a public hearing for September 16, 2015.

D. Comments by the Public on Non-Agenda Items
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Bob Bechill expressed concern about the overwhelming increase in transients in Lodi, stating that Lawrence Park is overrun with homeless individuals; the downtown and major shopping areas are affected by aggressive panhandling; and crimes, especially petty theft, have increased significantly. He stated he no longer recommends downtown as a destination because of this growing problem and recounted an incident where a transient became aggressive toward him. He urged the City to make this issue its highest priority by compelling the Police Department to strictly enforce laws relating to loitering, dumpster diving, and panhandling and urging the Homelessness Solutions Committee (HSC) to present its final report as soon as possible in order to immediately take action on its recommendations.

City Manager Schwabauer explained that Council is limited on what it can discuss at this meeting, as the matter of homelessness was not agendized; however, at the request of Council Member Nakanishi, Mr. Schwabauer stated that the HSC is discussing this matter and will come forward with recommendations. Until then, the Lodi Police Department has made significant effort to increase downtown patrols, including paying overtime. Unfortunately, staffing issues and injuries has negatively impacted the number of officers available to patrol the streets, but the Chief is committed to re-establishing the level of patrol as quickly as possible. Additionally, the Police Department conducted Operation Hope for the Homeless with a focus on social services and removal of encampment sites.

Council Member Kuehne stated he serves on the HSC, adding that the committee now meets weekly due to the importance of this issue and is diligently working to present a thorough, comprehensive report.

Susan Rabusin announced that she started a Facebook group called Citizens Against Lodi Electric Utilities Rates and Charges, which has a following of over 600 individuals and provides an opportunity for citizens to question and investigate their utility bills. Many people have reported bills that have doubled or tripled from June to July. She expressed concern that citizens are encouraged to contact the City if there are questions about a bill; however, staff responds that customers are unable to read their bill correctly, that they are confused by the water meter, or that it was an unusually hot month. The group feels they do not receive adequate service or response from Lodi Electric. Ms. Rabusin expressed hope that the City will work with this group to address its concerns; that Lodi's rates will become more in-line with SMUD's rates; and that customer service is improved to better assist residents with their utility bill questions.

Mayor Pro Tempore Chandler suggested it would be beneficial for the group to meet with Electric Utility staff to hear an explanation of the utility bill, receive guidance on how to save energy, and to view comparisons of costs with other communities.

Council Member Nakanishi suggested a town hall meeting to educate the public on how Lodi Electric operates.

Council Member Mounce agreed with the idea of a town hall meeting and further suggested that Council meet with Electric Utility staff to review Lodi's tiered rate structure, stating that the tiers could be structured more like PG&E's. Council Member Mounce stated she joined the Facebook group and has reviewed the posts and comments. With regard to upgrading homes to be more energy efficient, Council Member Mounce pointed out that many residents are renters and are unable to make improvements to their homes. She suggested a program to assist renters, as well as incentives for landlords to upgrade their properties.

Pam Summer expressed concern about the homeless individuals who sleep on the bus benches in front of Victory Center and leave rubbish in the area.

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

Council Member Nakanishi announced that 72 block parties were held at last night's annual National Night Out event and he attended three of the parties, including one hosted by the son of former East Side Improvement Committee member, Eileen St. Yves, who is continuing her advocacy for the east side. Council Member Nakanishi encouraged neighborhoods to form Neighborhood Watch groups and participate in next year's event.

Council Member Mounce, who serves as the 2nd Vice President on the Executive Board of the League of California Cities, reported on its recent meeting to discuss transportation issues in California, stating there is a bill moving through legislation that may garner support that would greatly assist cities with respect to transportation, streets, and roads by providing needed funding. Council Member Mounce thanked Council for supporting the opposition letter on AB 278 regarding district-based municipal elections, explaining that Lodi is not large enough to have elections by district and that opposition of this bill promotes local control for municipalities. With regard to the homeless situation, Council Member Mounce stated this is not a unique problem to Lodi; however, she firmly believes that Lodi offers valuable programs to assist individuals in becoming productive citizens of the community, but those who choose not to accept help should locate to another community.

Mayor Pro Tempore Chandler reported that he serves on the Northern California Power Agency and announced that he was nominated to serve on its Executive Committee.

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

City Manager Schwabauer extended an invitation to meet privately with Ms. Rabusin and her Facebook members to discuss their electric utility bill concerns; however, he declined her invitation to join the Facebook group, explaining that it is not the most appropriate venue to discuss the matter. Mr. Schwabauer further explained that SMUD has a significant percentage of hydroelectric power, which is the basis for its rate structure, and its size and economy of scale help spread its costs. The hydroelectric power allows SMUD to have lower rates; however, this could negatively affect SMUD when it is required to have a 50 percent renewable standard portfolio as hydroelectric will not be included.

G. Public Hearings

G-1 Public Hearing to Consider Reduction of Special Taxes and Annual Index for Community Facilities District No. 2007-1 (CM)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Pro Tempore Chandler called for the public hearing to consider reduction of special taxes and annual index for Community Facilities District (CFD) No. 2007-1.

City Manager Schwabauer explained that in 2007, Lodi established the CFD for all new residences built within the City, which was set at $600 per residence per year and indexed at the greater of 5 percent or Consumer Price Index (CPI). As indexed today, the fee would be $840 per residence per year, which is significant, especially in light of how drastically the economy changed after 2007. The homebuilders who are constructing these new homes requested the City provide a measure of relief by reducing the fee. In exchange for reducing the fee to $500 and an indexing of the greater of 2 percent or CPI, the developers agreed to waive their vested rights to reduce their development impact fees on a sliding scale between three and four years. There are several items on the agenda relating to this matter. Public Hearing G-1 is the public hearing regarding the reduction in the fee; no action is required at this time, and staff will return at the next Council meeting to set a date for the election, at which the landowners will vote. The second public hearing, G-2, is to consider three development agreements, and the third public hearing, G-3, is to annex two new properties into the CFD.

Mayor Pro Tempore Chandler opened the public hearing for public comment.

There being no public comments, Mayor Pro Tempore Chandler closed the public hearing.

There was no Council action required on this matter.

G-2 Public Hearing to Consider Approving Development Agreements for the Reynolds Ranch, Rose Gate, and Van Ruiten Ranch Subdivisions and Introduce Ordinances Adopting the Development Agreements to Reduce Community Facilities District Special Taxes and Waiving Vesting Map Rights (CM)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Pro Tempore Chandler called for the public hearing to consider approving development agreements for the Reynolds Ranch, Rose Gate, and Van Ruiten Ranch subdivisions and introduce ordinances adopting the development agreements to reduce Community Facilities District (CFD) special taxes and waiving vesting map rights.

City Manager Schwabauer explained that this action relates to Public Hearing G-1 and is action to approve the development agreements with Van Ruiten Ranch, Rose Gate, and Reynolds Ranch subdivisions to waive their vested rights to the reduced impact fees.

Council Member Mounce expressed appreciation to the involved parties for agreeing to an arrangement that is mutually beneficial to all, as it was never the City's intention to extend the vested map reduction for future years.

Mayor Pro Tempore Chandler opened the public hearing for public comment.

There being no public comments, Mayor Pro Tempore Chandler closed the public hearing.

Council Member Mounce made a motion, second by Council Member Kuehne, to introduce Ordinance No. 1908 adopting the development agreement for the Reynolds Ranch Subdivision; Ordinance No. 1909 adopting the development agreement for the Rose Gate Subdivision; and Ordinance No. 1910 adopting the development agreement for the Van Ruiten Ranch Subdivision, which will reduce Community Facilities District special taxes and waive vesting map rights.

G-3 Public Hearing to Receive Input and Consider Adoption of a Resolution Calling an Election to Submit to the Qualified Electors the Question of Levying a Special Tax within the Area Proposed to be Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 2); and a Resolution Declaring the Results of the Special Election and Ordering the Annexation of Territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 2); and Introduce an Ordinance Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 2) (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Pro Tempore Chandler called for the public hearing to consider adoption of a resolution calling an election to submit to the qualified electors the question of levying a special tax within the area proposed to be annexed to Community Facilities District (CFD) No. 2007-1 (Public Services) (Annexation No. 2); and a resolution declaring the results of the special election and ordering the annexation of territory to CFD No. 2007-1 (Public Services) (Annexation No. 2); and introduce an ordinance levying and apportioning the special tax in territory annexed to CFD No. 2007-1 (Public Services) (Annexation No. 2).

City Manager Schwabauer explained that this action relates to Public Hearings G-1 and G-2 and is action to annex new land, located on Tienda Drive and Kettleman Lane near the senior facility, into the CFD at the reduced rate proposed for the other developments.

In response to Council Member Nakanishi, Mr. Schwabauer explained that CFD votes can be handled in two ways: 1) all parties can waive time and vote on the issue immediately, similar to this item; or 2) absent the waivers, wait the full three-month period to vote, as is the case for the reduced assessment on Public Hearing G-1.

Mayor Pro Tempore Chandler opened the public hearing for public comment.

There being no public comments, Mayor Pro Tempore Chandler closed the public hearing.

Council Member Mounce made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-133 calling an election to submit to the qualified electors the question of levying a special tax within the area proposed to be annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 2).

Council Member Mounce made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2015-134 declaring the results of the special election and ordering the annexation of territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 2).

Council Member Mounce made a motion, second by Council Member Kuehne, to introduce Ordinance No. 1911 levying and apportioning the special tax in territory annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 2).

G-4 Public Meeting to Allow Public Testimony Regarding the Proposed Lodi Tourism Business Improvement District Assessment; Adopt Resolution of Intention to Disestablish the

Existing Lodi Tourism Business Improvement District; and Introduce an Ordinance Disestablishing the Existing Lodi Tourism Business Improvement District (CM)

Mayor Pro Tempore Chandler called for the public meeting to allow public testimony regarding the proposed Lodi Tourism Business Improvement District (LTBID) assessment; adopt resolution of intention to disestablish the existing LTBID; and introduce an ordinance disestablishing the existing LTBID.

Business Development Manager Adam Brucker provided a presentation regarding the proposed Lodi Tourism Business Improvement District Assessment. Specific topics of discussion included actions taken at the July 15, 2015, meeting to establish the new district and request San Joaquin County consent to add the area known as Flag City to the district and noticing requirements to all lodging owners in the district regarding the 45-day protest period. Mr. Brucker explained that the first portion of this item is to accept public testimony, after which no further action on the establishment of the new district is necessary until the public hearing. Additionally, the second portion of this item is to take the initial steps to disestablish the existing District by adopting a resolution of intention and introducing an ordinance. Council will take final action at its September 2, 2015, meeting following the 45-day protest period. Mr. Brucker confirmed that the San Joaquin County Board of Supervisors will vote on its consent to add Flag City prior to Council's meeting on September 2.

Mayor Pro Tempore Chandler opened the public hearing for public comment.

There being no public comments, Mayor Pro Tempore Chandler closed the public hearing.

Council Member Mounce made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-135 of Intention to disestablish the existing Lodi Tourism Business Improvement District.

Council Member Kuehne made a motion, second by Council Member Nakanishi, to introduce Ordinance No. 1912 disestablishing the existing Lodi Tourism Business Improvement District.

H. Communications

H-1 Appointments to the Greater Lodi Area Youth Commission (Adult Advisors), Planning Commission, and San Joaquin County Commission on Aging; and Post for Vacancies on the Lodi Senior Citizens Commission and Lodi Arts Commission (CLK)

Council Member Mounce made a motion, second by Council Member Kuehne, to make the following appointments and direct the City Clerk to post for the following vacancies:

Appointments:

Greater Lodi Area Youth Commission (Adult Advisors)
Elizabeth Mazzeo, term to expire May 31, 2018
Anne Siegfried, term to expire May 31, 2018
Daniel Valdez, term to expire May 31, 2018

Planning Commission
Steven Hennecke, term to expire June 30, 2019
David Kirsten, term to expire June 30, 2019

San Joaquin County Commission on Aging
Teresa Whitmire, term to expire June 30, 2018

Posting:

Lodi Senior Citizens Commission
One Vacancy, term to expire December 31, 2016

Lodi Arts Commission
One Vacancy, term to expire July 1, 2017

I. Regular Calendar

I-1 Adopt Resolution Adding One Full-Time Management Analyst Position to be Shared Between the Fire and Parks, Recreation, and Cultural Services Departments and Deleting One Part-Time Management Analyst Position Within the Fire Department and Revising Appropriations ($66,200) (CM)

Human Resources Manager Adele Post provided a presentation regarding the addition of one full-time Management Analyst position to be shared between the Fire Department at 60 percent and Parks, Recreation, and Cultural Services Department at 40 percent and the deletion of one part-time Management Analyst position in the Fire Department.

In response to Council Member Mounce, Ms. Post confirmed that the individual currently filling the part-time position is eligible to participate in the recruitment for the new full-time position.

Council Member Mounce made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-136 adding one full-time Management Analyst position to be shared between the Fire and Parks, Recreation, and Cultural Services Departments and deleting one part-time Management Analyst position within the Fire Department and revising appropriations in the amount of $66,200.

I-2 Adopt Resolution Adding One Maintenance Worker I Position in the Wastewater Division and One Maintenance Worker III Position in the Streets Division and Deleting One Wastewater Plant Operator Position and One Streets Supervisor Position Within the Public Works Department (CM)

Human Resources Manager Adele Post provided a presentation regarding the addition of one Maintenance Worker I position in the Wastewater Division and one Maintenance Worker III position in the Streets Division and deleting one Wastewater Plant Operator position and one Streets Supervisor position within the Public Works Department, stating this adjustment will result in a cost savings of $53,000, split between the two divisions, and improve operations within the department.

Council Member Kuehne made a motion, second by Mayor Pro Tempore Chandler, to adopt Resolution No. 2015-137 adding one Maintenance Worker I position in the Wastewater Division and one Maintenance Worker III position in the Streets Division and deleting one Wastewater Plant Operator position and one Streets Supervisor position within the Public Works Department.

I-3 Introduce Ordinance Amending Lodi Municipal Code Title 15 - Buildings and Construction - by Adding Chapter 15.19, "Expedited Permit Process for Small Residential Rooftop Solar Systems" (CD)

City Manager Schwabauer provided a presentation regarding the ordinance adding Lodi Municipal Code Chapter 15.19, Expedited Permit Process for Small Residential Rooftop Solar Systems, explaining that the State enacted a law requiring municipalities to streamline the process for applications to construct rooftop solar systems and grant the building permit within a three-day period.

In response to Council Member Kuehne, Mr. Schwabauer stated there are two possible catalysts for this law: 1) some municipalities may be slowing the process with bureaucratic red tape; and 2) solar companies may be pushing the expedited process to avoid customers changing their minds about solar purchases. In response to Mr. Schwabauer, Building Official Dennis Canright estimated that eight customers to date have withdrawn their rooftop solar system permits and that he typically issues refunds each month.

Council Member Mounce expressed support for the checklist requirement, adding it was her desire that every department use checklists to track the progress of projects. In response to Council Member Mounce, Rates & Resources Manager Melissa Cadek confirmed that the City, through the net metering law, buys back solar energy at the end of the year that customers create at the retail rate less 3 percent for public benefits.

In response to Council Member Nakanishi, Mr. Schwabauer stated there is an inadequate amount of solar energy produced in Lodi to supply its full load, and he doubted there ever would be enough; however, he believed that, moving forward, the City will see an increase in solar energy. Further, Mr. Schwabauer confirmed that solar is costly to buy back from customers because the City buys back the energy at the retail rate, not wholesale, and the customer does not contribute toward the operation and maintenance costs of the City's distribution system. In addition, utilities will be required to meet the 50 percent renewable portfolio standard, which is green energy that costs half that of natural gas. In further response, Mr. Schwabauer stated that solar energy is roughly 1.5 times higher in cost.

In response to Council Member Mounce, Mayor Pro Tempore Chandler stated that Northern California Power Agency is working to earn credit for hydroelectric energy because it is renewable.

Council Member Kuehne pointed out that it is not solely municipally-owned utilities that face this problem and that investor-owned utilities, such as PG&E and SMUD, will also be required to meet these standards.

Council Member Mounce made a motion, second by Council Member Kuehne, to introduce Ordinance No. 1913 amending Lodi Municipal Code Title 15 - Buildings and Construction - by adding Chapter 15.19, "Expedited Permit Process for Small Residential Rooftop Solar Systems."

J. Ordinances

J-1 Ordinance No. 1907 Entitled, "An Ordinance of the Lodi City Council Amending Lodi MunicipalCode Title 15 - Buildings and Construction - by Repealing and Re-Enacting Chapter 15.65, 'San Joaquin County Regional Transportation Impact Fee,' in its Entirety" (CLK)

Council Member Mounce made a motion, second by Council Member Kuehne, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1907 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 15 - Buildings and Construction - by Repealing and Re-Enacting Chapter 15.65, 'San Joaquin County Regional Transportation Impact Fee,' in its Entirety," which was introduced at a regular meeting of the Lodi City Council held July 15, 2015.

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:09 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 5, 2015

A. Call to Order / Roll Call

The Special Joint Meeting of the City Council and the Recreation Committee of August 5, 2015, was called to order by Mayor Pro Tempore Chandler at 8:17 p.m.

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

Also in attendance from the Lodi Recreation Commission were the following: Mike Carouba, Mark Hamilton, Larry Long, and Jeffrey Palmquist.

B. Topic(s)

B-1 Presentation by PROS Consulting, Inc., Related to Strategic Plan for Parks, Recreation, and Cultural Services (PRCS)

Parks, Recreation, and Cultural Services Director Jeff Hood introduced the attending Recreation Commissioners and explained that the purpose of the presentation was to receive the strategic plan results, which is a culmination of data collecting, surveys, and meetings, and to discuss the meanings behind the information. The Recreation Commission will formulate and present its recommendations to Council in the near future.

Neelay Bhatt of PROS Consulting, Inc., provided a PowerPoint presentation regarding the Strategic Plan for Parks, Recreation, and Cultural Services. Specific topics of discussion included levels of service, equity maps, priority rankings, and next steps.

In response to Council Member Kuehne, Mr. Bhatt explained that indoor recreational spaces include multiple uses, such as rentals, gymnasiums, fitness spaces, boys and girls clubs, walking and jogging tracks, and activities of that nature. In further response, Mr. Bhatt stated that spraygrounds are flat pads with water features that children run through and are typically visually appealing, safe, and allow water to be recycled.

Council Member Mounce suggested that an indoor fitness and exercise facility would likely compete with privately-operated exercise gyms, which may not be viewed favorably in Lodi. Mr. Bhatt stressed that an indoor recreation facility is a multi-use gathering place, not solely a gym setting, that would be a venue for special events, walking and jogging, tournaments, and activities for the entire family to do in one space. Council Member Mounce questioned if Hutchins Street Square, with its pool, track, and field, could be utilized as an indoor recreation facility as she believed it is underutilized. Mr. Bhatt responded that the outcome of the plan is to prepare a feasibility study, which would help answer that question. If the desire is to pursue a new site, partnerships are an option to fund the project. His concern with Hutchins Street Square is there is inadequate storage to handle multiple uses and programs in a single day; however, he believed the facility offerings could be expanded. The feasibility study would determine viable options. At the request of Council Member Mounce, Mr. Bhatt stated he would provide Council with examples of indoor recreational facilities in other communities and how they were funded.

Mayor Pro Tempore Chandler requested a matrix on who wanted programs versus facilities, what types, and where there are gaps. Mr. Bhatt responded that he would provide the background data.

Council Member Nakanishi expressed concern that there are insufficient revenues to fund the wants and needs of the community and questioned how other communities have handled this, whether it was with grants or fee increases. He further stated he was uncertain about spending money on studies if a revenue stream does not exist. Mr. Bhatt stated that some communities fund through program fees; other options include selling naming rights to a facility; and the next step in the process will delve deeper into funding possibilities and which options have the lowest and highest feasibility. Council Member Nakanishi expressed support for a trail at Lodi Lake from the Nature Area to the other side of the Lake.

Mr. Hood stated that staff is working with an engineering firm and soliciting grant funding for a trail along the river at Lodi Lake, which was the driving force behind hiring PROS Consulting to do this study. The Department has a fixed amount of revenue, and his focus is to spend that money responsibly, identify areas that can be scaled back in order to target areas of greater neglect, and to better direct funding to areas of greatest interest to the community. This study will help the Department better target its funds.

Council Member Kuehne questioned if the idea of installing bike trails along Highway 12 to Lockeford where the railroad tracks once existed has been explored. He further suggested there may be opportunities to build more trails in Lodi, such as on the overpass over Highway 99, that could connect all around the City. Mr. Schwabauer responded that the future of the property on Highway 12 is questionable as Caltrans may use it to widen Highway 99. In further response, Mr. Schwabauer confirmed that the Harney Lane Grade Separation project does incorporate space for a pedestrian and bike passage.

Council Member Nakanishi, who covered a recent San Joaquin Council of Governments meeting, confirmed that the money is in place for the overpass at that location.

At the request of Council Member Mounce, Mr. Bhatt provided his overall assessment that Lodi needs to invest in its future and, if it does not do so now, it will be left behind. He added that the community meetings and survey results indicate the community is willing to support this effort with 70 percent stating they would pay extra fees and taxes for the important issues from the survey. In his experience, he has never seen a bond fail if more than two-thirds of the community is willing to support such a measure, and in this tough economic climate, that speaks volumes in moving forward with this opportunity.

Jeffrey Palmquist, Recreation Commissioner, expressed strong support for the Department, which consistently makes ends meet during tough economic times, but he cautioned that the Department cannot continue operating with inadequate revenues, especially with aging facilities and public demand for services and programs. He encouraged Council to take action to protect the future of its facilities, programs, and services.

Mark Hamilton, Recreation Commissioner, pointed out that a 70 percent return shows that citizens want to help support its facilities and program. He stated that he also serves on the Chamber of Commerce Vision 2020 committee regarding health and activity, and he believed it was possible to create a plan and find the revenue needed to accomplish the goals, including community project and volunteer participation opportunities.

Larry Long, Recreation Commissioner, commended staff for continuing to maintain City parks at a consistent level and Mr. Bhatt for his report. He stated more work is necessary to determine funding sources, as well as ideas to generate money that is self funding, and he looked forward to seeing the outcome of that discussion. Mr. Long suggested that the Woodbridge Irrigation District canals be considered for bike paths, if that is feasible. He further informed Council that the Commission will soon meet with Council to discuss Lodi Lake and potentially closing sections of the park to perform necessary repairs.

Mike Carouba, Recreation Commissioner, stressed the importance and necessity of spending money on feasibility studies because it identifies the community's needs and the costs associated with them. He believed the City has a public relations problem and it needs a mechanism to

demonstrate to the public what the desires and expectations are, whether or not the City can afford them, and how the City will fund them. He used the example of keeping the Hutchins Street Square pool open for only five people.

Council Member Mounce pointed out that the City has ten-year-old studies and plans on file for a water park and indoor sports complex that it could never afford to construct.

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 9:04 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 11, 2015

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 11, 2015, commencing at 7:01 a.m.

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

NOTE: Council Member Kuehne left the meeting at 8:07 a.m.

B. Topic(s)

B-1 Renewables Portfolio Standard Update (EU)

Rates and Resources Manager Melissa Cadek provided a PowerPoint presentation regarding the Renewables Portfolio Standard (RPS) update. Specific topics of discussion included current RPS requirements, future of RPS, RPS in review, Lodi RPS, Lodi's current resources versus requirement, current RPS efforts, Lodi's new resources versus requirement, and next steps.

Mario De Bernardo, State Government Relations and External Affairs Manager with Northern California Power Agency (NCPA), provided an update on two pieces of legislation: AB 645 (Williams) and SB 350 (de Leon), both of which address future potential RPS targets, regulations, and related issues. Mr. De Bernardo stated that NCPA and City staff met with legislative staff on July 20, 2015, at the Lodi Energy Center to explain where Lodi fits in the State's energy goals and the value it brings to Lodi. Additionally, NCPA has been active at the State Capitol in lobbying with legislators, as well as with key staff members, who are drafting both pieces of legislation.

In response to Council Member Nakanishi, Mr. De Bernardo stated that SB 350 addresses the matters that Governor Brown was attempting to attain; whereas, AB 645 does not. With respect to President Obama's plan, Mr. De Bernardo explained that his plan, which focuses on emissions from power plants, is separate from these pieces of legislation, which are related to renewable energy procurement from utilities. Ms. Cadek added that President Obama's Clean Power Plan is less stringent than the proposed California plan, which will fall under the Air Resources Board to craft and submit to the Environmental Protection Agency. Mr. De Bernardo further explained that these bills deal specifically with industrial utilities procuring renewable energy; not so much on emission numbers, but reduction in emissions is the ultimate goal. Labor plays a significant role in the bill, and it focuses on jobs, which is the reason this bill is not directed at emissions reductions, but on renewable projects.

In response to Council Member Mounce, Mr. De Bernardo stated both bills passed their house of origin on June 3, 2015, without amendments, but at the next level, some amendments were made and discussions continue on the major outstanding issues, such as rooftop solar and energy efficiency. At the request of Council Member Mounce, Mr. De Bernardo stated he would provide information to Council on who supports and who opposes the bills.

Mr. De Bernardo reported that NCPA has been involved in discussions with Senator de Leon since January to identify operational challenges associated with implementing his legislation. He predicted that, of the two bills, SB 350 is more likely to pass based on the amount of attention the bill has received. As he stated previously, the two outstanding issues are: 1) rooftop solar,

because it does not receive credit in the RPS program as it does not lead to construction of large power plants and because solar companies cannot use union labor, and 2) energy efficiency because the goal to double energy efficiency is too general, there are competing proposals, it does not give local government flexibility to provide incentives and energy efficiency activities, and there is a requirement to disclose customer usage data to regulatory agencies, which is a privacy concern. Mr. De Bernardo stated that both investor- and publicly-owned utilities are pushing to have solar energy applied toward the RPS program.

In response to Council Member Mounce, Mayor Pro Tempore Chandler stated that Senator Galgiani and Assemblymember Cooper listened carefully to the information presented to them, and he believed they would vote in a manner that was beneficial to Lodi. In further response, Mayor Pro Tempore Chandler stated that letters have not yet been sent because the final position of the bills is unknown.

In response to Council Member Mounce, Mr. De Bernardo stated that NCPA's outreach has gone beyond the letter-writing campaign, adding that the local representatives were given detailed, informative packets on NCPA's position at their meeting, along with elected representatives from member cities and NCPA staff attending to articulate the concerns. Council Member Mounce stressed the importance of letter-writing campaigns, stating that pressure from every angle and in many forms helps get cities' message across to legislators.

In answer to Council Member Kuehne, Ms. Cadek stated that geothermal energy is one of Lodi's largest contributors toward its RPS program and that Palo Alto has a significant source of hydroelectric power.

In response to Council Member Nakanishi, Ms. Cadek stated that, if the price is reasonable, it would be prudent to buy more renewable power now and spread it over multiple years; however, there are limitations on excess surplus because short-term energy contracts, i.e. those less than ten years, cannot be counted.

In response to Council Member Kuehne, Ms. Cadek stated that the City, through NCPA, is participating with a Southern California power agency in a 75 megawatt solar project in Kern County, which locked in a price of $60 per hour that would generate 31,000 megawatts of power a year for the City.

In response to Council Member Nakanishi, Ms. Cadek stated that this project is incorporated in the current price structure. She further explained that RPS contracts lock in a price over a long term, but the up-front cost is higher than market prices and, as time goes on and market power prices increase, the mid and later years of the contract will cost less because of the locked-in price. Council Member Nakanishi questioned if the City will need to raise rates because of this contract, to which Ms. Cadek responded that she cannot predict what will happen in 2017, at which time the City will begin paying on this contract, because these renewable resources will impact the Energy Cost Adjustment (ECA) but not the base rates.

Council Member Mounce expressed disappointment in staff's explanation at the previous Council meeting to the Facebook group concerned about electric utility rates. She believed staff failed to mention that SMUD's potential inability to meet the State-mandated requirement for renewable resources, which may cause it to raise rates, does not take affect until the year 2030, yet citizens want relief on their bills now. Further, she believed staff was not clear regarding the City's buy-back of solar energy, stating it only refunds customers for energy produced beyond their usage. City Manager Schwabauer pointed out that, while 2030 is the ultimate deadline to reach 50 percent RPS, there are interim targets as early as 2023. With regard to solar, the City does not allow solar users to construct solar systems that may generate more power than they need for their homes because the City is required to buy back the power at retail cost, which does not recapture the cost for marketing and distributing the power. Council Member Mounce stated that the public deserves the entire answer to a question; not only the piece that satisfies staff's position.

Council Member Kuehne suggested that legislators be made aware of this predicament and be

requested to enact legislation allowing utilities to recapture the cost of distribution and maintenance from customers, rather than a set percentage. If that were possible, customers could build larger solar panels than needed because the City could recover it costs. Ms. Cadek explained that, under the net metering law, customers can be compensated at the end of the year if they generated more energy than they used. Council approved the compensation rate at the retail rate, less the 3 percent public benefits charge. She stated there is some discussion that, when the 2016 legislation ends, the net metering law may be revamped to address this concern, but it is too early to know what the outcome may be. She stated the City can readdress the matter once the bill renews or ends in 2016.

Council Member Nakanishi stated it was a moot point because it is state law, to which Mr. Schwabauer responded to the contrary, stating the City needs to advocate for policies that work for its rate payers and, to do so, it needs to understand legislators' points of view.

In response to Council Member Mounce, Ms. Cadek stated that solar customers are given the option to be compensated for their excess power generation by City check or to roll the amount to the next year as a credit. Last year, the City issued $9,000 back to customers for solar power generation. Council Member Mounce requested a list of who received checks and for how much, as well as who carried over their credits and for how much. City Manager Schwabauer stated that the report cannot identify individuals, but it can list the number of accounts and the dollar amounts. Council Member Mounce stated she believed that checks written to individuals were public information. City Attorney Magdich stated that, under State law, customer names and energy usage is privileged information.

Electric Utility Director Elizabeth Kirkley informed Council that, in the near future, staff will present information at a Shirtsleeve Session on the impact solar customers have on the City's revenue stream and options to better recover revenue.

Council Member Nakanishi questioned if those cities who chose not to move forward with the current RPS projects through NCPA are delaying their obligation to meet this requirements. Ms. Cadek responded that most of those cities are either already fully resourced to 2025, are focusing on behind-the-meter generation, or have a surplus situation. Each member has a different portfolio and they likely opted out because they do not have a need for it at this time.

In response to Council Member Kuehne, Ms. Cadek explained there is a distribution cost to bring power to Lodi from the various power plants, but the cost is the same regardless of where the plant is located.

In response to Council Member Nakanishi, Ms. Cadek stated that transmission costs are similar, but it can vary depending on the amount of congestion on the lines. Ms. Magdich added that the Southern California project in Kern County is on inexpensive land with plenty of room to build solar farms for the project. In further response, Ms. Cadek stated that purchasing power outside of California is complicated and not worthwhile as that power does not count toward RPS and is less valuable.

Council Member Mounce questioned the status of the project that the City was considering five years ago to utilize property at the White Slough Water Pollution Control Facility for a solar project. Ms. Kirkley stated she was unsure, as this occurred before she came to Lodi, but speculated the reason is the minimal available property, adding that such a project would generate very little power and the cost per generation would be higher than the project currently under consideration. Mr. Schwabauer stated he recalled that it was determined the project would not be economically feasible, but he would follow up on the matter and report back to Council. Council Member Mounce believed Lodi should be able to utilize its own property for projects or sell to NCPA for a project. Ms. Cadek explained that 6 to 7 acres is needed in order to build a solar system of 1 megawatt and that utilities typically buy into projects in the 70 to 100 megawatt range because of lower pricing.

In response to Mayor Pro Tempore Chandler, Ms. Cadek explained that the City receives roughly $4 million in greenhouse gas revenues and that Council approved a plan last year to use those

funds primarily on public benefits and energy efficiencies. Mr. Schwabauer added that the greenhouse gas program is an artificial market to require people to pay for carbon use, but over time that resource will fade.

Council Member Kuehne stated he would like the utility rate tiers to be less complicated and is looking forward to the upcoming Shirtsleeve Session at which this topic will be discussed.

Council Member Mounce concurred that the tiers need to be simplified so that those who utilize a substantial amount of energy will pay more and those that do not are more in line with PG&E's rates.

In response to Council Member Nakanishi, Ms. Cadek stated that, in the initial years of the proposed projects, the impact on the power cost would be $1 to $2 while the cost of power is higher than the market; however, green power would be less. Mr. Schwabauer added that staff cannot predict what will happen; the market will decide what impact it will have.

In response to Council Member Nakanishi, Mr. De Bernardo stated that NCPA has raised the concern with legislators that these mandates are causing an increase in commercial costs, causing rate payers and businesses to look elsewhere; however, Senator de Leon's response is that the same argument was made on the initial RPS bill, yet the economy is now stronger. There is a great deal of focus on the pending bill amendments to ensure the issues relating to investment in local projects, rooftop solar projects, and flexibility on energy efficiencies are addressed. Council Member Nakanishi expressed concern that, because states other than California have less-stringent requirements, businesses will choose to locate outside of the state, which will negatively affect California's economy, to which Mr. De Bernardo agreed, stating that argument has been made to legislators as well. In further response, Mr. De Bernardo stated that the current bill allows local government to exercise a cost containment provision, should cost become an issue, and avoid complete compliance with RPS; however, it is unknown how those provisions will be addressed. The few small utilities that made this argument have yet to hear if their claims will be accepted by the California Energy Commission.

In response to Mayor Pro Tempore Chandler, Mr. De Bernardo stated that NCPA is fighting to ensure large hydroelectric power counts toward the RPS because is contributes significantly to reducing the carbon footprint and because it is poor policy to make utilities dump excess power in order to meet the 50 percent RPS.

In response to Council Member Mounce, Mr. De Bernardo stated that legislators excluded hydroelectric power in the bill, but they are not arguing that hydro is not a renewable resource; rather, the incentive behind the bill is to create new projects, and hydro plants have not been constructed over the last few decades, nor are any planned for the foreseeable future. Council Member Mounce stressed that NCPA should be creating a game plan to strongly encourage legislators to include hydroelectric in the bill and questioned if NCPA staff has a positive relationship with legislators who could carry a bill written or co-authored by NCPA through the process. Mr. De Bernardo responded that NCPA has worked with legislators to address the amendments in SB 350, including the hydro issues, and will continue to do so. Council Member Mounce demonstrated her passion about government, stating it is necessary to fight hard and argue the point to reach the desired outcome.

Ms. Kirkley pointed out that, even if the 50 percent RPS mandate is not approved, Lodi will still need the two new proposed projects to maintain the existing 33 percent requirement.

Alex Aliferis stated that the group, Coalition of Energy Users, is currently fighting against SB 350 and he encouraged the Council and others in San Joaquin County to actively oppose the bill. He believed SB 350 was a dangerous bill that would mandate citizens to reduce gas, thereby increasing gas prices. Mr. Aliferis presented statistics on California's utility costs for residential, commercial, and industrial users, all of which demonstrate that California is significantly higher than the national average, and on the low number of manufacturing facilities that were built or expanded in California as compared nationally.

Mike Lusk requested clarification regarding the 2017 ECA increases in relationship to the Astoria project, to which Ms. Cadek stated that any increases that affect power costs are dependent upon sales and the ECA, and there were multiple moving parts that make it difficult to predict the affect on rates. Further, the Astoria project results in a fixed rate for 20 years, with a higher up-front cost and lower cost in the later years for a net zero impact, but the affect on rates will depend on where market prices are moving. Ms. Kirkley further explained that, if the RPS requirement did not exist, the City would enter power contracts on the market because, at this time, it is less costly; however, this law requires that a contract be in place to meet the RPS requirement. Mr. Schwabauer further explained that the Astoria contract will not change what will happen with the ECA because it is a fixed price, but the rest of the market will impact the ECA with an increase or decrease. If the situation is positive in 2019, the ECA will decrease despite the fact that the Astoria cost is higher, but if market prices increase, the City will save money on the Astoria contract, but it would cause the ECA to increase.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:31 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 18, 2015

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 18, 2015, commencing at 7:00 a.m.

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

B. Topic(s)

B-1 Receive Presentation from Northern California Power Agency Regarding the State Mandated Public Benefits Program (EU)

Jonathan Changus of the Northern California Power Agency (NCPA) provided a PowerPoint presentation regarding the State-mandated Public Benefits Program. Specific topics of discussion included an overview of the Public Goods Charge (PGC); AB 1890; energy efficiency and conservation; new investment in renewable energy resources; research, development and demonstration programs; service for low-income customers; and key considerations.

Council Member Nakanishi questioned if the PGC rate of 2.85 percent could increase, to which Mr. Changus responded that most utilities adopted the set 2.85 percent level, while the rare few have opted to establish a higher percentage.

Council Member Kuehne questioned if PGC funding would be available for testing electric meters to ensure they are reading accurately, to which City Manager Schwabauer replied that this funding is not available for that service because there are no energy efficiency consequences associated with reading meters. In the case of a failed meter, customers are not charged for the service. Electric Utility Director Elizabeth Kirkley added that the meters are incapable of providing erroneous readings; the meters either work or fail. She further pointed out that PGC funding can be used to expand services to customers for education, outreach, and energy audits, stating that energy audits are most effective in addressing customer concerns. Mr. Schwabauer agreed, stating that many customers are using significant amounts of power because of antiquated mechanical systems or systems that are too large for their homes and that energy audits can educate customers on ways to reduce their energy costs. In further response to Council Member Kuehne, Ms. Kirkley stated that staff is currently working to implement a program to offer energy audits. Business Development Manager Adam Brucker added that the service is currently being provided on a limited basis and that the City's consultant is researching the matter, as well as costs, to determine if such a program is feasible. Council Member Kuehne suggested that information regarding water usage and conservation be incorporated into the program.
Mr. Brucker stated that another program under consideration is a direct install program, whereby the City makes recommendations on equipment and contractors, that would be offered jointly through Electric Utility and Public Works. Mr. Changus stated that combination audit programs for energy and water are fairly common in the industry, adding that there may be State funding through the California Energy Commission to support those activities.

In response to Mayor Pro Tempore Chandler, Mr. Changus stated that investor-owned utilities had a sunset date of 2011 for its PGC, but it continues through Governor Brown as a regulation instead of as legislation.

In response to Council Member Kuehne, Mr. Changus explained that a smart grid is an advanced smart meter and meter data management software geared toward advanced energy services, such as monitoring real-time usage and sending alerts to customers.

In response to Council Member Nakanishi, Mr. Changus stated there has been some legislation movement for investor-owned utilities on smart grids relating to distribution generation, electric vehicle charging, and requiring information on system operations be available, but it has been less focused on public-owned utilities.

In response to Council Member Nakanishi, Ms. Kirkley stated that a portion of the low-income subsidies comes from the public benefits program fund. Mr. Schwabauer confirmed that Lodi's program provides relief to low-income individuals against a certain percentage of their utility bill; however, it does not completely forgive payment of the bill. Individuals who qualify for the assistance must complete an application to receive the discount, which is applied prospectively. Mr. Brucker added that the City contracts with the Lodi Salvation Army and sets aside $50,000 toward its CARE Program, which is used to assist qualifying individuals with emergency grant money.

In response to Council Member Nakanishi, Mr. Brucker stated that the public benefits program budget is roughly $1.9 million, and there is likely a fair amount remaining in the account as the new budget year began only a short while ago.

In response to Mayor Pro Tempore Chandler, Mr. Changus stated that, after the solar legislation sunsets in 2016, the per-watt incentive portion will be eliminated while the net metering law is indefinite and that the 2.85 percent PGC will continue until legislators vote otherwise, which triggers a 2/3 vote requirement, thereby making it unlikely to change.

In response to Council Member Nakanishi, Mr. Schwabauer reaffirmed that solar customers can sell their excess energy back to the City; however, the City does not permit residents to construct solar systems that would generate more power than they need because the City must buy back the power at the retail rate, which is a poor business model. In further response, Mr. Schwabauer stated he could not estimate the percentage of solar households it would take to eventually cause harm to the utility rates, but there is harm caused by the fact that some customers are paying full costs while others are not. Mr. Changus stated that, typically, 15 percent or more of excess generators or net meter solar customers on a feeder line can create potential operational issues that may require transformer upgrades. In further reply, Mr. Changus stated that efforts are being made in Sacramento to ensure legislation includes stronger requirements for solar systems, including requiring energy audits or replacement of antiquated systems prior to installing solar systems and restrictions on the size of systems, in order to address the increase in excess generators.

In response to Council Member Nakanishi, Mr. Brucker confirmed that solar rebate funds have been exhausted for the remainder of this year, adding that $560,000 was designated for the program and those funds were committed quickly. Mr. Changus added that, because the federal tax credits will sunset next year, there has been a significant push from solar companies to encourage customers to install solar systems while the benefit and rebates still exist.

In response to Mayor Johnson, Mr. Changus stated that it is realistic to anticipate an attempt to extend or redefine the solar legislation that could mean minimal to modest increases that public-owned utilities would be expected to provide under the net metering law. He added that a number of utilities are pursuing community-operated systems where they can control locations and address other issues, as well as offering solar to renters and businesses.

In response to Council Member Kuehne, Mr. Schwabauer confirmed that the City has seven electric vehicle charging stations at five different locations; there is no cost to charge electric vehicles; and Council discussed options for charging vehicles, but determined to leave it at no cost due to the fact that the required infrastructure would be more costly than what the City could recover over ten years. In further response regarding charging stations at retail centers, Mr. Schwabauer stated staff is trying to get private infrastructure incentivized and is working with

the developer to install stations at Reynolds Ranch. Mr. Brucker stated that there is a possibility a transformer would need to be upgraded in order to install a charging station at Reynolds Ranch and it is questionable at this time that it will happen. Mr. Changus informed Council that NCPA is exploring potential public funding via grants to install charging stations near freeways and that some utilities fund stations with greenhouse gas monies.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:51 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

AGENDA ITEM C-03

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Solicitation of Statements of Qualifications for Engineering Services for Continuous Self-Cleaning Coarse Screen, Replacement Motor Control Center, and Electrical and Instrumentation Upgrades at White Slough Water Pollution Control Facility

MEETING DATE: September 2, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve solicitation of statements of qualifications for engineering services for continuous self-cleaning coarse screen, replacement motor control center, and electrical and instrumentation upgrades at White Slough Water Pollution Control Facility.

BACKGROUND: The existing fine screen facility provides excellent protection of downstream equipment and increases reliability. Due to the current plant loading and the fine screening demands of the tertiary system, the existing screens require a high level of maintenance to provide reliability. An upstream coarse screening facility will reduce the loading to the fine screens and lower the required maintenance. The upstream coarse screening facility will also provide a connection for septage disposal outside of the existing plant fence line. This allows for connection during unstaffed hours. In addition to septage disposal, the facility will be equipped with a vactor dump station to provide coarse screening of the material and safer operations than the current dump facility. Continuous self-cleaning bar screens are recommended in the 2001 White Slough Water Pollution Control Master Plan. The estimated cost of these improvements is $6 million.

The main plant electrical building or motor control center (MCC) was constructed in 1990. It has reached maximum capacity, has exceeded its anticipated life expectancy, and does not meet current building codes. The air quality of the MCC is poor due to its location downwind of the head works of the plant. The hydrogen sulfides emitted from the raw wastewater in the head works accelerates the corrosion of the wiring, electronics, concrete, and motors. A new electrical building located upwind of the head works will provide larger capacity, comply with current code requirements, and will include a more contained environment for the equipment and staff. The estimated cost of these improvements is $2.5 million.

Although White Slough Water Pollution Control Facility (WSWPCF) has undergone expansions and improvements over the years to meet increasingly stringent discharge standards, a complete arc flash analysis of the system has yet to be completed. The occurrence of an arc flash or arc fault can be deadly. An arc flash is the result of a rapid release of energy within the MCC with the air as the conductor. They are generally limited to systems where the bus voltage is in excess of 120 volts. The processes and equipment at WSWPCF utilize 480 volts or higher. Arc flash analysis provides the plant staff with thorough understanding of the electrical potential within the lineup of the plant. This knowledge is critical to the safety of the WSWPCF staff.

The multiple improvement projects have resulted in a variety of electrical and instrumentation standards being implanted. A complete survey of the electrical and instrumentation equipment is necessary to determine what modifications are required to maintain the plant reliability and operational safety. The estimated cost of these electrical and control improvements are $1.5 million.

APPROVED: _____

Stephen Schwabauer, City Manager

Currently, the ultra violet (UV) system is undergoing an evaluation to determine the most cost effective alternative of keeping the high maintenance 10 year old Trojan facility, changing the UV lights to another style compatible with the Trojan facility, or replacing the entire UV facilities with those from another manufacturer. Depending upon the final recommendation, engineering services may be required for the design of the replacement facilities. The cost of these improvements is unknown at this time.

A field investigation of several of the concrete process tanks within the plant was recently conducted. Several of the tanks showed signs of corrosion due to age and high hydrogen sulfides levels. Photos provided in Attachment 1 demonstrate the severity of the corrosion. These photos were taken in 2011 during a primary influent channel cleaning project. The walls were badly corroded and intermediate repairs were made at the time. A complete plant structural assessment is warranted to prevent any future emergency actions related to structural failure. The cost to repair corrosion damage concrete tank structures is unknown but is suspected to be approximately $2.5 million.

The last complete Operations & Maintenance (O&M) manual for WSWPCF was written in 1978. An updated O&M manual is not only critical to plant operations, but is also a regulatory requirement, which is currently not being met. In May 2014, Regional Water Quality Control Board (RWQCB) staff conducted a plant inspection and state staff recommended that WSWPCF update the 1978 O & M manual. During the July 2015 inspection, the RWQCB staff noted that it had not been accomplished. The O&M manual is intended to be a guide for plant operation, maintenance, training, and regulatory compliance and needs to be continuously updated.

Staff was requested by Council to explore options of preparing in-house the O&M manual. The factors impeding in-house preparation of this document are the lack of computer aided drafting expertise and software within the WSWPCF staff, the lack of administrative staff time to produce the several hundred page document, and limited blocks of time for staff to prepare the equipment, process, control and standard operating procedures descriptions.

Staff recommends that City Council approve the solicitation of statements of qualifications for engineering services in an effort to plan important upgrades and needed maintenance.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable

F. Wally Sandelin
Public Works Director

Prepared by Karen Honer, Wastewater Plant Superintendent
FWS/KH/tb
Attachment

Attachment 1

AGENDA ITEM C-04

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute the Purchase of Two New Fire Engines; Approving Debt Financing with Farmers and Merchants Bank in the Amount of $468,000; Authorizing City Manager and Deputy City Manager to Execute All Necessary Financing Documents; and Appropriating Funds ($32,000)

MEETING DATE: September 2, 2015

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute the purchase of two new fire engines; approving debt financing with Farmers and Merchants Bank in the amount of $468,000; authorizing City Manager and Deputy City Manager to execute all necessary financing documents; and appropriating funds in the amount of $32,000.

BACKGROUND INFORMATION: The Fire Department currently has six Type-1 Urban Structure Fire Engines and two Aerial Fire Trucks utilized at four fire stations. Five engines are used as front line vehicles and one engine is used as reserve. Authorization will provide all stations with reliable front line apparatus and create an additional reserve engine to support the fleet.

The Type-1 Urban Structure Fire Engines have a fire industry usage standard of 10 years and then they are rotated to the reserve group. The reserve fire engines have a back-up service life cycle of 10 years, for a total service life cycle of approximately 20 years per fire engine. The two engines that will be replaced are Engine 2032 and Engine 2033. Engine 2032 has 111,668 miles and Engine 2033 has 128,304 miles, each being in service since 1997, representing 18 years of front line service.

Currently, Engine 2032 and Engine 2033 are at the end of their useful life and in need of continual repair, leaving them unavailable for daily emergency response. Maintenance costs for the fleet continue to rise with the age of the fleet.

Purchase of the new Type-I Fire Engine is in conformance with the adopted vehicle replacement plan for the City's Fire Apparatus and helps to provide a consistent, safe, and reliable service delivery platform for our firefighters.

Staff recommends the purchase of two engines from Hi-Tech Emergency Vehicle Services, Inc. utilizing the San Jose Fire Department Type-1 Tag-On Proposal (San Jose RFB 12-13-44), as shown on Attachment A. 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 the City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

APPROVED: _____

Steve Schwabauer, City Manager

If the recommended purchase is approved, the Fire Department will place the current Engine 2033 in reserve, Engine 2032 will be used for replacement parts, and the two new engines will become the new front line engines.

Although Council approved appropriations of $900,000 in the Fiscal Year 2015/16 budget, staff is recommending that one engine be purchased outright and the second engine be purchased through a lease financing mechanism with Farmers and Merchants Bank. An additional appropriation of $32,000 is necessary to fully fund the purchase cost of the engines.

To pursue a lower cost of financing and to ensure compliance with the City's Debt Management Policy, an RFP for debt financing of the engine was issued on July 29, 2015 with a response deadline of August 5, 2015. Nine responses were received. A review of the proposals in accordance with the City's Debt Management Policy resulted in the selection and recommendation of a five-year debt financing with Farmers and Merchants Bank at an interest rate of 1.93 percent. The proposed term minimizes total interest costs while providing a reasonable period of time to repay the debt without an adverse impact on City cash reserves. The estimated annual payment of approximately $99,172 will be paid from Fire Department appropriations. Documents in substantially final form are attached.

FISCAL IMPACT: The purchase price for each engine is $465,664.68. Total purchase price for two engines would be $931,329.36 (Attachment B). Replacing the engines will result in lower maintenance costs as compared to the existing engines. Total interest cost over the life of the loan is $30,820.

FUNDING AVAILABLE:

Vehicle Replacement Fund (40699100.77040)	$900,000
Appropriation Requested (40699100.77040)	$32,000

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Larry Rooney
Fire Chief

Attachment A – San Jose Notice of Request for Bids
Attachment B – Hi-Tech Emergency Vehicle Service Inc. Quote
Attachment C – Farmers & Merchants Bank Loan Documents

Notice of Request for Bids (RFB)
RFB 12-13-44

1500 GPM Fire Engines (Design & Build)

Key Dates and Information:

Deadline for: • **Written questions/clarifications** • **Objecting to specifications** • **Deadline for "Approved Equal" Submissions**	**May 9, 2013, 3:00pm (PDT)** **Questions must be submitted in writing using the BidSync Question and Answer utility at www.bidsync.com.**
Due Date and Time: **Required Submissions:** • **Pricing online** • **Signed Bid Certificate** • **3 References** • **Service Center Form Completed**	**May 22, 2013, 3:00pm (PDT)** **1) Electronic Pricing Submission on BidSync** **2) Attach scanned copy of signed Bid Certificate to electronic Bid** **3) Attach references to electronic Bid** **4) Attach Service Center form to electronic Bid**
Public Opening of Bids:	**Virtual bid opening via BidSync**
Procurement Contact: **Address:** **E-mail address**	**Jamil (Jay) Coleman** **City of San Jose** **200 E. Santa Clara St, 13th Floor** **San Jose, CA 95113** **Jay.coleman@sanjoseca.gov**

1 GENERAL INFORMATION

1.1 This bid package contains all of the information and documents necessary to prepare and submit a responsive bid. Contractors are cautioned to read all of the documentation provided. Contractors will be responsible for complying with all requirements identified herein.

1.2 The City, in its sole discretion, may reject any or all bids received, including separately bid items where a partial bid award is possible under the terms of this RFB.

2 SCOPE

2.1 INTRODUCTION

2.1.1 The City of San José (hereinafter "City") is soliciting bids from qualified contractors to provide two (2), 1,500- gallon-per-minute (GPM), Spartan Gladiator LFD (or equal) Fire Engines with a six-person, engine forward, tilt cab. The apparatus shall meet the requirements of National Fire Protection Association Standard 1901-1911, (2009 or latest edition) in all respects.

2.1.2 The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from to these estimated quantities shall not entitle the contractor to an adjustment in the unit price or to any additional compensation.

2.1.3 The City reserves the right to purchase additional units at the bid price for a period of 12 months from the issue date of the purchase order. Additionally, the City reserves the option to renew the resulting Purchase Order for 7 additional terms of 1 year, for a total of 8 years. In the event the City elects to exercise its option for annual renewals, price adjustments will be considered by the City if the contractor demonstrates to the satisfaction of the City that price increase is justified. Any increase shall not exceed 3% annually.

3 MINIMUM QUALIFICATIONS

Bidder must satisfy the minimum requirements specified below. Bids that do not meet or exceed the minimum requirements shall be deemed non-responsive and will not be considered.

3.1 Provide references least three (3) metropolitan fire departments that have received within the last five years and are currently using apparatus manufactured by the bidder that are of similar construction and type, and which represent the specified design, quality and workmanship of this specification. The reference list shall include the name of the agency, address, contact person, telephone number, and age of the apparatus. Use the Previous Customer Reference Worksheet (Attachment 5).

4 HOW TO OBTAIN THIS RFB

4.1 This RFB may be downloaded from the BidSync e-Procurement system located at www.bidsync.com. Suppliers may also navigate to the City of San Jose Bid-Line Web site at www.sanjoseca.gov/purchasing/default.asp. At either Web site, follow the links to register for the on line service. You may register for free either on-line or by calling BidSync Vendor Support at **1-800-990-9339,** telling the support representative that you are registering for City of San José procurements.

4.2 Bidders can attach documents on Bidsync for online bids by clicking on “Upload Attachments”, then browse through your computer to fine the document you want to attach. Click “Browse”, find the document, and click “Open”. The location of the document will be in the browse field. Click on “submit” to attach the document. Any questions regarding document attachment or uploading should be directed to BidSync at the above mentioned telephone number.

4.3 All addenda and notices related to this procurement will be posted by the City on BidSync. In the event that this RFB is obtained through any means other than BidSync, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFB document.

5 COMPLETE RFB

This document describes the Products or Services required by the City, RFB process and RFB provisions. In addition, the following attachments, exhibits and/or appendices are included:

5.1 ATTACHMENTS

The following Attachments are included in this bid package. Bidders are responsible for ensuring that they possess all of the documents identified below. If a document identified below is missing, contact the Procurement Contact identified on the cover page of this document.

Attachment Number	Title
1	Bid Specifications
2	Bid Pricing Form
3	Bid Certification
4	Request for Approved Equals
5	Previous Customer Reference Form
6	Local/Small Business Enterprise Preference Request
7	Service Center Form
8	Insurance (for onsite training)
9	Purchase Order Terms and Conditions
10	Liquidated Damages Addendum

6 INSTRUCTIONS TO BIDDERS

6.1 PREPARATION OF BID

6.1.1 All bid pricing shall be submitted online on BidSync, and required forms provided in this Request for Bid (RFB) package shall be attached to electronic bid.

6.1.2 Only on-line bids shall be accepted. Contractors are to submit pricing online using the BidSync System. There will be no public opening of bids.

6.1.3 Contractors are to attach a scanned copy of the signed Bid Certification Form to the electronic bid submission, including any other required attachments.

6.1.4 The authorized person signing the Bid Certification Form shall initial erasures, interlineations, or other modifications in the bid in original ink.

6.1.5 No bid shall be altered, amended, or withdrawn after the specified bid due time and date.

6.1.6 Periods of time, stated as a number of days, shall be in calendar days (not working days).

6.1.7 It is the responsibility of all contractors to examine the entire RFB package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after bid due time and date.

6.1.8 No plea of ignorance of conditions that exist, or that may exist hereafter, or of conditions or difficulties encountered in execution of work under this contract will be accepted as an excuse for failure of, or omission on the part of contractors to fulfill in every detail all of the requirements of contract, nor will they be accepted as basis for any claims whatsoever for extra compensation.

6.1.9 All costs associated with responding to this bid shall be at the bidder's sole expense. The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

6.1.10 Submission of additional or conflicting terms, conditions or agreements with this bid document will result in the determination that the bid is non-responsive.

6.1.11 The Bid documents are complementary, and what is called for by any one of the documents shall be as binding as if called for by all.

6.2 REQUIRED BID SUBMISSION DOCUMENTS

Document to Submit	Attachment #	When to Submit	Comments
Bid Pricing	2	By due date.	Electronic submission.
Bid Certification	3	By due date.	Electronic submission.
Request for "Approved Equals"	4	By questions deadline.	Submit via email, if applicable.
Previous Customer Reference Form	5	By due date.	Attach to Electronic submission.
Request for Local/Small Business Preference	6	By due date.	If applicable, please attach file with your electronic submittal, unless you submitted qualification as part of your company registration with BidSync.
Service Center Form	7	By due date.	Electronic submission.
Insurance Requirements	8	Post Award by Successful Contractor, 10 days from	Submit via email.

Document to Submit	Attachment #	When to Submit	Comments
		the final date in the protest period.	
Liquidated Damages Addendum	10	Post Award by Successful Contractor, 10 days from the final date in the protest period.	Submit via email.

6.3 OBJECTIONS

Any objections as to the structure, content or distribution of this RFB must be submitted in writing to the purchasing contact identified on the Cover Page prior to the submission deadline for Questions and Answers. Objections must be as specific as possible, and identify the RFB section number and title, as well as a description and rationale for the objection.

6.4 INQUIRIES

Any questions related to an RFB shall be directed to the Procurement Contact identified on the Cover Page by the deadline specified. The contractor shall not contact or ask questions of any other City employee or person involved with the development of the specifications or any other information related to the RFB. All questions are to be submitted in writing through the BidSync Question and Answer utility. Oral interpretations or clarifications will be without legal effect. All responses to questions will be in writing in the form of an addendum. Questions answered on BidSync shall be considered addendum to the RFB.

6.5 SUBMITTAL OF REQUEST FOR APPROVED EQUALS

6.5.1 Contractors wishing to submit request for “approved equals” products must complete and submit Attachment #4 by the deadline indicated under “key dates and information” on the first page of this document. Supporting documentation must be included that demonstrates compliance with the specifications as listed in this document.

6.5.2 When an “or equal” is offered, the City may test and evaluate the product prior to award of the contract. At contractor’s expense, this full evaluation may require independent testing, including destructive testing, at qualified test facilities.

6.5.3 Instructions for requesting approved equals as listed in Attachment #4 must be followed explicitly. Each and every product specification as listed in Attachments #1A and 1B must be identified with contractor acknowledging that the product meets or exceeds these specifications. Each product specification must be cross-referenced to the supporting documentation demonstrating that the product meets that specification. Supporting documentation such as data sheets, manufacturers’ specifications, etc. must be provided and cross-referenced back to the specification.

5.5.5 The City, in its sole discretion, will accept or reject all requests for approved equals. Contractors will be notified in the form of an addendum by the due date listed on the Cover Page.

6.6 WITHDRAWAL OF BID

At any time prior to a specified RFB due time and date, a bidder (or designated representative) may withdraw the bid.

6.7 BID OPENING (VIRTUAL OPENING)

All bids received online through BidSync by the closing date and time will be displayed through Bidsync's virtual opening immediately after the designated time. BidSync will show the apparent lowest bidder. All bids will be verified by the City, and the City will publish a Notice of Intended Award (net of any local or small business preference) typically within two days after the virtual bid opening.

6.8 LATE BIDS

BidSync will not accept any late bids after the bid closes.

6.9 EVALUATION OF BIDS

The City will evaluate bid submittals according to the following general criteria:

6.9.1 Responsibility: The contractor has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract.

6.9.2 Responsiveness: Bids will be examined to ensure that the contractor has submitted both the required documentation and is responsive to the technical specifications.

6.9.3 Bid Sheets Preparation/Instructions for Contractors: Contractors must submit bid pricing online. Contractors shall quote price on each and every item to be considered responsive; partial bids shall not be accepted. "Unit Price" is the bid price for each item. "Extended Price" is the extension of the estimated quantities multiplied by the "Unit Price." Each line item extended price is to be entered in the space provide. Contractors are cautioned to check bid price entries for correctness of unit prices, extended prices, and total prices.

6.10 DETERMINATION OF LOW BID

6.10.1 The award will be made to the lowest responsive, responsible bidder of the Base bid.

6.10.2 Acceptable cash discounts will be applied to the bid prices to determine the apparent low bidder.

6.11 PROTESTS

6.11.1 If an unsuccessful Bidder wishes to protest the award recommendation, the unsuccessful bidder must submit the protest in writing to the Purchasing Officer no later than ten calendar days after announcement of the apparent successful contractor. Protest must detail the grounds, factual basis and provide all supporting information. Protests will not be considered for disputes of bid specifications, which must be addressed in accordance with Section 6.3.

6.11.2 The address for submitting a protest is:

City of San Jose
200 East Santa Clara Street, 13th Floor

San Jose, CA 95113
Attn: Jamil Coleman

6.12 GROUNDS FOR DISQUALIFICATION

6.12.1 All contractors are expected to have read and understand Council Policy 0-35 on Procurement and Contract Process Integrity and Conflict of Interest adopted on February 6, 2007. A complete copy of the policy can be found at: http://www.csj.gov/clerk/ (Select Council Policy Manual in navigation bar on left side). Any proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

6.12.1.1 Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.

6.12.1.2 Evidence of collusion, directly or indirectly, among Bidders in regard to the amount, terms, or conditions of this bid.

6.12.1.3 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

6.12.1.4 Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

6.12.2 In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:

6.12.2.1 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

6.12.2.2 Existence of any lawsuit, unresolved contractual claim or dispute between Bidder and the City.

6.12.2.3 Evidence of contractor's inability to successfully complete the responsibilities and obligations of the proposal.

6.12.2.4 Contractor's default under any City agreement, resulting in termination of such Agreement

6.13 TERMS AND CONDITIONS

Attachment 9 titled "Terms and Conditions" outlines the City's standard terms and conditions as part of the agreement between the City and successful contractor. Questions regarding these terms should be submitted by the final date to submit questions listed under "Key Dates and Information" table on the cover page of this document.

6.14 WAIVER OF BID DEFECTS

Notwithstanding any other provision of the RFB, the City shall have the right to waive any informalities or minor irregularities in bids or bidding.

6.15 PUBLIC RECORD

All bids opened in response to this invitation shall become the property of the City and shall become a matter of public record available for review.

6.16 PAYMENT TERMS

6.16.1 Payment terms are thirty calendar days after receipt and City's acceptance of materials or services and a correct invoice.

6.16.2 Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment is mailed. Payment discounts of twenty-one days shall be deducted from the bid price in determining the low bid. However, the City shall be entitled to take advantage of any payment discount offered by vendor provided payment is made within the offered discount period.

6.17 PRICING

6.17.1 Pricing for product shall be firm fixed for the initial term. During this period the price may not change.

6.18 TAXES

6.18.1 Do not include California retail sales tax in your bid price. All such taxes will be calculated and included on the Purchase Order.

6.18.2 The City of San Jose is exempt from federal excise tax, including federal transportation tax. The City will provide an exemption certificate as appropriate.

6.18.3 Contractors conducting business in the City of San Jose or using their own trucks to deliver merchandise must pay a City of San Jose Business Tax (Business License).

6.19 LOCAL AND SMALL BUSINESS ENTERPRISE

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise or Small Business Enterprise and whether price has been chosen as the determinative factor in the selection of the vendor. In order for the contractor to be eligible for local and/or small business preference, the Bidder must complete Attachment 6, Request for Contracting Preference for Local and Small Businesses. If the contractor fails to complete this form and submit it with the bid, the contractor will be denied consideration for local/small business preference. This information cannot be submitted later.

6.20 INSURANCE

6.20.1 Contractors are required to maintain the insurance coverage as specified in Attachment 7.

6.20.2 Contractor is required to submit a "Certificate of Insurance" in accordance with the requirements outlined in Attachment 8 within 10 days from the final date in the protest period as identified in Section 6.11.1. Failure to do so may result in withdrawal of the award and award to the next lowest bidder.

7 DEFINITIONS

Term	Definition

Term	Definition
City	City of San Jose
Contractor Vendor Supplier	Dealership and/or vendor and their representatives providing equipment, furnishings and related interior items, and installation services for the project.
Approved equals	Any manufacturer or product line that has been submitted for consideration as being functionally and technically "equivalent" to specified products. In order to submit a responsive bid, all such requests must be pre-approved by the City.
Bidder	Any person or company submitting a bid in response to this RFB document.
Responsive Bidder	Any person or company who has submitted a bid which conforms in all material respects to the Invitation for Bids.
Responsible Bidder	"Responsible" means a Bidder's quality, fitness and capacity to perform the particular requirements of the proposed work.
Add Alternate	Add-Alternate items are options that must be priced where indicated on the Pricing Bid form (if applicable), but will not be included in the low bid determination.
Shall	When the word "shall" is used with respect to a requirement, bidders may not take an exception.

8 LOCATION AND DELIVERY

8.1 The Contractor agrees to make deliveries to the specified City location only upon receipt of a duly signed and approved purchase order/release issued by the City. Delivery made without such documentation shall be at the contractor's risk.

8.2 The Contractor will be responsible for all costs associated with shipping, and delivery. All items delivered shall be Free On Board (F.O.B.) Destination, full freight prepaid except for special or expedited orders. In the event of special or expedited orders where incremental transportation or shipping fees are incurred by contractor, those incremental freight charges shall be added as a separate line item to the invoice submitted.

8.3 The successful contractor shall authorize immediate replacement of any item that has been damaged in transit.

9 LIQUIDATED DAMAGES

9.1 Time is of the essence in the completion, delivery and acceptance of these apparatus. Therefore, liquidated damages in the amount of $500.00 per calendar day per apparatus, beyond the 365-day delivery requirement, shall be deducted from the final payment until the apparatus passes final acceptance by the City.

9.2 Should the successful bidder be obstructed or delayed in the work required to be done there under by changes in the work or by any default, act or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of the defense or war program, then the successful bidder shall notify the City, in writing, the estimated period of delay.

10 OTHER PUBLIC AGENCY PURCHASES

10.1 It is intended that any other public agency be permitted to purchase under the terms submitted in response to this procurement. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the Contractor. The City of San Jose will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

10.2 If other agencies participate, the contractor shall furnish the City of San Jose an annual report showing the name of the agencies, contact person, and phone number for each agency, and details of items supplied, including quantities. This report shall be furnished to the City on the anniversary date of the commencement of the contract.

11 ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

11.1 The City has adopted an "Environmentally Preferable Procurement" (EPP) policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. These products include, but are not limited to, those that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed.

11.2 The City's EPP Policy can be viewed at this website:

http://www.sanjoseca.gov/clerk/cp_manual/CPM_4_6.pdf

ATTACHMENT 1A
SPECIFICATIONS

GENERAL

1.1 INTRODUCTION

1.1.1 Bids are requested for a quantity of two (2) 1,500 GPM Fire Engines. The apparatus shall meet the requirements of National Fire Protection Association Standard 1901-1911, (latest edition) in all respects. The bid price must remain valid for a period of 365 days from the date of bid opening.

1.1.2 The apparatus shall be delivered by the bidder under its own power within 365 calendar days from the date the purchase order is issued with all equipment specified, to the City of San Jose, California, Central Service Yard, 1661 Senter Road, Building F, San Jose, CA, 95112. Early delivery is acceptable.

1.2 INTENT

It is the intent of this specification to describe the essential minimum requirements for the construction and performance of the apparatus and associated equipment. Unit(s) shall comply with NFPA Standard 1901-1911, (2009 or latest edition) all federal, state, ICC and DOT regulations, standards, and laws relating to commercial vehicles as well as to fire apparatus.

1.3 BRAND NAMES

Whenever reference to a specific brand name is made by the City of San Jose, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City of San Jose, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications.

1.4 CITY OF SAN JOSE PROVISIONS TO PREVAIL – NO EXCEPTIONS

The City of San Jose's Terms and Conditions shall govern any contract award.

1.5 EXCEPTIONS, VARIATIONS OR CLARIFICATIONS

1.5.1 These specifications are based upon design and performance criteria, which have been developed by the City of San Jose as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of fire apparatus that is acceptable at this time. Certain exceptions may be accepted if they are minor, equal or superior to that which is specified. All exceptions shall be listed in a separate section with the corresponding page number, section title, and paragraph number of the item in question or item taken exception to.

1.5.2 It is the responsibility of the bidder to review all of the bidding requirements. Failure of a bidder to be acquainted with this information shall not relive him/her from any obligations of the bid requirements.

1.5.3 A complete set of contractor's specifications and drawings showing the front, rear, left, right, top view, overall length and all dimensions of the proposed apparatus, including angle of approach and departure, must be submitted with the bid for the purpose of comparison.

1.5.4 Any exceptions not taken shall be assumed by the City of San Jose to be included in the proposal and in compliance with the specification as written, regardless of the cost to the bidder. Deviations will not be tolerated and will be cause for rejection of the apparatus unless there were change orders executed by the City of San Jose. All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the City of San Jose to be included in the proposal, regardless of the cost to the bidder.

1.5.5 Items of non-compliance shall be listed in a section entitled "EXCEPTIONS TO FIRE APPARATUS SPECIFICATIONS". ALL EXCEPTIONS ARE SUBJECT TO APPROVAL BY CITY OF SAN JOSE. PROPOSALS TAKING TOTAL EXCEPTION TO SPECIFICATIONS WILL NOT BE ACCEPTED. Any exception or clarification to these specifications shall be noted on an individual sheet of paper referencing the section number and the exception or clarification offered.

1.5.6 Bidder acknowledges that all requests for deviations, exceptions and approved equals are enclosed herein and that only those deviations, exceptions and approved equals included in the final bid document or permitted by formal addenda are accepted by the City of San Jose

1.6 PERFORMANCE TESTS AND REQUIREMENTS

A road test equal to the requirements of NFPA 1901 will be performed within 15 working days after apparatus has been delivered to the City of San Jose. Additionally, a pump test equal to the requirements of the annual service test specified in NFPA 1911 will be performed within 15 working days after apparatus has been delivered to the City of San Jose. The road test shall be conducted with the apparatus fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. Vehicle shall adhere to the following parameters:

1.6.1 The apparatus, when fully equipped and loaded, shall have not less than 25% nor more than 50% of the weight on the front axle, and not less than 50% nor more than 75% on the rear axle.

1.6.2 The apparatus shall be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed rpm of the engine.

1.6.3 The service brakes shall be capable of stopping a fully loaded vehicle in 35 feet at 20 mph on a level concrete highway. The air brake system shall conform to Federal Motor Vehicle Safety Standards (FMVSS) 121.

1.6.4 The apparatus, fully loaded, shall be capable of obtaining a speed of 60 mph on a level concrete highway with the engine not exceeding its governed rpm (full load).

1.7 ACCEPTANCE

1.7.1 Before acceptance of the apparatus and/or equipment to be furnished under this bid, the City of San Jose shall have the right to inspect and test the apparatus and/or equipment to ascertain that all requirements of these specifications and the notice have been fully complied with and that the equipment is proper and complete in every respect and in perfect working order. It is understood and agreed that the City of San Jose shall have the right to make such tests of the equipment.

1.7.2 In the event of disapproval or rejection by the City of San Jose, or the apparatus fails to meet the test requirements of these specifications on the first trail, the bidder shall, at its own expense, make such repairs or replacements the City of San Jose considers necessary to conform to these specifications and a second trial may be made at the option of the bidder with (30) days of the date of the first trail.

1.7.3 Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. Failure to comply with changes, as the City of San Jose may consider necessary to conform to any clause of the specifications with (30) days after notice is given to bidder of such changes, shall be cause for rejection of the apparatus.

1.7.4 Permission to keep or store the apparatus in any building owned or occupied by the City of San Jose or its use by the City of San Jose during the above-specified period with the permission of the bidder, shall not constitute acceptance.

1.8 COMPLIANCE WITH APPLICABLE LAWS

1.8.1 The apparatus shall comply with all U.S. Department of Transportation, State of California Motor Vehicle Code, Air Pollution and Emission Control, apparatus meeting requirements of the California Air Pollution Control Board, and local requirements pertaining to vehicles used for fire fighting, and emergency vehicles at time of contract signing.

1.8.2 The apparatus must also comply with all requirements as specified in NFPA 1901 (latest edition) standards at time of bid. The unit is to be of current year manufacture, and is to be new and unused.

1.9 NFPA 2009 STANDARDS

1.9.1 This unit shall comply with the NFPA standards effective January 1, 2009.

1.9.2 Certification of slip resistance of all stepping, standing and walking surfaces shall be supplied with delivery of the apparatus.

1.9.3 The manufacturer shall have programs in place for training, proficiency testing and performance for any staff involved with certifications.

1.9.4 When requested by City, an official of the company shall designate, in writing, who is qualified to witness and certify test results.

1.10 NFPA COMPLIANCY

Bidder shall meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications shall be indicated in the proposal as "non-NFPA".

1.11 TOTAL VEHICLE ASSESSMENT CERTIFICATION – NO EXCEPTIONS

The apparatus shall be third-party, independent, audit-certified through Underwriters Laboratory (UL) to the current edition of NFPA 1901 standards. The certification includes: all design, production, operational and performance testing of the apparatus.

1.12 LICENSED MANUFACTURER

1.12.1 The State of California Vehicle Code, section 11701 requires "every manufacturer of a vehicle subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number".

1.12.2 The manufacturer shall have a current license at time of bid as outlined above and shall provide a copy of the license in your bid response.

1.13 LICENSED DEALERSHIP

1.13.1 The State of California Vehicle Code, section 11701 requires a "dealer in vehicles of a type subject to registration, shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number".

1.13.2 The dealership shall have a current license at time of bid as outlined above and shall provide a copy of the license in your bid response.

1.14 LICENSED SALES REPRESENTATIVE

1.14.1 The State of California Vehicle Code, section 11800 requires that it shall be "unlawful for any person to act as a vehicle salesperson without having first procured a license issued by the Department of Motor Vehicles (DMV)".

1.14.2 The representative of the contractor shall have a current vehicle salespersons license at time of bid as outlined above and shall provide a copy of the license in your bid response.

1.15 VEHICLE REGISTRATION

1.15.1 The State of California Vehicle Code section 11739 requires that the "dealer of a new motor vehicle sale is responsible for applying for the title, securing vehicle registration, and obtaining license plates for the City of San Jose" through the Department of Motor Vehicles (DMV).

1.15.2 Seller must be a factory-authorized dealer of the vehicle being sold and authorized to register with the State of California as a new vehicle manufacturer.

1.15.3 The dealer shall be required to register the vehicle with the State of California Department of Motor Vehicles. Registration must be for exempt license plates.

1.15.4 The dealership shall obtain and/or provide the documents and services stated above prior to final delivery.

1.16 SERVICE FACILITY

1.16.1 The City of San Jose places a high priority on service. In order to provide efficient service and support during the life of the apparatus, it shall be required that the successful bidder maintains an authorized service and repair facility within one hundred and twenty five (125) miles of the City of San Jose's City Hall located at 200 East Santa Clara Street. The contractor's service center shall have an indoor heated facility and shall be protected by fire and security alarm systems for safe storage of the apparatus.

1.16.2 Since the continuous operation of this equipment is important and always of an emergency nature, it is necessary that the successful bidder be in a position to render prompt parts and service support.

1.16.3 The facility's primary focus will be fire apparatus maintenance and repair including but not limited to water pumps, valves, plumbing, hydraulics, complex electrical systems, emergency lighting, and foam application systems.

1.16.4 The facility will also provide a full service collision center where major body and paint repairs can be performed.

1.16.5 The service facility shall maintain a complete inventory of repair and/or replacement parts, have an on-site training classroom, and own a minimum of one (1) fully equipped mobile service vehicle with the ability to carry spare parts and repair equipment.

1.16.6 It shall be the bidder's responsibility to transport the apparatus to the manufacturer's service facility for any warranty work at no cost to the City. Transportation costs shall not be included in the bid price.

1.16.7 The local service center shall be available for inspection prior to award of the contract. All bidders shall provide details of their service capabilities in the categories as required in the bidder response documents.

1.17 WARRANTY PROCEDURE

1.17.1 To prevent problems associated with "divided responsibility", the successful bidder shall coordinate and submit all warranty claims on behalf of the City of San Jose.

1.17.2 As part of the bid the contractor shall include an outline of how warranty claims and service issues will be coordinated and handled after the apparatus has been delivered.

1.17.3 Contractor shall also coordinate future product recalls and upgrades (if any) to the existing apparatus at no cost to the City for coordination, recall and upgrade. This includes coordinating repairs between the original manufacturer of the component and filing of warranty claims on behalf of the City of San Jose.

1.18 APPARATUS WARRANTY

1.18.1 The bidder shall warrant the apparatus and effective materials and workmanship for a period of no less than ONE YEAR from the date of acceptance. The bidder's warranty shall conform to those specified here and accompany the bid proposal.

1.18.2 This specification shall prevail in any variation between the manufacturer's offered warranty and those required in the specifications, unless an exception has been granted.

1.18.3 The successful bidder also agrees to assist the City of San Jose in the coordination of warranty claims of the major components, such as engine, transmission, pump, tank, body, etc.

1.19 **COMPONENT WARRANTY**

1.19.1 The successful bidder also agrees to assist the City of San Jose in the coordination of warranty claims of the major components, such as engine, transmission, pump, tank, body, etc.

1.19.2 Any costs involved, including but not limited to labor for removal or installation, parts components, fuel, travel, transport, towing and shipping fees, during the warranty period will be the sole responsibility of the bidder.

1.19.3 The apparatus dealer and/or manufacturer will assist the purchaser in processing warranty claims through the various component manufacturers.

1.20 **ENGINE WARRANTY**

1.20.1 Engine shall be covered by the manufacturer's five-year warranty, parts and labor.

1.21 **TRANSMISSION WARRANTY**

1.21.1 Automatic transmission shall be covered by the manufacturer's five-year warranty, parts and labor.

1.22 **PUMP WARRANTY**

1.22.1 Fire pump shall be covered by the manufacturer's two-year warranty, parts and labor.

1.23 **START OF WARRANTY PERIOD**

1.23.1 All warranties on parts and equipment used to construct the vehicle to make it whole must start on the day the apparatus is put into service by the San Jose Fire Department. No equipment will be used to construct a vehicle for the San Jose Fire Department where the manufacturer of such parts does not agree to this condition.

1.24 **CUSTOMER SERVICE WEBSITE**

A Customer Service website shall be provided which offers the dealer and customer access to comprehensive information pertaining to the maintenance and service of the apparatus. The website shall consist of the following features:

1.24.1 Ability for the dealer to access to truck detail information on the major components of the vehicle, warranty information, available vehicle photographs, vehicle drawings, sales options, applicable vehicle software downloads, etc.

1.24.2 Parts look-up capability for items sourced by the fire apparatus manufacturer

1.24.3 Ability to allow the dealer to submit electronically a parts order and warranty claims

1.24.4 Ability to information to allow the dealer to maintain communication with the customer on the status of orders, claims, and phone contacts

1.24.5 Access to all currently published Operation and Maintenance Manuals, Service Publications, Service Bulletins and Work Instructions

1.24.6 Ability to allow the dealer access to applicable on-line diagnostic software

1.24.7 Access to interactive electronic learning modules, covering the operation of major vehicle components

1.24.8 Access to training manuals used in the fire apparatus manufacturers training classes

1.24.9 Access to Customer Contacts within the Customer Service Department

1.25 MODIFICATION

1.25.1 The City of San Jose, at any time prior to the delivery date specified on the contract or purchase order, may issue a written change order for any modification. Such modifications shall be the result of negotiation and agreement between both parties.

1.25.2 Oral change orders are not permitted. No change on this bid or resulting contract or purchase order shall be made unless the City of San Jose gives its prior written approval by its authorized representative. The contractor shall be liable for all costs resulting from any unauthorized changes to the bid, contract or purchase order.

1.25.3 No change order shall be made unless it is documented in writing, signed by the contractor and countersigned by the City of San Jose.

1.25.3.1 (PREVIOUS SIMILAR BUILDS)
The bidder shall include with their bid a list of at least three (3) metropolitan fire departments that have received within the last five years and are currently using apparatus manufactured by the bidder that are of similar construction and type, and which represent the specified design, quality and workmanship of this specification. The reference list shall include the name of the agency, address, contact person, telephone number, and age of the apparatus. Please refer to the bidder response documents for the required information to include with each reference.

1.26 WEEKLY PROGRESS REPORTS

The successful bidder shall provide weekly progress reports including photographs of the apparatus or the major components as they are being constructed. The reports shall commence at the beginning of the manufacturing process and shall continue until just prior to the final inspection. The reports shall show the progress of the apparatus through the course of each week.

1.27 DELIVERY TO AUTHORIZED SERVICE FACILITY

1.27.1 The dealer shall, at their expense, deliver the apparatus (including any applicable equipment, spare parts and supplies) to the manufacturer's authorized service facility in Northern California for a dealer preparation inspection.

1.27.2 To ensure proper break in of all components while still under warranty, the apparatus shall be delivered under its own power - rail or truck freight shall not be acceptable.

1.27.3 Prior to delivery to the dealer, the apparatus (including any applicable equipment, spare parts and supplies) shall be completely assembled as necessary to assure proper operation and function.

1.27.4 Delivery of the apparatus shall be within THREE HUNDRED SIXTY-FIVE (365) calendar days after execution and acceptance of a contract or purchase order.

1.27.5 Failure by the successful contractor to notify the City of San Jose immediately of any delivery beyond the stated date or terms is cause for the contractor to be held responsible for damages incurred as a result of an extended delivery time.

1.27.6 Satisfactory delivery means that the apparatus arrives at the delivery location designated by the City of San Jose and all work has been done to correct deficiencies from specifications or mechanical difficulties.

1.28 DEALER PREPARATION

Bid prices must include all necessary dealer preparation applicable to new equipment prior to final delivery to the City of San Jose. The dealer shall provide and/or complete the following services (if applicable to the specification):

1.28.1 Specification / Bid Compliance - Inspect apparatus for compliance with bid specifications.

1.28.2 Fluid Levels - Inspect for correct capacities of the following: engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear end fluid, pump transmission oil, and primer oil.

1.28.3 Visual Inspection - Inspect tires and wheels for proper pressure and lug torquing. Tighten any loose hardware and repair reasonable paint scratches or chips. Lubricate valve rods and check doors for correct adjustment.

1.28.4 Gauge inspection for waterway system - Test individual gauges for calibration.

1.28.5 Electrical Inspection - Operate all lights, sirens, and other electrical accessories.

1.28.6 Road Test - Run a road test with tank full. Empty tank, drain pump, and drain all lines when above steps are completed.

1.28.7 Fuel Tank - Fuel tank shall be filled to capacity prior to final delivery.

1.28.8 Cleaning / Detailing - The apparatus shall be thoroughly washed and detailed at the dealership prior to final delivery to the City of San Jose. This includes removal of any metal shavings.

1.29 The City of San Jose shall inspect and approve the apparatus at the contractor's service facility prior to final delivery. The apparatus shall not be delivered to the City of San Jose until this dealer preparation inspection is performed.

1.30 SAFETY VIDEO

Documentation provided at the time of delivery shall also include an apparatus safety video, in DVD format. This video shall address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus. Safety procedures for the following shall be included: vehicle pre-trip inspection, chassis operation, aerial and waterway operation and maintenance.

1.31 QUALITY AND WORKMANSHIP

The design of the apparatus shall embody the latest approved automotive engineering practices. The workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the following points: Accessibility of the various units which require periodic maintenance; ease of operation and symmetrical proportions. Construction shall be rugged and ample safety factors shall be provided to carry the loads specified and to meet

both on and off road requirements and speed conditions as set forth under Performance Tests and Requirements. Welding shall not be employed in the assembly of the apparatus in a manner that shall prevent the ready removal of any component part for service or repair. All steel welding shall follow American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding shall follow American Welding Society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding shall follow American Welding Society B2.1-2000 requirements for structural welding of sheet metal. Flux core arc welding to use alloy rods, type 7000, American Welding Society standards A5.20-E70T1. Employees classified as welders are tested and certified to meet American Welding Society codes upon hire and every three (3) years thereafter. The manufacturer shall be required to have an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

1.32 GENERAL CONSTRUCTION

The apparatus shall be designed with due consideration to distribution of load between the chassis front and rear axles. Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association.

1.33 ISO COMPLIANCE

The manufacturer shall operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance shall be included with the bid.

1.34 APPROVAL DRAWINGS

1.34.1 Drawings for approval and blueprints with all details must be furnished within 30 days of the pre-construction conference. The engineering drawings must be to scale and representative of the bid units after the preconstruction conference clarifications are incorporated. Views of both sides as well as front, back, top, overall length, wheelbase, height, angle of approach/departure, compartment dimensions, dash switch layout and lighted vehicle open compartment indicator diagram. Generic drawings are unacceptable. Vendor shall also supply updated weight and balance calculations. This drawing shall indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

1.34.2 A "revised" approval drawing of the apparatus shall be prepared and submitted by the manufacturer to the City of San Jose showing any changes made to the approval drawing.

1.34.3 The City will make every effort to correct the approval drawings before they are returned. However, if a variation or omission between the approval drawings and the written specification is discovered, the written specification shall prevail.

1.35 BODY CONSTRUCTION MATERIAL

It is the intent of the City of San Jose to accept an apparatus of an all-aluminum or steel body and cab. The body shall be constructed of high-grade galvanized steel or aluminum

1.36 LIQUIDATED DAMAGES

1.36.1 Time is of the essence in the completion, delivery and acceptance of these apparatus. Therefore, liquidated damages in the amount of $500.00 per calendar day per apparatus, beyond the 365-day delivery requirement, shall be deducted from the final payment until the apparatus passes final acceptance by the City.

1.36.2 Should the successful bidder be obstructed or delayed in the work required to be done there under by changes in the work or by any default, act or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of the defense or war program, then the successful bidder shall notify the City, in writing, the estimated period of delay.

1.37 PROTOTYPE APPARATUS

No prototype or experimental apparatus will be accepted.

1.38 DELIVERY TERMS

1.38.1 The apparatus shall be delivered by the bidder under its own power within 365 calendar days from the date the purchase order is issued with all equipment specified, to the City of San Jose, California, Central Service Yard, 1661 Senter Road, Building F, San Jose, CA, 95112.

1.38.2 Bidder must submit a firm delivery time (number of calendar days from the date of the order to date of delivery) of said apparatus with the bid. Quoting number of days after receipt of all components is unacceptable. A deduction of $500.00 per day will be made for each day over and above the quoted delivery date. The damages will also apply if the unit(s) is delivered and rejected, until the unit(s) is returned meeting specification. Delivery date will be confirmed at the first pre-construction conference.

1.39 FACTORY INSPECTION TRIPS

1.39.1 The manufacturer and/or vendor of the unit shall provide, at no cost to the City of San Jose or its representative, three (3) trips to the manufacturer's plant for three (3) representatives of the City. This will consist of two (2) Fire Department representatives and the Fleet Manager. During these trips, the manufacturer and/or vendor shall pay all expenses for transportation, meals and lodging for the City's representatives. The manufacturer and/or vendor shall be responsible for making all travel arrangements and lodging accommodations with approval of the Fleet Manager as to dates and times. The intent of these trips is to secure a mutual agreement between the manufacturer and the City of San Jose as to the exact design and detail of the unit being built per the City's specifications.

1.39.2 The first trip shall be the pre-construction conference at the final stage manufacturer's assembly plant where the completed units will be assembled. It is required that a representative from the cab/chassis manufacturer, be present at this pre-construction conference to review all details of the cab and chassis specified. The City's representatives and the manufacturer's staff will review, in detail, the final assembly plans and specifications for the units to be built for the City. This trip shall occur just prior to the beginning of production of the City's units. The second trip shall be for the inspection of plumbing, wiring, and pre-paint of the entire apparatus. The third trip will be for final inspection of the completed units prior to delivery**.** The manufacturer understands that additional visits may be necessary throughout the construction process as deemed necessary by Fire Department and City Staff in order to ensure the final product meets all performance and specification requirements. Each construction meeting shall have a representative from the manufacture present.

1.40 EQUIPMENT MOUNTING

All tools and equipment specified/supplied with apparatus, or provided by Fire Department shall be mounted by the bidder per the San Jose Fire Department's instructions which will include pegboard type mounting surface, fabricated brackets, trays, dividers, covers and tool mounts at the discretion of San Jose Fire Department.

1.41 EXTENSION TO OTHER AGENCIES

The prices, terms and conditions of this specification may be extended to other governmental agencies at mutual agreement of both agencies and contractor. All requirements of specifications, purchase orders, invoices and payments with other agencies would be direct with successful bidder. The City of San Jose does not warrant any additional use of the contract by such agencies.

1.42 OVERALL APPARATUS DIMENSIONS

The apparatus, when fully equipped, shall not exceed 31’ 4” in overall length, 114” in overall height, shall not have a rear hose bed height that exceeds 80” from the ground to the bottom of the bed, transverse hose bed height shall not exceed 67” from the ground to the bottom of the bed. Tailboard depth shall be 18”, shall not have an angle of departure or approach less than 14 degrees. Wheelbase shall not be greater than 191”.

1.43 FIREFIGHER TRAINING

1.43.1 Within 15 days after delivery, two (2) factory representatives shall be present to familiarize those members designated by the Fire Department and Fleet Manager of the City of San Jose with the basic operation and maintenance of the apparatus and its components.

1.43.2 A structured program covering proper operation and maintenance shall be presented on six (6) days, eight (8) hours per session, two truck companies per session, at no cost to the City of San Jose at a location determined by the San Jose Fire Department. The training shall be provided by two representatives from the successful bidder. This instruction shall be provided by the manufacturer’s training staff. The class will consist of thorough coverage of all apparatus chassis, and body features. The successful bidder shall provide an electronic class outline two weeks prior to training for Fire Department review and approval. The bidder’s representatives shall review the entire training program with Fire Department staff at least one week prior to the schedule training dates. The review should include actual operation of apparatus features to ensure preparedness for actual training. At each training session the bidder shall provide quality handouts for all attendees identifying critical chassis, and body components with proper operation and maintenance instructions.

1.44 **TECHNICIAN TRAINING**

1.44.1 The bidder agrees to provide a structured sixteen (16) hour class covering operation, maintenance and repair program for City (Fleet) technicians. The training shall include apparatus overview and operation as well hands-on training to include the use of diagnostic equipment for apparatus systems such as the engine, transmission, how to order parts through the local service center by utilizing parts manual, instruction in the use of tools and how to replace minor assemblies, as applicable. Equally important in this training will be when to call appropriate personnel for assistance. Preventative maintenance procedures shall be set up and definite schedules developed to assure proper maintenance of the apparatus. Troubleshooting will be emphasized and reinforced continually throughout the training sessions.

2 <u>CAB</u>

2.1.1 The cab and chassis shall be a Spartan Chassis, Inc. Gladiator LFD, tilt cab, engine forward with a 10" raised roof, or equal. The raised roof not to exceed the specified overall height of apparatus. Cab doors to be “barrier clear”. Cab shall include full vertical chrome (from drip rail to bottom of cab) trim pieces 5 inches deep on back of cab and 2 inches on sides located at the rear of the cab corners.

2.1.2 Cab shall be “Extreme Duty” type with all interior surfaces painted Zolatone black, (or equal). The entry landing at each door above first step shall be diamond plate surface for wear protection. The cab shall also include a slide-out tray with a gas strut for stability at the Captain’s position for the mounting of a laptop docking station.

2.1.3 Raising of the tilt cab shall be accomplished through a hydraulic lift system, consisting of two (2) hydraulic lift cylinders, a hydraulic pump, two (2) spring-loaded latches, and an electrical control switch. The hydraulic cylinders shall lift the cab. An audible alarm shall sound when the cab is being raised or lowered. The alarm shall stop sounding in lowered locked position. The alarm shall also stop sounding when cab is fully raised locked position.

2.1.4 A manual hand jack and pump shall be provided in the event of electrical failure. The hand pump assembly, with jack handle, shall be shipped loose. Mounting location to be determined after chassis arrives at final stage manufacturer.

2.1.5 Cab shall have seating capacity for six (6) people, two (2) in the forward cab, two (2) in rear facing seats mounted outboard in the rear cab and two (2) against the rear cab wall, forward facing, mounted on the transverse compartment/tunnel.

2.1.6 All safety belts shall be ABTS (All Belts to Seat) type integrated three-point shoulder harness with lap belt and an automatic retractor built into the seat assemblies. The female seat belt clasp shall extend up from the seat base 14" to be within **easy** reach of the occupant. The female clasp shall be provided with clipping device to hold clasp in up position if necessary. Safety belts shall be provided on all six (6) interior seats. Interior seats to be vinyl, (no cloth) color black.

A seat belt use warning system shall be installed in the chassis. The system will provide a visual and audible warning when all of the following conditions are met:

1.) Any seat is occupied (sixty pounds minimum).
2.) The corresponding seat belt(s) remains unfastened.
3.) The park brake is released.
4.) When a seat was not occupied before a seat belt was fastened.

Once activated, the visual and audible indicators will remain active until all occupied seats have the seat belts fastened (in the correct sequence). This audible alarm shall have a sound that is distinct and different from other audible alarms included in this apparatus (open compartment, Engine, etc).

A Weldon visual display Model # 6204-000-00 shall be located on the captain's dash area providing a visual indication of which seats were belted in incorrect sequence or when a seat is occupied without the seat belt being fastened. This display shall be integrated with the V-mux multiplex system or equal. The V-mux screen shall also display the same seating position information. Exact location of display Model # 6204-000-00 shall be determined at the preconstruction conference.

2.1.7 Two (2) outboard, rear-facing seats in the crew area shall be Seats Inc. 911 "Universal" SCBA high back individual seats. The "Universal" high back seat shall include a tapered padded seat cushion. All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G. Bracket designs with manual restraints (belts, straps, buckles) that could be inadvertently left unlocked and allow the SCBA to move freely within the cab during an accident, will not be acceptable. These seats shall accommodate Scott Air Pak 75 SCBA with 45 minute cylinder. There will be a quantity of two (2) SCBA brackets in the cab area. San Jose Fire Department will provide SCBA bottle to confirm exact size at preconstruction conference.

2.1.8 The officer's and driver's seat shall be eight-way electric, Seats Inc. 911 high back seats and shall include a tapered padded seat cushion.

2.1.9 Two (2) center forward facing seats in the crew area shall be Seats Inc. 911 high back individual seats with folding armrest. Each seat shall include a tapered padded seat cushion and back.

2.1.10 A platform (transversed tunnel) shall be designed and installed against the rear cab wall. This platform shall be constructed of smooth aluminum and welded to the cab structure. Cabinet shall have Whelen LED flourent plus light inside cabinet the full distance across department.

2.1.11 The platform shall be painted to match the interior of the cab.

2.1.12 Provide one (1) access door, as large as possible, in the lower portion for interior access of storage under the platform. Doors openings shall have stainless steel or aluminum lower edge protection. The extended portion of the exterior cab shall have access doors that allow for additional storage.

2.1.13 On each front interior door panel, provide a diamond plate pocket that will hold one (1) complete set of Lynx maps. Approximate dimensions are 16" W x 11" H x 2" D. Exact size will be determined at the pre-construction conference.

2.1.14 On the front interior Officer's door panel, provide a diamond plate T-card pocket that will hold one (1) complete set of T-cards. Approximate dimensions 3.5" W x 6.75" H x .75" D. Exact size and location will be determined at the pre-construction conference.

2.1.15 All cab doors will be provided with lock and key and all keyed alike. Key to be #1250. Exterior door handles shall be chrome with chrome backing plates.

2.1.16 All cab windows and locks shall be power operated. A hidden exterior door lock switch shall be provided to unlock doors.

2.1.17 Four (4) 18” vertical grab handles shall be provided at each exterior cab door entrance. Rails shall have an anti-slip surface and stainless steel or chrome backing plates.

2.1.18 Four (4) assist grab handles located at each interior cab door entrance. Handles shall assist personnel entering the cab.

2.1.19 A 45% light transmittance dark tint shall be applied to windows to aid in cab cooling and to help protect passengers from radiant solar energy.

2.1.20 Cab shall be equipped with a dual function heavy-duty heater/defroster unit, minimum rating of 60,000 BTU's.

2.1.21 Provide one (1) in-cab 12-volt air conditioner. The system shall have adjustable multi-directional air outlets in the cab and in the rear crew area. The air conditioner shall provide a minimum 32,000 BTU/hr. The system shall have pressure switches to control the compressor clutch for more efficient operation. The ceiling A/C unit shall have easily removable access panels for repair of serviceable items.

2.1.22 Windshield wipers shall be electric, full sweep parallelogram type, dual arm wipers. Wipers shall be intermittent type with minimum 2-speed with delay. The wipers are to be the wet arm type.

2.1.23 Two (2) large side electric and heated mirrors are to be door mounted. They shall be Moto or equal. 8” convex mirrors shall be located on the bottom. Controls shall be located on the dashboard. Electrical connectors shall be provided at the mirror to allow for easy removal and replacement.

2.1.24 Provide four (4) heavy duty hooks in the rear cab area for turnout coat storage. Exact type, size and location will be determined at the pre-construction conference.

2.1.25 Located on the officer's side mounted in the cab dash next to the electrical panel, a second speedometer shall be provided.

2.1.26 Provide one (1) weather band AM/FM radio with compact disc player, installed in the driver’s overhead. Four (4) speakers shall be mounted, two in the rear and two in the front of the cab.

2.1.27 Engine cover shall include a map book box. The box shall be a Spartan Motors optional design with two (2) 12-volt outlets wired directly to the batteries for cell phones use. This map box will hold (5) three ring binders stored in the upright position. Box shall have full size lid hinged at the rear and to be held in up position with gas strut. Box shall be painted to match cab. Exact design and size will be determined at the pre-construction conference. A drawing will be provided for approval prior to construction.

2.1.28 Between the two rear facing rear seats shall be a compartment approximately 34” high by 30” wide by 25.5” deep. The compartment shall have an Amdor roll up door with lock and key #CH 545. This compartment shall have one (1) adjustable pull-out shelf. Lifting handle needs ample space for lifting door. Exact dimensions/design to be determined at preconstruction meeting.

2.1.28.1 The top of the box will have a 1” lip around the outside edge. Compartment shall have EMS glove box holder mounted on top to hold three boxes of gloves. Holder and box should be painted to match the interior of the cab. Exact design of box and holder shall be determined at the preconstruction meeting.

2.1.29 Provide and install one (1) complete David Clark intercom system with 6 headset stations in the cab and one (1) wireless head set system for pump panel operations. Officer’s, driver’s and pump panel positions shall have radio interface with a Motorola radio. This will include all necessary hardware to make this system complete. Officer’s and driver positions shall have push-to-talk buttons installed in the forward dash. Wireless headset at pump panel position shall have belt pack for push to talk operation.

Exact location will be discussed at the pre-construction conference. In addition, provide hooks for hanging all David Clark headsets in cab area. Bidder will use cabling and connections furnished by David Clark, spliced cabling is unacceptable. All wire loops shall be gradual, pinched or tight loops will be unacceptable. All components shall be securely fastened in place to cab structure. Trim pieces shall be recessed for cable passages where necessary, so trim maintains its original fit. Headsets to be provided by San Jose Fire Department **(See Communications Equipment Section**

2.1.30 Provide and install five (5) Motorola handie-talkie chargers, WPLN4208C, 12VDC. (Motorola XTS-5000 radio) Chargers to be mounted in cab. Exact locations shall be determined by the City of San Jose and the successful bidder.

2.1.31 Provide a Whelen 295HFSA7 remote mount siren with control head, or equal. The control head shall be flush mounted in the rocker switch panel on the lower left hand side of dash. The unit is to have one (1) amplifier and one (1) 100-watt speaker. The amplifier shall be mounted in communications cabinet. The speaker is to be mounted in the lower right side of the front bumper. Yelp and Wail shall be connected to the horn ring in the steering wheel. Exact locations shall be determined by the City of San Jose and the successful bidder.

2.1.32 Provide one (1) Grover Stuttertone 24" air horn recessed in the lower right side of the front bumper. Two (2) foot control switches shall be located in the cab, one (1) on the right side, and one (1) on the left side. Horn switches to be mounted inboard from the siren foot switches.

2.1.33 One (1) Federal Q2B mechanical siren shall be provided and mounted in the left side of the front bumper. The top of this siren shall not impede on the top surface of the bumper. Two (2) foot control switches shall be located in the forward cab, one (1) on the right side and one (1) on the left side. In addition, two (2) siren brakes shall be provided in the rocker switch panel, one (1) left side and one (1) right side. Exact mounting configuration to be determined at the preconstruction meeting.

2.1.34 Provide a 12 V battery disconnect switch for the siren in the forward cab, right front door step. Exact mounting configuration to be determined at the preconstruction meeting.

2.1.35 Provide four (4) 12-volt outlets in the rear cab. All outlets shall be wired directly to the batteries. Exact location shall be determined at the preconstruction meeting.

2.1.36 Provide and install one (1) Nederman Transmitter, #995330003 and one (1) magnet. Magnet type shall be determined by location. Magnet location will be determined at the pre-construction conference.

2.1.37 Provide and install one (1) Key Secure lock box model #2610 to be mounted in cab. Exact location shall be determined by the City of San Jose and the successful bidder.

2.1.38 The cab dash area shall have a highly visible plaque noting overall height of vehicle (feet and inches), overall length (feet and inches), and GVWR (tons). This plaque shall be mounted in direct view of the driver.

2.1.39 Provide and install in cab area One (1) Bullard T320 (no colorization) w/ Truck mount charging System and "Gear Keeper". Exact location shall be determined by the City of San Jose and the successful bidder.

2.1.40 Install one (1) City supplied complete Motorola 2-way radio. The cab radio shall be mounted on a bidder supplied fish finder swivel type base, (Johnny Ray), located in the middle of the electrical panel forward of the engine cover. The mount may need to be recessed in the dash area. Exact location will be discussed at the pre-construction conference. (**See Communication Equipment)**

2.1.41 Provide and install remote controlled LED spotlight, Golight Radio Ray LED, white, model #20204. The light shall be mounted on the roof of the chassis cab, centered behind the lightbar. A pedestal shall be provided to raise the light just high enough to allow adequate clearance for the light to operate without interference from the lightbar. There shall be two remote controls one for the driver and officer. Exact locations of remote controls and light heads shall be determined at the preconstruction conference.

2.1.42 The cab and chassis shall include Occupant Protection Systems, RollTek rollover protection and APS advance protection system or equal. Protection shall include frontal impact, side impact and side roll over events, the systems shall secure occupants, increase survivable space, and protect head, neck and knees.

2.1.43 Provide and install a permanent label on the driver's door that specifies the quantity and type of the following fluids used in the vehicle and tire information per NFPA:

2.1.43.1 Engine oil

2.1.43.2 Engine Coolant

2.1.43.3 Chassis transmission fluid

2.1.43.4 Drive axle lubrication fluid

2.1.43.5 Air conditioning refrigerant

2.1.43.6 Air conditioning lubrication oil

2.1.43.7 Power steering fluid

2.1.43.8 Cab tilt mechanism fluid

2.1.43.9 Transfer case fluid

2.1.43.10 Front tire cold pressure

2.1.43.11 Rear tire cold pressure

2.1.43.12 Maximum tire speed rating

2.1.44 Provide and install two (2) 7.0 inches x 18.0 inches wide, impact resistant, transparent acrylic polycarbonate sun visors with a smoke gray tint. Visors shall provide maximum flexibility for positioning, utilizing an arm with adjustability, with 13.5 inch long lateral travel of the visor at the end of the arm, which can be locked in place by a thumbscrew. Visors will protect occupants from solar glare without obscuring their vision.

2.1.45 Provide a NFPA compliant Vehicle Data Recorder (VDR). The vehicle shall be capable of recording the following data, in this order, at least once per second:

2.1.45.1 Vehicle speed – mph

2.1.45.2 Acceleration (from speedometer) – mph/sec

2.1.45.3 Deceleration (from speedometer) – mph/sec

2.1.45.4 Engine speed – rpm

2.1.45.5 Engine throttle position - % of full throttle

2.1.45.6 Anti-lock braking system event – On/Off

2.1.45.7 Seat occupied status – yes/no by position

2.1.45.8 Seatbelt status – buckled – yes/no by position

2.1.45.9 Master optical warning device switch – on/off

2.1.45.10 Time – 24 hr clock

2.1.45.11 Date – year/month/day

2.1.45.12 Memory shall be sufficient to record 100 engine hours worth of minute-by-minute summaries. When the memory capacity is reached, the system shall erase the oldest data first. All data stored in the VDR shall be uploadable by the user to a computer and importable into a data management software package. Data shall be password protected and access controlled by the purchaser. Software shall be delivered with the apparatus that will run on both Windows and Apple operating systems and produce the following formatted reports from the upload data:

- Raw second-by-second data over a specified date/time range.
- Daily log for the time the engine is running for a given date (minute-by-minute output of all values).
- Weekly summary (maximum values each hour for each day of the week).
- Monthly summary (maximum values each day for each day of the month).

2.1.46 Provide and install clean battery power for communication equipment. Install three (3) antennas and LMR 200 cables. Provide and install one(1) radome antenna Pro Route wiring and antennas cables to protected area determined by SJFD. All remote communications equipment shall be mounted on slide out shelf in cabinet between rear facing seats.

2.1.47 Provide and mount the following in cab:

2.1.47.1 Two pick head axe mounts (mount to be diamond plate per San Jose specification.

2.1.47.2 Provide and install TIC charger with gear keeper.

2.1.47.3 Exact locations and mounting hardware to be determined at preconstruction conference.

2.1.48 Provide and install two (2) 12 volt circulation fans in cab. Exact size, type and location will be determined at preconstruction conference.

2.1.49 Option 1: Provide air operated fold down steps at each cab entry door.

2.1.50 Option 2: Provide exterior access compartments directly behind driver and caption position seats. These compartments will be in place of rear facing jump seats. Three rear seats will be all forward facing, two outside positions shall be SCBA seats. Compartments shall have lighting and painted to match cab interior.

2.1.51 Option 3: Provide Quantum cab or equal.

2.2 DRIVER AND OFFICER SEAT

2.2.1 Pierce PSV seats or equal will be provided in the cab for the driver and officer. The seat will be a cam action type, with air suspension. For increased convenience, the seat will include manual controls to adjust the height (1.12" travel) and horizontal (6.00" travel) position. The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver and officer configurations, the seat will have a reclining back adjustable from 20 degrees back to 45 degrees forward. The seat back will be a high back style, and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions.

2.2.2 The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt, then retract the seat to its lowest travel position.
- The seat will be furnished with a three-point, shoulder type seat belt. To provide quick, easy use for occupants wearing bunker gear, the seat belt will have a minimum 120.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.
- Located beneath the driver and officer seat shall be a storage compartment as large as possible with drop down door and turn latch and painted to match interior.

3 CHASSIS

3.1 The chassis frame shall be designed and constructed to allow the completed apparatus to operate in a manner that will not adversely affect the safe operation or service life of the vehicle. The frame shall carry a lifetime warranty to the original purchaser.

3.2 The chassis shall have a minimum 44,000 pounds G.V.W. rating.

3.3 The frame side rails shall be channel type 10-1/4" x 3-1/2" x .38" with an inner “C” channel 9.44" x 3.13" x .38" of 110,000 psi high strength steel, an rbm of 3,315,214 in. lbs. and a section modulus of 30.14 cu. in. Crossmembers shall be fully gusseted bolted assemblies installed using grade "8" flanged head bolts and flanged lock nuts.

3.4 The area between the axle suspension hangers shall be free of any holes or fasteners in the flanges. No welding shall be incorporated in attachment of components. All frame dimensional cutting shall be by a plasma cutter.

3.5 The area between the axle suspension hangers shall be free of any holes or fasteners in the flanges. No welding shall be incorporated in attachment of components. All frame dimensional cutting shall be by a plasma cutter.

3.6 The front axle shall be Spartan IFS or equal, independent front suspension to provide superior ride and handling. The suspension shall use optimized air springs. Dual air height control valves shall be installed to ensure equal frame height on both sides of the vehicle regardless of load.

3.7 Front axle shall have a capacity of 24,000 pounds GAWR. IFS model front axle cramp angle shall be 53 degrees to the left and right.

3.8 Bilstein (or equal) shock absorbers shall be furnished on the front axle.

3.9 Front axle wheel bearings shall be oil lubricated with an oil level visual inspection window. Stemco #343-4009 covers shall be provided.

3.10 Front wheels shall be two (2) Accuride, forged, polished aluminum 10-stud disc. Front wheels to include chrome hubcaps with chrome nut covers. Front wheels to be 22.5” x 12.25”.

3.11 Front tires shall be Goodyear G296 MSA 385/65R 22.5” tubeless, 20PR, XZU-S highway tread, rated at 20,000 lbs.

3.12 The rear axle shall be an Arvin Meritor RS-23-185 single reduction axle assembly with a capacity of 24,000 pounds.

3.13 The rear axle housing vent/breather shall be located up and away from the water tank overflow piping. The location of this vent/breather shall prevent water from entering the axle housing.

3.14 Rear suspension shall be Reyco Aero-Glide or equal, single drive axle air ride suspension and shall have a minimum rated capacity at ground level equal to that of the rear axle. Dual air height control valves shall be installed to insure equal frame height on both sides of the vehicle regardless of the load. NOTE: If an alternate is bid, consideration will be given to ground and brake component clearance.

3.15 Provisions must be provided at front and rear for easy lubrication and removal of spring pins, shackles, and assemblies.

3.16 Rear axle shall be equipped with ABS/ATC rear differential traction control system.

3.17 Provide Spicer, 1810 heavy-duty series with "glide coat" splines on all slip shafts. Provide two (2) driveline guards.

3.18 Alemite fittings shall be supplied at necessary lubrication points throughout the chassis for lubrication.

3.19 At 65-68 MPH, the engine RPM shall not exceed the peak RPM of the certified BHP curve of the engine.

3.20 Rear wheels shall be four (4) Accuride, forged, polished aluminum 10-stud disc. Rear wheels to include chrome hubcaps with chrome nut covers. Rear wheels shall be 22.5” x 8.25”.

3.21 Rear wheels shall have valve stem extension stabilizers.

3.22 Rear tires shall be Goodyear G287 MSA 11R 22.5” tubeless, 16 PR, “H” XZE highway tread rated at 24,000 lbs.

3.23 Front and rear mud flaps shall be provided.

3.24 The dual hydraulic power assist steering gears shall be TRW TAS-85 and RCS-85. The steering ratio shall be 23.3:1 and have 6.2 turns stop to stop. The power steering pump shall be gear driven from the engine.

3.25 Turning radius shall be no greater than 28' curb to curb in both directions.

3.26 Steering column/wheel shall be tilt/telescoping type. Steering wheel shall be 18”.

3.27 Each tire shall be equipped with a monitoring system and visual indicator that indicates tire pressure. Exact design to be determined at the preconstruction meeting.

3.28 Additional handling capabilities shall include roll stability control which shall monitor the vehicles rollover threshold based on lateral acceleration. The system shall activate a computerized device which shall slow the vehicle when the threshold is exceeded in either direction. Normal vehicle operation shall resume once the problematic conditions cease. Roll stability control shall be integral with the ABS and ATC systems.

An electronic stability control unit (ESC) is a function al extension of the electronic braking system. It is able to detect any skidding of the vehicle about its vertical axis as well as any rollover tendency. The control unit comprises an angular-speed sensor that measures the vehicles motion about the vertical axis, caused, for instance, by cornering or by skidding on a slippery road surface. An acceleration sensor measures the vehicles lateral acceleration. The CAN bus provides information on the steering angle. On the basis of lateral acceleration and steering angle, an integrated microcontroller calculates a theoretical angular speed for the stable vehicle condition.

4 BRAKES

4.1 The air brake system shall comply with NFPA standards and FMVSS-121 requirements and be approved by component/axle suppliers. The selection of components and brake balance front to rear shall assure optimum performance reliability, and maximum life expectancy.

4.2 The system shall utilize D.O.T. approved air lines. Air lines to be in frame stainless steel wire braided hoses with steel reusable fittings.

4.3 A Rockwell "WABCO" 4-wheel anti-lock braking system with ATC shall be installed for safer vehicle control during braking and reduced stopping distance in all skid applications.

4.4 Arvin Meritor 17” disc, Model #EX 225, shall be supplied on the front axle and S-Cam design drum brakes on the rear axle. Brakes shall be equipped with Meritor automatic slack adjusters.

4.5 Front rotors shall be Arvin-Meritor, gray iron steel type specified for fire service by Rockwell.

4.6 Rear drums shall be heavy duty outboard type made of D4 material as specified for fire service by Meritor.

4.7 The air brake system will be full air, rapid pressure build-up dual system.

4.8 The air compressor on the engine shall be a Bendix BA-921 or equal capable of producing a minimum of 15.8 cfm at 1250 engine rpm. It shall be gear driven, engine oil pressure lubricated and cooled by the engine cooling system. The air compressor shall have a 5-year warranty.

4.9 A Meritor Wabco system saver 1200 spin-on desiccant air drier or equal, with manual drains on all tanks centrally plumbed below pump panel with permanent labeling shall be provided. The mounting location shall provide ease of service outside the frame rails.

4.10 Parking brake – in addition to the mechanical rear brake engagement, the front service brakes will also engage via air pressure, providing additional braking capability.

5 12-VOLT ELECTRICAL SYSTEM

5.1 Chassis instrumentation and controls shall be Weldon V-Mux multiplex electrical system or equal and interface with pumper body. The system shall be a single starting type, installed per NFPA 1901. The electrical system shall be 12 volt suppressed per SAE J551 with six (6) Delco 950 CCA group sealed maintenance free batteries. 3/0 welding type dual path starter cables per SAE J541 shall be used. Note: The battery tray shall be enclosed in plastic boxes and have dry deck material installed in the bottom of the boxes. Chassis shall have Spartan clean battery package.

5.2 All wiring to be appropriate gauge cross-link with 311 degree F. insulation. All wires in the chassis shall be circuit numbered and function coded, in addition the SAE wiring will be color-coded. The wiring shall be protected by 275 degree F. minimum high temperature flame retardant loom as required. All nodes and sealed Deutsch connectors shall be waterproof.

5.3 A detailed wiring diagram shall be provided for the entire apparatus. Information shall be provided by the final stage manufacturer at the time of delivery. Provide three (3) sets of colored diagrams with CD backups. All multiplexed modules shall be grouped in no more three different locations. Each location shall be easily accessible, serviceable, protected and clearly marked with permanent labeling.

5.4 All wires, circuit breakers or fuses that terminate at the battery location will be labeled as to their function and will be enclosed in a box.

5.5 A minimum 270 amp. 12-volt Leece Neville alternator or equal shall be provided. If it is determined that a larger unit is required to withstand the load drawn such an alternator shall be provided. The alternator shall have a built-in integral regulator and voltage spike protector. It is the bidder’s responsibility to provide documentation that the alternator specified meets or exceeds NFPA requirements. It shall be the bidder’s responsibility to provide a unit that meets the electrical load requirements of the apparatus.

A Kussmaul 1200 battery conditioner shall be supplied.

5.6 The battery conditioner shall be mounted in the cab behind the driver's seat. The remote charge indicator will be located near the auto-eject electrical receptacle. Charger shall be circuit protection at the charger. Charger shall also have protection from falling objects or liquids from damaging charger. Load manager system shall included in Weldon V-Mux system.

5.7 A Kussmaul 35/10 amp Super auto-eject electrical receptacle with a red weatherproof cover and box shall be installed on the left side of cab, forward of the front door. It shall automatically eject the plug when the starter button is depressed. The receptacle will be mounted as low as possible on body. Exact mounting location to be determined at the preconstruction meeting.

5.8 In cab gauges shall be a tachometer, speedometer, dual air pressure gauges, engine oil pressure, voltmeter, fuel level, exhaust fluid level, engine coolant temperature, hour meter, transmission oil temperature and low voltage alarm.

5.9 A warning light and alarm system shall be included for low engine oil pressure, high coolant temperature, high transmission oil temperature, low air pressure, low fuel level, low exhaust fluid level and low voltage. The audible alarm shall be distinct and different from the audible seatbelt and open compartment alarms.

5.10 The multiplex electrical system shall include a Weldon Vista IV display which shall be located on the left side of the dash in the switch panel. The Vista IV shall feature a full color LCD display screen which includes a message bar displaying the time of day and important messages requiring acknowledgement by the user which shall all be displayed on the top of the screen in the order they are received. There shall be virtual controls for the on board diagnostics. The display screen shall be video ready for backup cameras, thermal cameras and DVD. The display shall measure approximately 10.38 inches wide by 7.50 inches overall. The display shall offer varying fonts and background colors. The display shall be fully programmable to the needs of the customer and shall offer virtually infinite flexibility for screen configuration options. Vehicle systems to be displayed and or controlled at display shall be determined at preconstruction meeting as well as exact location of V-mux display screen.

6 BODY AND COMPARTMENT ELECTRICAL SYSTEM

The following specifications are intended to provide minimum guidelines for the apparatus 12VDC electrical power system. The apparatus shall be equipped with heavy-duty 12-volt negative ground system using the most current material and techniques available to the industry.

6.1 All lighting and monitoring functions within the apparatus body shall be multiplexed and intergraded with chassis electrical system.

6.2 All lights required shall meet Government Code for vehicles of this size and design shall be provided and installed. These lights shall include the headlamps and front turn signals with hazard switch, cab marker and clearance lights, backup lights, stop-turn-tail and license plate lights.

6.3 All wiring shall be SXL or GXL rated stranded copper alloy conductors of a gauge rated to carry a minimum of 125% of the maximum current for which the circuit is protected. The apparatus shall be wired to meet or exceed SAE J1292, Automobile, Truck, Truck Tractor, Trailer, and Motor Coach Wiring, for such loading at the potential employed. Voltage drops in all wiring from the power source conductors shall not be used in the cab or chassis. Ground wires for ABS, ECU, engine, and transmission ECM shall run directly to a ground connection at the frame rails. **NO EXCEPTIONS.**

6.4 Wiring shall be clearly labeled by circuit function code every three inches over each conductor's entire length. All multiplexed instrumentation wiring looms shall be independently routed and clearly identifiable as such. The entire labeling system shall correspond with the electrical wiring schematics furnished with the apparatus. Wiring shall be thoroughly mechanically secured in place. Where wire passes through sheet metal, rubber grommets shall be used to protect both wiring and wire looms. **Adhesive loom clips or double sided tape will not be acceptable.**

6.5 All circuits shall be protected by means of automatic reset breakers clearly marked and located within chassis electrical panel. Fuses shall not be used for any emergency lighting circuits and should only be used for those add on features that come equipped with a fuse holder from the manufacturer such as the electronic siren, radios, intercom, etc. Where fuses are used, they shall be readily accessible either at the device or in the chassis electrical panel and shall be clearly and permanently labeled. No in line fuse shall be located or hidden inside a loom.

7 ENGINE AND TRANSMISSION

7.1 ENGINE

7.1.1 T The engine shall be a Cummins ISX 15 or Detroit Diesel DD13 or equal, 500 horsepower, turbocharged and intercooled. Engine must be biodiesel B20 blend compatible Power: 500 hp at 1800 rpm.

7.1.2 Minimum 912 cubic inches. Minimum torque 1650/foot pounds at 1200 RPM.

7.1.3 Engine starter shall be a Delco #19011531.

7.1.4 An EPQ certification of the engine shall be provided to the City of San Jose by the engine manufacturer documenting that the engine furnished is compatible with the apparatus chassis bid and meets all current California and Federal emissions requirements.

7.1.5 Engine shall carry a five (5) year warranty or 100,000 miles, whichever occurs first.

7.1.6 Engine shall be equipped with a Jacobs Engine Brake or equal with brake light actuation and three-position setting. Control unit shall be located on the dash with an on-off switch.

7.1.7 The vehicle's cooling system shall be specifically designed for the fire service and shall allow for stationary pumping capability in 120 degrees Fahrenheit ambient temperatures. The fan shall be a direct drive type.

7.1.8 Certification of the cooling system and installation must be provided with bid.

7.1.9 The radiator shall be bolted tank construction or equal, properly cushioned and mounted. Radiator and tanks, when installed, shall not protrude into the angle of approach or extend downward through the frame rails beyond the horizontal plane of the bottom of the front axle. (Plastic Radiator will not be accepted).

7.1.10 The radiator shall be side mounted. Bolts or mounting brackets protruding downward from radiator tanks will not be acceptable.

7.1.11 Drain cocks shall be provided in lowest point of cooling system and at such other points as needed to ensure complete drainage.

7.1.12 Silicone hose will be used in all applications of cooling, from the radiator to the engine heater, bypass etc.

7.1.13 A coolant filter with inlet and outlet shut-off valve will also be installed in the engine compartment. Nalcool additive, a corrosion inhibitor and a 50/50 mixture of anti-freeze and water shall be provided.

7.1.14 An auxiliary cooler made of brass and/or copper shall be provided for use while pumping. It shall be constructed so that the water from the fire pump does not mix with water from the radiator or any part of the engines cooling system.

7.1.15 The auxiliary cooler shall be conveniently controlled from the pump operator's panel.

7.1.16 The engine shall be provided with spin-on oil filters, meeting as a minimum, the engine manufacturer's specifications.

7.1.17 The engine shall be provided with a heavy-duty dry type air cleaner and associated piping of type and size approved by engine manufacturer. A moisture ember separator shall be provided.

7.1.18 An air cleaner restriction gauge shall be provided on the dashboard.

7.2 FUEL TANK

7.2.1 The fuel tank shall be of not less than 50-gallon capacity and must conform to NFPA requirement to a minimum operating time of two hours. Removable panels shall be provided to access fuel inlet connection to tank and sending unit.

7.2.2 The fuel tank fill piping shall be placed so it is protected from mechanical damage during the normal use of the fire apparatus, and both the tank and the fill piping shall be placed so they are not exposed to heat from the exhaust system or other source of ignition.

7.2.3 Fuel tank fill shall have a minimum 1/2" vent tube that returns to the fill neck.

7.2.4 The tank shall be placed so it is removable for repairs without disturbing any body components. Tank shall be mounted with straps or hangers that embrace tank down sides and across the bottom. A means for draining the tank without removing the tank shall be supplied. Shall be service loop in fuel line shall be included to assist in removing tank.

7.2.5 The vehicle shall have provisions to fuel from both sides of the apparatus.

7.2.6 Fuel tank must be I.C.C. approved with certification plate attached.

7.2.7 Two fuel tank level gauges shall be provided, one on the dash and one on pump panel. Two exhaust fluid tank level gauges shall be provided, one on the dash and one on pump panel.

7.3 TRANSMISSION

7.3.1 The transmission shall be an Allison 4000 EVS automatic with electronic controls. The transmission will have two (2) 10-bolt PTO.

7.3.2 A lock-up feature will be provided for pumping operation.

7.3.3 A transmission temperature gauge with red light and buzzer to be installed on cab dash.

7.3.4 Transmission shall be plumbed to the cooling system to insure adequate cooling. The transmission shall have two (2) internal filters.

7.3.5 Cooler shall meet Manufacturer's minimum requirements for application specified.

7.3.6 Muffler shall be heavy-duty type, Donaldson or equal. Exhaust piping from the turbo to the oxidation catalyst shall be wrapped with heat resistant material.

7.3.7 Tailpipe shall be carried to a point ahead of the right rear wheels of the apparatus and shall discharge at an angle to prevent heat damage to tire, apparatus or pavement, and be capable of hooking up to a **Nederman Exhaust** system.

7.3.8 There shall be two (2) controls for diesel particulate filter. One (1) control shall be for regeneration and one (1) shall be for regeneration inhibit.

8 BODY AND COMPARTMENTS

8.1 The body shall be a “RESCUE” type design, high sides both sides, 99” in width. All compartment dimensions, with clear door openings, exact number of shelves, slide-out trays and location will be established after preliminary engineering drawings have been provided by the successful bidder.

8.2 Body and compartments shall be constructed of high grade, 12-gauge galvanized steel, aluminum or stainless steel. All components fabricated will be pre-fit, removed and painted prior to final assembly.

8.3 All equipment compartments shall be of modular construction and shall allow replacement of individual components in the event of damage.

8.4 Rivets, sheet metal screws, or self-tapping screws shall not be used in the assembly of any body component affecting the structural integrity of the apparatus body. NOTE: All fasteners shall be stainless steel.

8.5 The rear axle wheel wells shall be an integral part of the body design and shall be flush with the exterior surface of the body sides. The wheel well openings shall be circular and shall provide ample tire clearance for road travel.

8.6 The body wheel well openings shall be equipped with a round radius, polished stainless steel or aluminum fenderette bolted in place.

8.7 Full-length drip moldings shall be installed around the complete perimeter of the body sides.

8.8 All compartments shall be provided with ventilation in the back wall of the compartments.

8.9 Polished aluminum diamond plate .125" shall be provided on the entire rear of the apparatus body except where restricted by placement of NFPA recommended chevron striping or where paint is preferred. Actual design and color scheme to be determined at preconstruction.

8.10 The left and right side compartment tops shall have 3/16" polished aluminum diamond plate. This aluminum diamond plate shall not form any portion of the compartments.

8.11 All compartments shall have stainless steel or aluminum lower edge protection. This material will protect paint and body from chips and dents while removing equipment.

8.12 Outside body sheets shall be below the height of the cab and to be the same height as hose dividers to form an even enclosure all the way around the hose bed.

8.13 Provide a left and right hand side brushed aluminum fuel door with a positive latch and a label mounted inside of door, "DIESEL FUEL ONLY".

8.14 All compartments shall be of the sweep out design. The following minimum compartments shall be provided on the apparatus. All dimensions are approximate. Compartments shall use all available space and be as large as engineering allows. Engineered drawings shall be provided by all bidders identifying the size and location of all compartments.

8.15 One (1) compartment, (compartment #1) left and right side behind the cab, forward of the pump panel and below the crosslay. Compartments shall be transversed above the frame rails. Compartment shall be 99” in width. Provide one (1) slide out transversed tool tray (tray sides shall have reflective chevron striping to match rear of body). Compartment doors shall be flush type. This compartment will be designed as wide as the crosslay hose bed.

8.16 One (1) compartment, (compartment #2) on the left side, forward of the rear wheels. The compartment is to contain a CTECH or equal tool box using the full width and depth of the bottom of the compartment. Tool box shall have a minimum of three drawers. Trays shall have rubber lining. Exact size of tool box and tray configuration shall be determined at the preconstruction conference.

8.17 The trays shall be rated at 250-pound carrying capacity. They shall be mounted on Grant #250 slide tracks (or equal).

8.18 The trays shall slide fully out of the compartment, with designed to lock the trays when in the in or out position.

8.19 The trays shall be on vertical tracks for easy adjustment or removal. Three (3) vertical bolt in aluminum dividers shall be provided within each of the lower two (2) trays. The top tray shall have bolt in vertical aluminum dividers installed for various fittings and adapters. Exact design to be determined at the preconstruction meeting.

8.20 One (1) shelf will be provided above the drawer area (24" depth) with a minimum vertical space of six (6) inches provided above the shelf. Aluminum peg-board shall be installed in the upper (12” depth) area covering the back wall of the compartment. The vendor shall mount the following tool sand equipment:

8.20.1 Three (3) 5 inch stortz

8.20.2 One (1) hydrant spanner wrench

8.20.3 Pocket spanner wrenches

8.20.4 David Clark headset

8.20.5 David Clark Wireless headset battery charger

Exact design to be determined at preconstruction.

8.21 One (1) compartment, **(compartment #3**) on the left side over the wheel well. Two (2) adjustable shelves shall be provided.

8.22 One (1) compartment, **(compartment #4)** on the left side, behind the rear wheels, full height. This compartment shall have two (2) SCBA brackets, Ziamatic #SL-50-H-6-SF w/PHS mounted and provided by the vendor. One (1) adjustable shelf shall be provided. The compartment shall have access via one (1) removable panel as separation between the adjacent compartments, to the rear of the apparatus.

8.23 One (1) compartment, **(compartment #5)** at the rear of the vehicle and below the ladder compartment. This compartment shall be designed as large as possible and divided into three sections to store a 50' roll of 5" hose and a 25' roll of 5" hose with adjustable/removable dividers. Double polished aluminum diamond plate doors shall be provided, vertically hinged. Stay arms shall be Cleveland double acting style. Compartment to have one (1) slide-out tray on the left side designed to accommodate a Honda portable pump. The tray shall be rated at 250-pound carrying capacity. Tray shall be mounted on Grant #250 slide tracks or equal. Exact design and dimensions to be determined at the preconstruction meeting.

8.24 One (1) compartment, **(compartment #6)** on the right side, forward of the rear wheels. This compartment shall have one (1) adjustable shelf. Above the shelf, shall be one SCBA bracket, Ziamatic #SL-50-H-6-SF w/PHS mounted and provided by the vendor. In addition, provide and install four (4) universal type fire extinguisher brackets. Brackets shall be made of stainless steel with Velcro straps of adequate length to secure specified extinguishers. Size and type of fire extinguisher brackets shall be determined at preconstruction conference.

8.25 One (1) compartment, **(compartment #7**) on the right side over the wheel well. Compartment shall feature aluminum pegboard on the back wall for tool mounting. Tool mounting and location will be discussed at the pre-construction conference. One (1)110 GFCI duplex outlet shall be installed to charge battery packs. The following tools are to be mounted:

8.25.1 One (1) D-handle pike pole

8.25.2 One (1) Crow bar

8.25.3 One (1) Heavy Duty 3 bolt cutter

8.25.4 One (1) Sledge Hammer

8.25.5 One (1) Irons Kit

8.25.6 One (1) K-Tool

8.25.7 One (1) Sawzall and battery holder

Exact tool locations and mounting hardware to be determined at preconstruction conference.

8.26 One (1) compartment, **(compartment #8)** on the right side, behind the rear wheels, full height. This compartment shall contain two (2) adjustable shelves and two (2) 12-volt outlets that will provide power for medical equipment. Provide two (2) Ferno universal cylinder mounting brackets part # AA5210. Exact location to be determined at the preconstruction meeting.

8.27 One (1) Compartment, mounted on top of the tailboard, free standing. This compartment is to be designed as a MEDICAL WASTE DISPOSAL container. The bottom and walls shall be constructed of aluminum. The lid shall be constructed of 12-gauge aluminum diamond plate with a stainless steel hinge. Drain holes shall be provided. Top of container parameter shall step in to allow installing and removing waste bags. Exact dimensions and features shall be discussed at the preconstruction meeting.

8.28 All compartment doors unless otherwise specified, shall be Amdor Roll-up. Doors and shall be painted to match cab and feature Amdor LED Track Lighting on both sides of opening to provide safe and uniform lighting of compartment space. Aluminum roll-up door guards shall be installed to protect paint on doors when they are in their up or retracted position.

8.29 Doors shall be double-faced, aluminum construction with locks. Lath sections shall be driven ball-and-socket design and must be individually replaceable without complete disassembly of the door.

8.30 Between each lath at the pivoting joint shall be a fitted flexible seal for weather resistance. Seals must allow door to operate in extreme temperature ranging from plus 212 degrees F to -40 degrees F.

8.31 An aluminum lift bar shall be provided for opening doors. It shall be located at the bottom of door and have latches on the outer extrusions of the doorframe. A ledge shall be supplied over the lift bar for additional area to aid in closing the door.

8.32 A heavy-duty magnetic switch shall be used for control of "open compartment door" or "latch bar not secure" warning lights. This same mechanism shall control interior lights for each compartment.

8.33 All compartment doors shall feature a lock and key system utilizing a #1250 key on all doors with the exception of the right rear ALS compartment and the rear cab EMS compartment. These compartments shall use key # CH 545.

8.34 Compartment A/B (rear cab tunnel) shall have Whelen Flourent Plus LED white lights near door openings, and (2) Whelen #Flourent Plus; LED strip lights located towards to the center area.

8.35 Compartment #5 to have a minimum of (3) Whelen #Flourent plus; LED strip lights.

8.36 Compartment #9 to have a minimum of (3) Whelen # Flourent plus strip lights.

8.37 Doors located in the extended portion of the cab, compartments A/B shall be provided with extruded automotive type rubber moldings. This molding shall protect the compartment door framing, yet provided a weather resistant seal around the door.

8.38 Doors located in the extended portion of the cab, compartments A/B shall have locking mechanisms fully enclosed within the door panels to prevent fouling of the lock in the event equipment inside shifts into the lock area. Doors are to be latched with recessed, polished stainless steel "D" ring handles and Eberhard 106 locks. A rubber gasket shall be provided between the "D" ring handle and the door. Doors to incorporate a lock and key system.

8.39 The compartmentalization shall include shelves, minimum of one shelf per compartment unless otherwise specified. Shelf construction shall be rigid with 2" retainers on all four sides and fabricated of .188" aluminum. The shelving shall adjust by means of a threaded tightener sliding in a track to allow precise adjusting height. The shelving location shall be as specified at a pre-construction conference.

8.40 All cab and body compartment floors, shelves and drawers shall be covered with black Turtle Tile type removable matting. Tile to have yellow beveled edges.

8.41 Provide extra air bottle storage, two (2) on each side, located fore and aft of the rear fender wells. Each compartment shall include a polished brushed aluminum hinged door with latch and rubber bump stop. The circular interior surface shall be lined with Teflon and designed to hold a Scott 45 minute SCBA bottle.

8.42 One (1) horizontal full length handrail shall be provided on the rear of the apparatus under the hose bed. The handrails shall be constructed of extruded aluminum with groves for maximum gripping ability with chrome plated zinc die cast center and end stanchions. They shall run the entire width of the hose bed.

8.43 Provide one (1) rear tow eye with a minimum 2" I.D. hole, constructed with 3/4" steel plate. Tow eye shall be located at the rear of the apparatus body and fastened to the rear chassis frame rails. Inside of the eye shall be smooth and rounded.

8.44 All running boards and tailboard shall be a minimum of 3/16" polished aluminum diamond plate with all edges turned down not less than 2".

8.45 Running boards and tailboard shall be bolted on and be spaced at least .5" from the body. Rear tailboard step to be 18" deep. Tailboard shall have cone holder mounted on right side.

8.46 Provide an intermediate step between the hose bed and the tailboard that runs the entire width of the tailboard area. Drainage holes should be provided.

8.47 At the rear of the apparatus, provide a minimum of four (4) Cast Product steps or equal. These steps shall be placed in a location that will allow personnel easy access to the hose bed cover area. Exact location shall be determined at the preconstruction meeting or at the appropriate time of construction.

8.48 Tailboard and step below hose bed shall have Bustin Inserts.

8.49 On the right and left side running boards, at the pump panels, hose wells shall be designed to store 25’ of 5” supply hose. Provide two (2) Velcro straps with seatbelt type buckles to secure hose at each well. Approximate size is 10.5” deep by 30” long by 8.75”wide. Exact dimensions/design to be determined at the preconstruction meeting.

8.50 There shall be a heavy-duty chrome plated or stainless steel, wrap-around bumper at the front of the cab. Bumper shall be bolted directly to the frame. Front bumper to be extended 16" with 3/16" form fitting aluminum diamond plate between bumper and front cab sheet.

8.51 Two (2) front chrome tow eyes shall be provided, attached directly to the frame, located in the **CENTER** of the bumper, minimum of 2" ID opening. Inside edges shall be rounded and smoothed out.

8.52 Provide two (2), removable, aluminum, L-shaped, I-zone Wildland interface hose brackets designed to accommodate 100’ of partially charged 1 ½” Forestry hose with nozzle. Exact mounting and storage location to be determined at the preconstruction meeting. Fire Department to provide sample at preconstruction meeting.

8.53 Provide a polished stainless steel exhaust fluid door with a positive latch and a label. Exact design and labeling to be determined at preconstruction meeting.

9 HOSE BEDS

9.1 Hose bed to be fabricated of 12-gauge galvanized steel or equal. Sides are not to form any portion of the fender compartments. Sides shall not extend upward any higher than the height of the cab. Hose bed height shall not exceed 80” from the ground to the bottom of the hose bed.

9.2 Hose dividers must be adjustable to accommodate different hose loads and strong enough to resist side forces while vehicle is in motion. Dividers shall be constructed of 1/4" aluminum.

9.3 Uni-Strut type channel tracks shall be provided for the mounting of hose bed partitions. There shall be two (2) located at the front and one (1) at the rear of the hose bed.

9.4 The hose bed shall be designed to have a capacity for the following fire department supplied hose:

9.4.1 700 feet of 5" LDH fire hose in 100' lengths.

9.4.2 1200 feet of 3" double jacket fire hose in 50' lengths. Split into two (2) equal widths.

9.5 Hose bed decking shall be constructed with aluminum extrusions.

9.6 A cover will be provided of 3/16" polished aluminum diamond plate. These covers shall be hinged along outer edges with 1/4" stainless steel piano type hinges.

9.7 The covers must be reinforced and supported to allow a suitable walking surface.

9.8 A hinged panel must be installed in the cover to provide access to the water and foam tank fill towers. Lids must be of adequate size to facilitate ease of filling. Exact dimensions to be determined at the preconstruction meeting. No spring securing latches shall be used. Latches must be flush mounted.

9.9 The back shall be equipped with removable black vinyl flaps extending down to the bottom of the hose bed. These flaps shall be anchored using seatbelt type straps. Exact dimensions/design to be provided at the preconstruction meeting.

9.10 Provide two (2) handrails that run entire width of the top of each hose bed covers for easy opening. The handrails shall be constructed of extruded aluminum with groves for maximum gripping ability with chrome plated zinc die cast end stanchions. (No rubber inserts). Hose bed shall also have two grab handles at front of covers towards cab.

9.11 Provide two (2) vertical handrails that run from mid step to top of apparatus top of the apparatus. The handrails shall be constructed of extruded aluminum with groves for maximum gripping ability with chrome plated zinc die cast end stanchions. Exact dimensions to be provided at the preconstruction meeting.

9.12 Each half of each cover to have gas chamber openers to assist the opening and hold open the hose bed cover at 90 degrees with a positive safety latch. Safety cables shall be provided for each cover.

9.13 Provide three (3) transverse hose beds located behind the cab in the forward section of the body. The two forward hose beds shall be designed to carry 200' of 1 3/4" double jacket fire hose. The rear hose bed shall be designed to carry 200' of 2 1/2" hose. The entire width of the hose bed shall be the same width as the transverse compartment #1. The plumbing shall allow for the hose to lay flat and not kink when charged. The depth and width of the transverse beds shall be adequate to accommodate the described hose complements with nozzles in a manner that the hose can be smoothly deployed.

9.14 Vertical and horizontal hose rollers shall be provided on the left and right sides of the transverse hose bed.

9.15 The transverse hose bed height shall not exceed 67" from the ground to the bottom of the hose bed.

9.16 The transverse hose bed decking shall be constructed with aluminum extrusions.

9.17 Provide and install a polished aluminum diamond plate hose bed cover for the three (3) transverse hose lines. Provide black vinyl flaps on ends of covers. Flaps shall include a positive locking (seatbelt style) system. The hose bed cover shall be equipped with a safety latch (RV style) to secure when the hose bed cover is opened. Provide paint protection at the rear of the cab where the cover will rest in the open position. The lid shall include three auto-style handles to assist with opening the lid. Exact location of handles to be determined at the preconstruction meeting.

10 EMERGENCY AND UTILITY LIGHTING

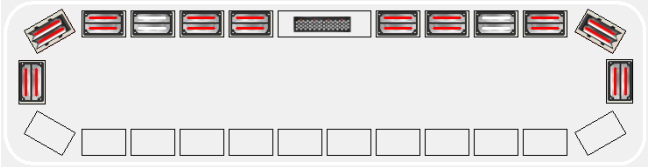
All emergency and utility lighting shall be wired to the Information Center located on the dash. If lighting components specified do not meet NFPA 1901, 2009 or latest edition, it shall be the bidder's responsibility to identify and provide the necessary changes in writing. The general requirements for the NFPA Standard pertaining to this vehicle shall be as follows:

10.1 Apparatus shall meet standards for vehicle over twenty two (22') feet.

10.2 Apparatus shall have side lower level warning lights no more than fifteen (15') feet apart.

10.3 Provide Whelen lighting package, San Jose Fire Department specification, # WHLN NFPA SJFD-PUMPER

Zone A: Front - Upper and Lower
Whelen # FN72QLED; 72" Freedom LED Light bar with options;
(2) FLDRR, (1) FX795H, (1) MKEZ7, and 795H Opticom.



The second red Super LED light inboard from the Opticom emitter on the driver's side shall be steady burning.

Outer lens shall be clear.

Lower Zone A:
Whelen # M6R; M6 series LED warning light, red lens
Whelen # M6T; M6 series Amber LED Turn, Arrow Populated
Each lighthead requires M6HDLMTK (headlight mounting kit for ATI & KD housings, includes hardware).

Upper Zone B & D:
Covered by Light bar end LED module

Lower Zone B & D:
Whelen # M6R; M6 series LED warning light, red lensM6FC; Flange, chromed

Upper Zone C:
Whelen # L31HRFN; LED Beacon, (both red)

Lower Zone C:
Whelen # M6FCV4; ABS chromed housing, vertical, for use with Whelen M6 series light, holds 4 lights
Whelen # M6R; M6 series LED warning light, red lens
Whelen # M6BTT; M6 series LED Brake/Tail/Turn
Whelen # M6BUW; M6 series LED backup light
Whelen # M6T'; M6 series LED, amber turn, arrow populated

10.4 There shall be a Whelen Traffic Advisor model #TANF95BTT & (1) STAPVC65, eight (8) lamp Super LED warning light with (1) 500 series Brake/Tail/Turn installed in center of light array w/ 65 ft. exit cable on TA and 20 ft. B/T/T exit cable, provided at the rear of the body above the ladder storage compartment. The Traffic Advisor control head shall be mounted in the forward cab overhead console within reach of the driver. Exact location shall be determined by the City of San Jose and the successful bidder.

10.5 The warning light system shall have two (2) modes of operation:

10.5.1 "Call for Right Of Way" (Response)

10.5.2 " Blocking The Right Of Way" (Stationary)

10.6 The lower level lights shall be mounted between 18" to 62" above the ground.

10.7 All warning lights shall be mounted as close as practical to the corners of the vehicle.

10.8 The minimum optical warning system shall require no more than an average of 40 amps for vehicles requiring three (3) side mounted lights or 45 amps for vehicles requiring four (4) side mounted lights or 50 amps for vehicles requiring five (5) side mounted lights.

10.9 The clear warning lights shall be automatically shed when the vehicle is placed in a parked mode.

10.10 CERTIFICATION OF COMPLIANCE: Certification shall be provided in delivery manuals that the system has been installed within geometric parameters specified by the manufacturer of the warning light system.

10.11 Provide seven (7) Whelen model 60CREGCS 6” Round Low Profile Surface mount interior white/red combination lights. Lights shall be individually switched at the light. Four (4) Lights to be located at each door opening. The white light shall separately activate when the door is opened. One (1) light shall be centered in overhead console between driver and captain, and two (2) lights shall be located in rear seating area located in overhead. Exact location of lights shall be determined at preconstruction meeting.

10.12 Provide one (1) gooseneck style map light, Sunnex Model LS SERIES FLEXIBLE GOOSENECK LED LIGHT LS751-27, installed on the right hand side of the forward dash panel. Additional bracing shall be added to light base. Exact locations shall be determined at the preconstruction conference.

10.13 One (1) Whelen Model#VTX609R red indicator light, with Chrome bezel Model # VTXFC with audible alarm shall be provided in the cab to indicate when a cab door or compartment door is open. This light shall be wired through the parking brake system. This warning system is inclusive of all compartment doors, hose bed covers, pole lights, and master stream. This audible alarm shall be distinct from the seatbelt and engine alarms.

10.14 Located on the lower half of each interior door panel shall be a 4” red flashing LED light, Whelen #2FR00ZRR with Whelen Model# 2GROMMET rubber grommets. These lights shall flash when the door is in the open position to warn oncoming traffic.

10.15 Four (4) SL 20X (metal) Stream light chargers shall be provided and mounted in the cab. Chargers to be wired directly to the batteries. Four (4) Vulcan lights and chargers to be provided and mounted. Exact locations of lights will be determined at the pre-construction conference.

10.16 Four (4) Havis Light & Poles shall be provided; (2) Fixed Whelen Model# PCP2PED (12V Pedestal mount Dual panel LED Whelen Pioneer Plus – spot/flood) and (2) POLE mount ROM #KR-SB-11PFP1-I (Single panel LED Whelen Pioneer Plus Flood). Above compartments #2 and #4, these lights will be fixed mounted. Two (2) pole lights shall be mounted at the rear of the apparatus. Poles to be bottom- raised. Lights to be switched from the Information Center and at the left side pump panel. Rear pole lights shall also be activated when the apparatus is backing up. Rear poles shall have stainless backing plates for wear protection from light cords. Exact location will be determined at the pre-construction conference.

10.17 Provide and install one (1) Whelen #PFP2 LED flood light with (1) Whelen # PBA130 Brow Mount Bracket (exact cab specification needed for fit). Light to be switched from the Information Center. Exact location will be determined at pre-construction. Light shall be mounted low enough as to not interfere with the Opticom emitter in the light bar.

10.18 Provide one (1) indicating system integrated on Weldon Vista IV display that features an outline of this specific fire apparatus including Left/Right/Rear/Overhead views. This display will indicate, exactly which cab door, compartment door, hose bed cover, pole light or master stream device is improperly stowed or closed.

10.19 Dual rectangular Halogen headlights shall be provided on the front of the cab, two (2) each side in a common bezel-one high beam and one low beam with alternating headlight warning system. System shall include "Day Time Running Lights".

10.20 Two (2) backup lights (lights to go on when reverse is selected). Type, Ziamatic ZQL-RV-H7614, Hull lights with trim ring (trim ring to be painted to match body), to be mounted in the body over rear wheels.

10.21 Two (2) directional turn signal lights to be provided, two (2) Whelen #M6T; M6 series LED Amber Turn light, Amber LED located next to steady reds above headlights.

10.22 Ten (10) Whelen Model # F09PC 9” Super LED Tube lights to act as perimeter/ground lights shall be mounted on the underside of the apparatus body and cab. Exact location shall be determined at the pre-construction conference. Ground lights shall be wired off of the battery switch and the switch located in the switch panel. Perimeter/Ground lights located below cab doors shall activate when cab door is opened for safe visibility.

10.23 Cab shall contain five (5) LED marker lights mounted on or recessed in the cab roof. LED clearance lights shall be recessed in running boards or tailboard.

10.24 Provide one (1) Whelen Flourent Plus series #F63PC; LED STRIP light at the rear tailboard under the intermediate step. This light shall be designed to provide adequate lighting for restocking of EMS equipment. One switch shall control light. Switch to be located at the rear tailboard and identified with a plaque.

10.25 An electronic backup alarm shall be provided and shall activate anytime the vehicle is placed in reverse with the engine running.

10.26 Provide a minimum of Provide a minimum of one (1) Whelen 4” Super LED model #20C0CDCR light, mounted in Whelen model #2GROMMET rubber grommet per door on the cab, utilizing either flat mount or 45 degree mounts as appropriate. These lights shall activate when that specific door is opened.

10.27 Provide four (4) Whelen 4” Super LED model #20C0CDCR lights, mounted in Whelen Model#2GROMMET rubber grommets at rear hose bed (Two (2) each cover). Exact location to be determined at the preconstruction meeting.

10.28 Provide three (3) Whelen Model # PSTANK remote water tank level indicators, Lights to be mounted in an area visible from either side and rear of the apparatus. These lights shall shut off when parking brake released. Exact location shall be determined at preconstruction meeting.

10.29 Provide Whelen Flourent Plus LED Strip lights for pump panel illumination, two (2) on drivers side, two (2) on passenger side. Lights to be mounted under a protective shield above panel. Lights to be activated for pump panel or in cab from driver’s area. Exact location of lights and switched to be determined at preconstruction meeting.

10.30 Provide two (2) directional turn signal lights, Whelen #M6T; LED Amber Turn light, located midship on apparatus.

11 WATER TANK

11.1 The apparatus shall be equipped with a polypropylene thermoplastic water tank manufactured by United Plastic Fabricating or equal. The tank and body end bulkheads shall be constructed of .5" thick, polypropylene, nitrogen-welded and tested inside and out. Tank size to be 500 gallons and have a lifetime warranty. Tank construction shall conform to NFPA standards.

11.2 The transverse and longitudinal .375" thick swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments.

11.3 The .5" thick cover shall be recessed .375" from the top of the sidewalls. Hold down dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

11.4 The water fill tower shall be designed, sized, and located in the left front of the tank. The fill and overflow tower shall be equipped with a hinged lid and a removable screen.

11.5 The overflow tube shall be 6” and be installed in the fill tower and piped with schedule 40 PVC pipe through the tank and exiting behind the rear axle.

11.6 Suction from water tank to 1500 GPM main pump must be 3" ID minimum. Plumbing connection between water tank and pump shall be aligned, without bends. All fittings and valves from the water tank must be stainless steel or brass.

11.7 A 3" brass check valve must be properly installed in this line to prevent damage to the tank and prevent water from backing up through the tank suction if the tank-to-pump valve is in open position.

11.8 Water Tank shall be equipped with a FRP Tank Vision water level gauge, or equal.

12 FIRE PUMP

12.1 The fire pump shall be Hale model QTWO, 1500 gpm two stage. Pump to be mid-ship mounted on the chassis frame. The successful bidder shall adhere to the transfer case clearances specified by the pump manufacturer.

12.2 The pump, when dry, shall be capable of taking suction and discharging water with a lift of 10 feet in not more than 45 seconds through 20 feet of suction hose of the appropriate size.

12.3 The fire pump shall have a minimum two-year warranty. The pump shall comply with the latest recommendations of the National Fire Protection Association and the Underwriters Laboratories requirements.

12.4 A U.L. pump certification certificate shall be provided. Pump shall be a Class "A" type and shall deliver the percentage of rated discharge at pressure indicated below.

12.4.1 100% of rated capacity at 150-PSI net pump pressure.

12.4.2 70% of rated capacity at 200-PSI net pump pressure.

12.4.3 50% of rated capacity at 250-PSI net pump pressure.

12.5 Pump shall be equipped with a self-adjusting, maintenance free, mechanical shaft seal.

12.6 An electronic FRC Throttle Excel or equal with an inline resistor module for use with a Cummins engine shall be supplied for the pump panel. A pump interlock relay to activate the hand throttle circuits shall be provided for the OEM to activate. Throttle shall include throttle, tachometer, RPM, Volts, date, time, oil pressure, engine temperature, pump hours, incident hours, audible warning: Transmission temperature, voltage, Hi RPM, oil pressure and engine temperature.

12.7 The apparatus pump shall be equipped with a variable relief valve system designed to automatically relieve excessive pump pressure when operating from draft or positive incoming flows. The system shall self-restore to the non-relieving position when excessive pressure is no longer present.

12.8 The relief valve system shall be totally mechanical and consist of an internal relief valve to bypass water to the suction side of the pump, an external relief (dump) valve to discharge water to atmosphere, shall be Elkhart model #40-20.

12.9 A single panel mounted control shall permit the pump operator to “set” a desired relief pressure.

12.10 The external relief (dump) valve shall be mounted on the intake side of the pump where discharged water flowing through the valve provides a self-cleaning process and virtually eliminates the possibility of the valve remaining in an open position due to contamination.

12.11 One amber light shall illuminate when the internal relief valve is open.

12.12 All functional components of the relief valve system that are in contact with water shall be bronze material.

12.13 The total relief valve system must meet all existing NFPA Standards for Pressure Control Devices and Intake Pressure Relief Systems incorporated into one interconnected system.

12.14 Special pump ratio of 2.28 TO 1 shall be provided to assure that the lowest discharge pressure at idle is attained with the engine specified. Specify pump ratio: _____

12.15 The apparatus pump shall be equipped with a complete Hale Model TPM Total Pressure Master Relief valve system.

12.16 Provide a Hale Pump Power Shift on the left side of the driver’s position in the forward cab. One green light is to indicate when both the pump has been engaged and the chassis transmission is in pump gear. This indicator light shall be labeled "OK to Pump". Note location of the power shift shall not interfere with any cab interior functions, i.e. window handle, etc.

12.17 The priming pump shall be an ESP primer system, positive displacement vane type, electrically driven and conform to standards outlined in NFPA Pamphlet 1901. One priming control shall both open the priming valve and start the priming motor.

12.18 A supplementary heat exchange cooling system shall be provided to allow the use of water from the discharge side of the pump for cooling the engine water. Heat exchanger is to be constructed of all brass and is to be a separate unit.

12.19 The pump shall be equipped with a Hale Thermal relief valve that will automatically dump to the water tank through a .375" discharge line when water temperature exceeds 120 degrees F. Valve shall be equipped with an integral strainer and shall reset automatically. A red light indicator on the pump panel shall turn on when this valve is activated.

12.20 Provide and install Hale AnodePro system or equal with three (3) pump mounted anodes.

13 PUMP INLETS AND OUTLETS

13.1 All discharge plumbing and manifolds shall be constructed of stainless steel or brass, sized to provide sufficient water to the required outlets. All discharge valves in the pump house will be labeled with corresponding numbers to the pump panel.

13.2 Provide Class 1 high-pressure flexible piping with a 1200 PSI burst pressure rating and 30 HG vacuum rating. Aero Quip wire braided hose with brass or stainless steel fittings, will be acceptable.

13.3 The fire pump, all piping and associated equipment shall be hydrostatically tested to 250 PSI in conformance to applicable NFPA standards.

13.4 Plumbing shall not hang below the exhaust system or interfere with the angle of approach or departure.

13.5 The entire fire pump and plumbing located in the fire pump enclosure shall be painted white.

13.6 All lines to drain through individual drain valves. All individual drain lines for discharges are to be extended with rubber hose, to drain below the chassis frame. Drain valves to be ¼ turn, located at the pump panel.

13.7 All water carrying gauge lines are to be flexible polypropylene tubing.

13.8 All intake and discharge valves shall be flange mounted Akron Brass in-line electric type ball valves with stainless steel balls with a simple two-seat design. All valve controllers shall be Akron 9323 or equal with color coding option located on the pump panel which include valve position indicators that identify the position of the valve.

13.9 The left and right inlet valves shall be TFT piston intake relief brass model #AB3STNX, 5” Stortz inlet with 6” female inlet. This shall include 5” cap and chain. One TFT piston Intake and one cap shall be provided by vendor and one shall be provided by SJFD prior to pump testing.

13.10 Provide two (2) 2 1/2” gated suction inlets, one on the right side, and one on the left side pump panel. Valves to be Akron electric with controls on the left side pump panel with valve position indicator lights. Inlet connections to be positioned and configured to allow the simultaneous use of all inlets and discharges without undo obstruction.

13.11 Valves to be plumbed directly to the suction side of the main pump and located behind the pump panel. These valves shall have 2 1/2"" female swivel with plug and chain.

13.12 Provide one (1) 2” tank fill and one (1) 3” tank-to-pump valve at the pump panel. Valves to be Akron electric with valve position indicator lights.

13.13 Six (6) 2 ½” outlets must be provided: two (2) at the rear of the apparatus, one (1) on the right side pump panel, two (2) on the left side pump panel and one (1) in the rear crosslay which will include a 2 ½” chicksan swivel with N.S.T. Valves to be Akron electric controlled from the pump panel.

13.14 All outlets shall be provided with chrome plated caps and chains, turned down 30 degrees.

13.15 At the right side pump panel, provide one (1) high volume discharge using a 3" Akron electric valve. The discharge outlet shall be fitted with 3" inch outlet turned down 30 degrees with a 5" Stortz adapter and locking cap provided and attached. "DISCHARGE" will be clearly marked on the body panel. This outlet will be controlled from the left side pump panel.

13.16 Two (2) 1 ½” discharges shall be plumbed to the front crosslays behind the cab in the forward part of the body. Valves to be Akron electric controlled from the left side pump panel. These discharge lines shall have 2” chicksan swivels with 1 1/2” N.S.T.

13.17 On the left side of the front bumper, provide one 1 1/2" discharge vertically mounted with 2” swivel. Valve to be Akron electric controlled from the left side pump panel. This discharge line shall have a 2” chicksan swivel with 1 1/2” N.S.T. and have an automatic drain plumbed inline.

13.18 A stop on the swivel shall be designed so it will not interfere with the raising of the cab. Exact design shall be determined at preconstruction meeting.

13.19 A hose well with the capacity to store 100' of 1 3/4" Akron double jacket hose with Akron 1767 nozzle recessed into the gravel shield shall be provided on the left side of the bumper. This well shall be of adequate size to allow the hose load to lie below the level of the bumper. Two (2) seatbelt style straps shall be provided.

13.20 Provide one (1) 3/4" discharge outlet at the left side pump panel.

13.21 This outlet will be a garden hose type fitting designed to wash small tools and equipment.

13.22 Provide a ¼-turn ball valve. Valve shall be plumbed off of the fire pump.

13.23 Fitting to be male threads with a chrome end cap and chain.

13.24 A monitor is to be mounted just forward of the hose bed in the dunage well. Plumbing shall be a minimum 3" from the pump to monitor. Plumbing shall be configured to minimize friction loss and travel distance from pump. An Akron electric 3” ball valve (or equal) shall be provided for the monitor.

13.25 There shall be one (1) Akron electric control unit for the monitor located at the rear right side of the dunage well and one (1) located on the left side pump panel. Exact locations to be determined at preconstruction.

13.26 The monitor is to be Task Force portable Crossfire Extend-A-Gun X-FC-42 with a 1250 GPM rating to include XG-18 extended pipe. Pipe shall include warning system interlock.

13.27 It shall have a detachable base with a 5" stortz inlet. It will feature the SAFE-TAK System. System shall include an automatic shut-off clapper valve. Detachable base shall have mounting bracket installed in dunage well.

13.28 Provide stacked tip set #439. Tip sizes- 1 3/8" - 1 1/2" - 1 3/4 - 2". Provide monitor nozzle with Halo part number MR1250SNJ TFT-2.5NH 150-1250GPM. Provide mounting brackets and locate the tips in the dunage well. Exact location to be determined at the preconstruction meeting.

13.29 Provide an Akron 13” stream straightener.

13.30 Monitor shall have an interlock system that will alert the driver when the monitor is in the extended position. This system shall be wired to the indicating display and audible alarm referenced in section 10.18.

13.31 Monitor, when in the stored position, shall not be higher than the cab roof. Piping to be securely mounted for all possible flowing angles.

13.32 Dunage well shall have 3/16" polished aluminum diamond plate decking. Diamond plate decking shall be removable to allow for maintenance of the fire pump. The dunage well shall have minimum depth of 18”. Diamond plate shall be reinforced to hold the weight of personnel operating monitor.

13.33 In the dunage well, provide a NFPA compliant storage area of appropriate size and configuration to store (2) 5 gallon spill kit buckets, monitor appliances, stacked tips, and/or fog nozzle. Each component shall have fixed mounting locations constructed of the same aluminum material as the dunage well. Spill buckets shall be stored in 6” high aluminum rings and flooring directly below buckets shall have drain holes. Exact location/design will be determined at the pre-construction meeting.

14 PUMP PANEL

14.1 Pump panels shall be brushed stainless steel with hinged access panels for ease of maintenance and repair of valves/controls and fire pump. All controls and gauges shall be labeled and color-coded. All foam lines shall labeled “FOAM”. Panel shall include:

14.1.1 Class 1, liquid filled gauges shall be provided on the pump panel.

14.1.2 One (1) main pump compound gauge 30-0-600 PSI labeled Compound, minimum 4 1/2" diameter.

14.1.3 One (1) main pump pressure gauge 30-0-600 PSI labeled pressure, minimum 4 1/2" diameter.

14.1.4 One (1) 0-400 PSI individual gauge for each discharge outlet, minimum 2 1/2" diameter.

14.2 The following engine gauges shall be located on the pump panel:

14.2.1 One (1) pump hour meter.

14.2.2 One (1) fuel level gauge.

14.2.3 One (1) exhaust fluid level gauge.

14.2.4 Class 1 INFO III with the following:

14.2.4.1 One (1) engine oil pressure gauge.

14.2.4.2 One (1) engine temperature gauge.

14.2.4.3 One (1) Volt meter with low voltage alarm.

14.2.4.4 One (1) tachometer.

14.3 The following controls shall be provided on the left pump panel:

14.3.1 Six (6) 2 1/2”" electric discharge controls.

14.3.2 One (1) primer control.

14.3.3 One (1) auxiliary cooler valve control.

14.3.4 One (1) pressure regulator control, with lights.

14.3.5 One (1) electric discharge control for front bumper 1 1/2" pre -connected hand line.

14.3.6 One (1) electric discharge control for 3” outlet.

14.3.7 Two (2) electric discharge controls for suction 2 1/2”" inlets.

14.3.8 Two (2) electric discharge controls for 1 3/4" pre-connected crosslays.

14.3.9 Two (2) foam tank level indicating light systems.

14.3.10 One (1) electric discharge control for tank filler. Minimum 1 1/2”" valve.

14.3.11 One (1) electric discharge control for tank to pump valve.

14.3.12 One (1) water tank level sight tube.

14.3.13 One (1) manual transfer valve with indicator.

14.3.14 One (1) foam control panel and one foam flow meter for the class "A" and “B” systems.

14.3.15 Two (2) Foam Pro power refill connections.

14.3.16 One (1) Garden hose control valve.

14.3.17 Drain valves.

14.3.18 Main pump drain.

14.3.19 Test gauge panel.

14.4 A .25” outlet and control valve with a "Hansen" #1100 quick coupler shall be provided to fill air pressurized extinguishers or tires, externally located on the mid-ship pump panel. Provide a 25’ air hose with universal fittings.

14.5 Pump operator's panel to be well illuminated for night operation with switch mounted on the panel. There shall also be a switch at driver’s position to control lights at pump panel. Provide and install one (1) Whelen Flourent Plus # F27PC, strip light, LED. Provide and install one (1) Whelen Flourent Plus # F27PC, Level 3 strip light, LED, at the right side pump panel. Lights shall be covered by metal cover over the top. Lights shall be positioned far enough out to not create shadows over panel controls.

14.6 Pump access doors will be provided on the right side pump panel that will allow maintenance personnel full access to the fire pump and foam pump. Doors to be vertically hinged.

14.7 Pump panel on the left side shall be designed to allow maintenance personnel easy access to all gauges, valves and controls. Access panel(s) shall be hinged vertically where possible.

14.8 Provide and install a minimum of (2) white lights inside the pump enclosure area for safe maintenance operations; one per side.

14.9 At the left and right pump panels, provide a minimum of twelve (12) Cast Product’s large folding steps (six at each panel area) or equal. These steps shall be placed in a location that will allow personnel safe access to the dunage well. Exact location to be determined at the preconstruction meeting.

14.10 At the left and right pump panels, provide a minimum of two (2) handrails, one (1) each side of vehicle. These handrails shall be placed in a location and will be full width of pump panel that will allow personnel safe access to the dunage well. The handrails shall be constructed of extruded aluminum with groves for maximum gripping ability with chrome plated zinc die cast end stanchions. Exact location to be determined at the preconstruction meeting.

14.11 Prior to any fabrication of the pump panel, a print of the proposed layout and design will be submitted for approval to the San Jose Fire Department. Bidder shall clearly identify in the design the number, location and size of hinge panels furnished.

14.12 Install access holes in pump panels to facilitate the manual use of discharge shutoff valves for all discharges using hand tools (7/16 wrench). Exact configuration/location to be determined at the preconstruction meeting.

14.13 Install three (3) high visibility electronic water level gauges on the Right/Left/Rear of apparatus. WHELEN # PSTANK; LED TANK STATUS LIGHT, 4 FUNCTION, High output, 12 VDC Scene lights. Exact location to be determined at preconstruction meeting.

15 TOOLS AND EQUIPMENT

15.1 A ladder storage compartment shall be provided at the rear of the apparatus. The compartment shall be an integral part of the body or water tank. Compartment access shall be through a horizontally hinged watertight access door. Door shall utilize a single D-handle latch for opening. Teflon type slide guides shall be provided within the compartment to separate the ladders and allow ease in ladder removal. Ensure that all plumbing that extends through this compartment is protected by enclosed construction that maximizes available compartment space.

The rear ladder compartment shall be configured to safely store one (1) two-section 24' ladder in addition to one (1) 14' roof ladder and one (1) 10' folding attic ladder. This will allow the Fire Department to freely change ladder complement based on operational need. Exact configuration to be determined at the preconstruction meeting.

Ladder storage should be configured in such a way to allow the safe storage of one EMS backboard under the level of the lowest ground ladder such that the backboard does not impact or cause repetitive friction to the halyard. A forward stop must be placed to prevent the backboard from sliding forward during vehicle movement. Fire Department to provide sample backboard at the preconstruction meeting. Exact design and layout to be determined at preconstruction.

15.2 Tubular holders shall be provided in ladder storage compartment to accommodate the following items:

15.2.1 One (1) 8' pike pole with solid fiberglass handle (City supplied)

15.2.2 One (1) 6' pike pole with solid fiberglass handle (City supplied)

15.2.3 One (1) 6' pry bar (City supplied)

15.2.4 One (1) Foam Fill Tube (Bidder supplied)

Exact design and layout to be determined at preconstruction.

15.3 Provide two (2) 10' sections of 3" hard suctions hose with a 2 1/2" N.S.T. couplings and strainer. These hoses shall be mounted on top of the left side compartments in trays and shall be securely fastened with (3) nylon straps with seatbelt type buckles. Exact design to be determined at the preconstruction meeting.

15.4 One pair of Zico non-folding chocks part #AC-32 with QCH2H locking type mounting brackets, shall be provided with the apparatus. Chocks shall be mounted under left side of the apparatus, to the rear of the pump panel. Provide stainless steel protection on the body just above chock location.

16 CLASS “A” AND CLASS “B” FOAM SYSTEMS

16.1 The foam system shall be FoamPro Series 2002. System shall be electronic, fully automatic variable speed, direct injection, discharge side foam proportioning. System shall be a capable of handling Class “A” foam concentrates and most Class “B” foam concentrates. All foam lines shall have DOT approved inserts at all connection.

16.2 Paddlewheel-type flow meters shall be installed in the discharges specified to be foam capable. When the use of more than one flow meter is required, an interface electronic module will be provided to totalize these flows and send the flow total to the microprocessor in the computer control display.

16.3 Provide class "A" and class “B” foam pre-plumbed to the front bumper line, the three (3) pre-connected crosslays, the monitor, two (2) additional 2 1/2” discharges. Specific 2 ½” discharges to be identified at the preconstruction meeting.

16.4 Provide one (1) 20-gallon class “A” foam tank and one (1) 30-gallon class “B” foam tank.

16.5 Foams tanks shall be located in the well with easy access for refilling. Tanks can be intrigual to the water tank but cannot reduce the 500-gallon capacity.

16.6 Tanks shall be clearly marked CLASS “A” FOAM TANK, CLASS “B” FOAM TANK.

16.7 Both foam tanks shall have tank shut-off valves and drain valves located in a convenient place and marked with the same metal labels as used at pump panel.

16.8 All foam controls, gauges and pre-plumbed discharge lines, will be clearly identified on the pump panel with the same metal labels.

16.9 Provide a Foam-Pro power–fill foam tank refill system for both Class “A” Foam and Class “B” Foam. Inlets will be located on the left side pump panel. Cole Hersee waterproof solenoid shall be used with this system.

16.10 Inside the right side pump access panels, provide a circuit breaker with reset for the foam pump.

17 PAINTING

17.1 After fabrication of the independent left and right body compartment assemblies and prior to being mounted to the apparatus, all inaccessible areas of the body compartments shall be properly primed, sealed and finish painted. The body compartments shall have all seams and flanges caulked throughout with a non-silicone automotive type caulk.

17.2 All aluminum diamond plate, stainless steel, brackets, bumpers, fenders, mirrors, lights and any other items attached to the body or cab shall be removed to prevent corrosion in preparation for paint, the body and cab shall have a two step cleaning process.

17.3 First the body and cab shall be chemically cleaned for metal impurities. Second, the body and cab shall be phosphatically conversion coated to assure proper paint adhesion.

17.4 The body and cab shall be primed with a total of two (2) coats of epoxy primer. The first coat of primer shall be "primer surfacer" to provide maximum adhesion of the finish coats of paint.

17.5 The entire apparatus shall be painted with three (3) coats of finish paint. The finish coat of paint shall be Dupont Imron 5000 (or equal). The cab top shall be painted Snow White, N1191 (or equal). The apparatus cab and body shall be painted Blaze Red N0918 (or equal).

17.6 The interior of all compartments and rear hose beds shall be painted with “Rhino Lining” type material, color gray.

17.7 The entire apparatus shall be rust proofed. Rust preventive compounds shall be applied to the underside and internal panels of the apparatus body. Rust preventive compounds shall be highly resistant to moisture, shall not wash off with water, and shall remain pliable.

17.8 Located on the front cab doors shall be "SAN JOSE FIRE DEPT" in "GOLD LEAF" lettering with black outline shadow (letters shall be bookman style 3.5 inches). Located just above the front radiator grill shall be "SAN JOSE" in "GOLD LEAF" (letters shall be bookman style 3.5 inches). The break line around the cab between the white top and red bottom shall be "GOLD LEAF" with black pin stripe using “Scotchlite” brand material, no exceptions. The word “Paramedic” (3 inch lettering) and the San Jose Fire Department Web site address (1.5 inch lettering) shall be in “Gold Leaf” black outline with shadow effect. Exact design, size and layout will be determined at the pre-construction conference.

17.9 The letters “SJS” shall be provided on the roof, the front of the cab, the left and right side of cab and the rear of the body. The letter size on front back and sides shall be 6 inch. The roof shall be 15 inch lettering. Exact Size, color and location of letters will be determined at pre-construction conference.

17.10 The apparatus shall be provided with a 4" and 1" high white Scotchlite reflective stripe around the entire vehicle including all compartment doors. The stripes shall have ¼” black pin stripe. The stripe design and location shall be determined at the preconstruction conference.

17.11 Provide and mount four (4) SJFD stainless steel slide trays used for engine designator. All trays shall be 12” wide x 10” high.

17.12 Provide and install two (2) American Flag/Eagle decals, one (1) each side of the cab. Decals will be located to the rear of the cab in the raised roof area. Exact location, design and type of flag will be determined at pre-construction.

17.13 Provide and mount one (1) aluminum overhead identification tray on top of cab. Tray shall be approximately 40.5 inches in length X 18 inches wide. San Jose Fire Department will determine exact design and mounting location at pre-construction conference.

17.14 Provide and install NFPA Chevron striping at the rear of the apparatus. This striping shall cover 50% of the rear surface. This striping shall slope downward and away from the centerline of the vehicle at an angle of 45 degrees. The striping shall be pin striped in black outline. Exact layout, color and design shall be determined at pre-construction conference.

18 COMMUNICATION EQUIPMENT

SEE ATTACHED CHARTS.

19 MANUALS/ SOFTWATE/ DIAGNOSTIC EQUIPMENT

The successful bidder shall furnish the following:

19.1 One (1) Complete set of diagnostic equipment (including computer) and software for the transmission, engine, electrical, multiplex, anti-lock systems, anti-roll systems shall be provided with truck order. There shall be only one (1) complete set with each apparatus order regardless of quantity of apparatus.

19.2 One (1) new and current Panasonic Laptop Toughbook computer with high speed processing and large storage capacity with ruggedized carrying case and all necessary data-links shall be supplied and loaded on computer. The laptop will be provided with all current software installed for each system on the truck. Proper connection and use of computer shall be incorporated in to technician training described above. A one year subscription shall be supplied for any application requiring annual fees.

19.3 Diagnostic software transmission. The cab and chassis shall include the latest version of Allison's DOC diagnostic software for the transmission, which shall interface with the MagiKey. The software shall be compatible with both the 3000 and 4000 gen IV transmissions. Allison DOC for PC-Service Tool shall be backward compatible with older electronically controlled transmissions. The feature matrix for Allison Transmission Diagnostic Tools shall offer a user friendly table which shall guide you through all available and unavailable functions of the Allison Transmission diagnostic tools. The software shall be supported by Microsoft Windows, XP, Professional and window 2000 (SP4 or later).

19.4 Diagnostic Software Engine. The cab and chassis shall include a Cummins Quick Check QC5100 kit. The system shall be shipped loose with the chassis and shall include the following: A QC5100 handheld computer, cables, AC power supply, and the QC5100 software application suite.

19.5 Diagnostic Software ABS. The cab and chassis shall include diagnostic software for the Wabco ABS system shipped loose with the vehicle. The software shall interface with the MagiKey parallel port interface module. The Wabco software version E software is a comprehensive PC-based diagnostic program. The system requirements recommended by Meritor Wabco are:

19.5.1 32/64 Bit CPU-Based PC

19.5.2 Microsoft windows XP, Vista or Windows 7 operating system

19.5.3 512 MB RAM

19.5.4 60 MB HD space for full installation

19.5.5 RP1210A compliant communications adapter for SAE J1708/j1587 or PLC

19.5.6 Serial Port, Parallel Port or USB Port for RP1210A adapter

19.6 Diagnostic Software ROLLTEK and APS system. The cab and chassis shall include diagnostic software for the RollTek system shipped loose with the vehicle. The software kit number F101560 shall include an interface module with connectors to link a laptop computer to the vehicle for diagnostic purposes.

19.7 Diagnostic Interface Module. The shipped cab and chassis shall include a MagiKey parallel port universal interface module equipment kit which, shall communicate between the vehicle and the computer. The PDM is compatible with RP1210A OEM diagnostic software including: Caterpillar, Cummins, Detroit Diesel, Allison Transmission and Meritor Wabco. The kit shall include the Magikey parallel port data module, a standard IEEE-1284 interface cable which shall be 10.00 feet in length, the installation guide and driver, the NEXIQ RP-1210A API single use license and a 6 and 9 pin “Y” Deutsch adapter. The software shall be supported by Windows 95, 98, 2000, NT, XP and ME.

19.8 Diagnostic Software Weldon V-Mux. The cab and chassis shall include diagnostic software for the Weldon VMUX system shipped loose with the vehicle. The software kit shall include the following:

19.8.1 One (1) carrying case

19.8.2 One (1) USB Transceiver

19.8.3 One (1) on one (1) cable for mini node

19.8.4 One (1) on one (1) cable for Hercules node

19.8.5 One (1) Deutsch wire removal tool, 14.00 to 16.00 gauge wire (blue)

19.8.6 One (1) Deutsch wire removal tool, 18.00 to 20.00 gauge wire (red)

19.8.7 One (1) cable, RS232 9 pin serial PC to transceiver

19.8.8 One (1) cable, RS485 transceiver to VMUX

19.8.9 One (1) cable which shall troubleshoot Hercules outputs

19.8.10 One (1) cable which shall troubleshoot mini nodes outputs

19.8.11 One (1) downloader manual

19.8.12 One (1) diagnostic manual

The system shall support PDF and USB diagnostic kits for Windows 2000, Vista and XP.

NOTE: All required software shall include licensing and subscription fees from the bidder.

19.9 Provide Two (2) copies of the following manuals:

19.9.1 Complete chassis parts manual.

19.9.2 Complete chassis and body electrical as built.

19.9.3 Complete engine and transmission.

19.9.4 Complete Hale pump.

FROM ATTACHMENT 1A
SECTION 18- COMMUNICATION EQUIPMENT

18.1 Intercom System

ITEM	NOTES
David Clark 3800 series Intercom System: 1 U3800 MASTER 2 U3815 INTERFACE 2 C3821 INTERFACE CABLE 2 C3812 JUMPER CABLE 1 C3820 POWER CABLE 1 40107G-01 ADAPTER 2 09227P-01 CONNECTOR 2 18352G-07 CONNECTOR 2 26553P-01 GUARD 2 26619P-01 SWITCH 6 David Clark Headsets #H3342 1 DC-H9940 Wireless Headset, behind the head 1 DC-U9910 BSW Wireless Belt Station, VOX 1 DC-U9922-G38 Wireless Gateway, 3800 1 DC-A99-04CRG1 Wireless Charging Unit-4 Bay (12VDC) 1 DC-40688G-97 Wireless Battery Tie Down Strap (2 ea) 1 DC-40688G-08 Headset Carry Bag 1 DC-40688G-96 Wireless Antenna, Remote Kit (permanent mount) 1 DC-40688G-90 Wireless Battery Pack, Belt Station 1 DC-C3821 Interface cord 1 DC-18352G-17 MS Connector 6-pinsccket All necessary David Clark Cables and connectors	**INTERCOM** (916) 812-2271
Motorola Motor Vehicle Adapter: N1671 H24 Q757 Q147	**MOTOR VEHICLE ADAPTER FOR UHF HAND-HELD RADIO**

18.2 Computer Hardware and Accessories

ITEM	NOTES
1 ASC103SG Cira C103SG-Cellular internet routing appliance with GPS, RP SMA Female external WIFI antenna connector and external Ethernet port. 09815P-20 CABLE	Feeney Wireless 1 800 683-4818 Contact: James Means
1 Gamber Johnson Latest Getac B300 Docking Station with built-in power supply Speaker 6 Watt Audio	Feeney Wireless 1 800 683-4818 Contact: James Means
1 Screen Support: Gamber Johnson Screen support part number 7160-0060	
1 Cable Serial Cable, 9 Pin connectors, 25ft	
1 SMW-303-3J3C2C Mobile Mark communications Black Radome antenna	
1 CB185-100Circuit Breaker Bussmann Cooper	
2 Battery Cables:4 gauge power and ground cables from chassis batteries to central communications area. Cables to be in protective fabric loom	

18.3 Communication Radio

City provided Radio shall be installed by vendor. Vendor shall supply and install 1 MAXRAD MWB1320 with a MB8 (Antennex) NMO cable kit terminated with a mini UHF connector.

ATTACHMENT 1B
SPECIFICATIONS RESPONSE FORM (from Attachment 1A)

1) SPECIAL PUMP RATIO OF 2.28 TO 1 SHALL BE PROVIDED TO ASSURE THAT THE LOWEST DISCHARGE PRESSURE AT IDLE IS ATTAINED WITH THE ENGINE SPECIFIED. SPECIFY PUMP RATIO: _____ (ATTACHMENT 1 A, SECTION 12.14)

ATTACHMENT 2 – BID PRICING FORM
1500 GPM Fire Engines (Design/Build)

This is a worksheet only. Bidder must enter prices on BidSync.

Base bid

Bidder agrees to provide new 1500 GPM Fire Engines in accordance with the terms of this bid and related documents at the following prices:

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT COST	EXTENDED COST TOTAL
1	1,500 GPM Fire Engine	2 ea	$	$
2	Factory Inspection Trips for City Staff (Attachment 1, Section 1.39)	3 ea	$	$
3	Training Services (Operation and maintenance, per Attachment 1, section 1.43)	48 hrs	$	$
4	Training Service (Technician training, per Attachment 1, section 1.44)	16 hrs	$	$
5	Laptop & Software Subscription (Attachment 1, section 19)	2 ea	$	$
6	Shipping (if applicable)	2 ea	$	$
7	TOTAL BASE BID			$

The Base Bid TOTAL (line item 7) indicated in words:
_____Dollars, and _____ cents.

Option Bid

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT COST	EXTENDED COST TOTAL
1	**Option 1:** Provide air operated fold down steps at each cab entry door. (Attachment 1, section 2.1.49)	2 ea	$	$

2	**Option 2**: Provide exterior access compartments directly behind driver and caption position seats. (Attachment 1, section 2.1.50)	2 ea	$	$
3	**Option 3:** Provide Quantum cab or equal. (Attachment 1, section 2.1.51)	2 ea	$	$
4	TOTAL OPTION BID			$

The Option Bid TOTAL (line item 4) indicated in words:
_____Dollars, and _____ cents.

NOTES:

1. The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from to these estimated quantities shall not entitle the Bidder to an adjustment in the unit price or to any additional compensation.

2. Do not include sales tax in your bid. Prior to award of contract, the City will confer with the successful Bidder to review applicable sales and use taxes and make required adjustments.

3. The low price determination shall be the base bid (Total) amount.

4. Consideration for local and small business preference will be applied to the base bid by the City as applicable. Bidders must complete Attachment 6 to be eligible for this preference.

5. Only prices that appear on City Contract Bid sheets will be considered. No other pages with prices, no attached price lists (except those requested) and no catalogue prices will be considered.

6. Per Section 8.2, Shipping and delivery shall be FOB Destination, prepaid unless specified as a separate line item on Bid Pricing Form.

ATTACHMENT 3
Bid Certification

*****IMPORTANT*****
A SCANNED COPY OF SIGNED BID CERTIFICATION FORM MUST BE ATTACHED TO ELECTRONIC PRICING BID.

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Bidding Firm Name:	
Address:	
Telephone:	
Facsimile:	
E-Mail:	
Contact Person Name and Title:	

BIDDER REPRESENTATIONS

1. Bidder did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms, or conditions of this proposal.
2. Bidder additionally certifies that neither bidder nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Bidder acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFB document or permitted by formal addenda are accepted by the City.
4. Bidder did not receive unauthorized information from any City staff member or City Consultant during the Bidding period except as provided for in the Request for Bid package, formal addenda issued by the City, or the pre-bid conference.
5. Bidder hereby certifies that they will meet the equipment delivery and installation services dates included in the RFB and/or its attachments.
6. Bidder hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
7. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses

of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the RFB, that they are aware of the applicable facts pertaining to the RFB process, its procedures and requirements, and that they have read and understand the RFB.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Complete Additional Signatures Below As Required Per # 7 Above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE

ATTACHMENT 4

REQUEST FOR APPROVED EQUALS FORM

Bidder:	
Bid Number and Title:	
Bid Item Identification Information	
Specified Item #:	
Description:	
Specification Section #:	
Proposed Alternate Information	
Manufacturer:	
Make/Model:	
Description:	
Additional Information:	
Signature:	
Title:	
Name:	
Date:	
Telephone:	
E-Mail:	

REQUIRED ATTACHMENTS:

1. Attach manufacturers data sheets, catalogues, product literature, etc. in sufficient detail to allow verification that requested product meets or exceeds all specifications as listed in this bid document. List each product specification (Part II, Section ____) and provide a cross-reference showing where each specification can be verified with the information provided.

2. Provided three references, Attachment ___.

ATTACHMENT 5

PREVIOUS CUSTOMER REFERENCE WORKSHEET

At the time of bid submission, three references are required from bidders that can substantiate large customer accounts where the bidder has provided sales, service and support similar to the requirements of this bid. Please submit these references using Attachment 5, Previous Customer Reference Sheet. Only one copy of the form is provided in the RFB package. Bidders are required to copy the form as required to meet the reference submission requirements.

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
Your Company Name:	What was the period of performance? From: To: $ value of Contract:	
Brief Description of Service Provided:		

ATTACHMENT 6
City of San Jose
Request for Contracting Preference for Local and Small Businesses

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the bid or quote. For example, a non-local vendor submits a quote of $200 per item and a LBE submits a quote of $204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately $5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as $199.

In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an **additional** 5% to 10% **points** in the **scoring** of their proposal.

The following determinations have been made with respect to this procurement: (for official use only)

Type of Procurement	☒ Bid	☐ Request for Quote	☐ Request for Proposal
Type of Preference	☒ Price is Determinative		☐ Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of **Cost** SBE preference = 2.5% of **Cost**		LBE preference = 5% of **Points** SBE preference = 5% of **Points**

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

Business Name			
Business Address			
Telephone No.			
Type of Business	☐ Corporation	☐ LLC	☐ LLP
	☐ General Partnership	☐ Sole Proprietorship	☐ Other (explain)

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**
In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number:

Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:

****SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**
In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business -- NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*): ☐ Local Business Enterprise ☐ Small Business Enterprise
I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____ , California
Date: _____
Signature _____
Print name

Attachment 7 – Service Center Information

DESCRIPTION	INSERT INFORMATION BELOW
Service Facility Location	
Service Facility Manager	
Service Facility Phone Number	
24 / 7 / 365 Service Phone Number	
Service Facility Website	
# of Service Bays	
# of Mobile Service Vehicles	
# of Factory Trained Service Technicians	
Service Facility Hours of Operation	
Service Facility Parts Inventory (in Dollars)	

Please complete this form and submit with your bid. Complete form for each vehicle you are bidding on.

ATTACHMENT 8
INSURANCE REQUIREMENTS

CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors or suppliers. The cost of such insurance shall be included in the CONTRACTOR'S bid.

I. Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City's Risk Manager.

Type of Insurance	Minimum Limit
1. Commercial General Liability The coverage provided by Insurance Services Office "occurrence" form CG 0001, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations.	$1,000,000 per occurrence for bodily injury, personal injury and property damage or $2,000,000 annual aggregate.
2. Automobile Liability The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.	$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employer Liability As required by the Labor Code of the State of California.	$1,000,000 combined single limit per accident for bodily injury and property damage.

II. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

INSURANCE REQUIREMENTS

III. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   a. The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

   b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of the contractor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.

   d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.

2. Workers' Compensation and Employers Liability

   Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.

3. All coverages

   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

IV. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

INSURANCE REQUIREMENTS

V. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San Jose, CA 95113-1905

VI. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT 9
CITY OF SAN JOSE, PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS**: "City" shall mean the City of San José. "Vendor" shall mean the provider of goods and/or services which are the subject of this purchase order. "Director" shall mean the Director of Finance or Director's authorized designee.

2. **CONTRACT**: This purchase order, which consists of these standard terms and conditions, and any attachments hereto, evidences City's acceptance of Vendor's offer to provide to City the goods and/or services which are the subject of this purchase order and constitutes a binding contract therefore upon the terms and conditions set forth herein without further action or agreement of Vendor. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto, the provisions of the attachment shall control.

3. **SCHEDULE OF GOODS AND/OR SERVICES; TIME OF PERFORMANCE**: Vendor shall supply those goods and/or services which are specified herein, in accordance with the schedule and during the term which are specified herein. Time is of the essence in this purchase order.

4. **COMPENSATION; SCHEDULE OF PAYMENT**: The compensation to be paid and the method of payment to Vendor for goods and services shall be as set forth herein. Unless otherwise provided herein, payment shall not be due until thirty (30) calendar days after the later to occur of the date performance under this purchase order is completed to the satisfaction of City and the date City receives an acceptable invoice. No payment shall represent a waiver of City's right to inspect for defects. Unless otherwise provided herein, Vendor shall be responsible for all costs and expenses incident to the performance of this purchase order, including without limitation all costs of equipment provided by Vendor, all fees, fines, licenses, bonds or taxes required of or imposed against Vendor, and all other of Vendor's costs of doing business.

5. **CURRENT PRICES OF GOODS**: Vendor represents that prices to be paid by City for goods shall not exceed current prices charged to any other customer of Vendor for items which are the same or substantially similar to the goods, taking into account the quality of the goods, and Vendor will forthwith refund any amounts paid by City in excess of such prices.

6. **DISCOUNT PERIODS**: Payment discount periods shall be calculated from the later of the date this purchase order is completed or the date City receives an acceptable invoice, to the date City's payment is sent.

7. **SALES TAXES**: Vendor shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods and/or services; provided, however where a tax exemption is available, such tax shall be subtracted from the total compensation and identified. Municipalities are exempt from federal excise and transportation taxes, except for the excise tax on gasoline. Exemption certificates will be furnished upon request.

8. **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS**: All goods shall be delivered "free on board destination" to the location specified herein, full freight prepaid except for special or expedited orders. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. City's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City shall be shipped in separate boxes or containers for each destination at no extra charge.

   Title to and risk of loss on all goods shall pass to City only upon delivery by Vendor in the manner specified herein and City's acceptance of such goods.

9. **WARRANTIES**: Vendor warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured or performed pursuant to detailed design furnished by City, Vendor assumes design responsibility, and warrants that all goods and services shall be delivered or performed free of design defect and suitable for the purposes intended by City, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Vendor's warranties shall run to City and shall not be deemed to be exclusive. City's inspections, approval, acceptance, use of or payment for all or any part of the goods or services shall in no way affect its warranty rights whether or not a breach of warranty had become or should have become evident at the time.

10. **CHANGES**: City shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director. Upon receipt of any such notice, Vendor shall promptly make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost of or time for performance, an equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Vendor shall promptly deliver to City, and in any event within ten (10) calendar days after receipt of such notice, a statement showing the effect of any such changes in the cost of or time for performance. Failure of Vendor to submit the statement within the above time limit shall constitute its consent to perform the change without increase in compensation or time for performance.

11. **TERMINATION FOR DEFAULT OR CONVENIENCE**: City may, by written notice to Vendor, terminate this purchase order in whole or from time to time in part for default: (i) if Vendor fails to deliver the goods or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed do not conform to the requirements of this purchase order or if Vendor fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order in accordance with its terms; or (iii) if the Vendor becomes insolvent. If this purchase order is terminated for default, City, in addition to all other rights afforded by law for Vendor's default, shall have the right to charge Vendor the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and City may set off any such charge against any amounts which may become payable to Vendor under this purchase order or otherwise. City may, by not less than thirty (30) days written notice to Vendor, terminate this purchase order for convenience and without cause. In the event of such termination for convenience, Vendor will be paid for those goods delivered and services performed pursuant to this purchase order to the satisfaction of City up to the date of termination. The Director is empowered to terminate this purchase order on behalf of City.

12. **INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIM, LOSS OR LIABILITY (COLLECTIVELY, "CLAIMS"), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY, CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS PURCHASE ORDER, OR THE BREACH BY VENDOR OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER.**

13. **INSURANCE REQUIREMENTS:** If applicable, Vendor agrees to have and maintain the insurance policies specified herein. All policies, endorsements, certificates and/or binders shall be subject to review and approval by the Risk Manager of the City of San Jose as to form and content. These insurance requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Vendor agrees to provide City with a copy of applicable certificates and/or endorsements before work commences under this purchase order.

14. **COMPLIANCE WITH THE LAW**: Vendor shall in the performance of this purchase order comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

15. **GOVERNING LAW**: City and Vendor agree that the law governing this purchase order shall be that of the State of California.

16. **VENUE**: In the event that suit shall be brought by either party to this purchase order, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

17. **ASSIGNMENT OF CONTRACT**: Vendor shall not assign any of the work to be performed under this purchase order nor shall Vendor subcontract for complete or substantially completed goods or major components thereof without the Director's prior written consent. Vendor may assign monies due under this purchase order. City will recognize such assignment, to the extent permitted by law, if City is given proper notice thereof. Any assignment shall be subject to set-off or recoupment for any present or future claim which City may have against Vendor.

18. **WAIVER**: Vendor agrees that City's waiver of any breach or violation of any provision of this purchase order shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Vendor's performance will not be a waiver of any provision of this purchase order.

19. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Vendor shall act as and be an independent contractor and not an employee, agent, joint venturer, or partner of City. As an independent contractor, Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. Both parties acknowledge that Vendor is not an employee for state or federal tax purposes. Vendor shall retain the right to perform services for others during the term of this purchase order.

20. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Vendor in performance of this purchase order are confidential and not to be disclosed to any person except as authorized by City, or as required by law.

21. **OWNERSHIP OF MATERIALS:** All reports, documents or other materials developed or discovered by Vendor or any other person engaged directly or indirectly by Vendor in performance of this purchase order shall be and remain the property of City without restriction or limitation upon their use.

22. **VENDOR'S BOOKS AND RECORDS:** Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, for the date of final payment to Vendor pursuant to this purchase order. Vendor shall maintain all documents and records which demonstrate performance under this purchase order for a minimum of three (3) years, or for any period longer required by law, from the date of termination or completion of this purchase order. Any records or documents required to be maintained pursuant to this purchase order shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Vendor's business City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any part authorized by Vendor, Vendor's representatives, or Vendor's successor-in-interest.

23. **NON-DISCRIMINATION:**

a. Prohibition on Discrimination and Preferential Treatment.
CONTRACTOR shall fully comply with Chapter 4.08 of the San Jose Municipal Code and agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of CITY contracts.

b. Compliance Reports.
If directed by the Director of Office of Equality Assurance of the CITY, CONTRACTOR shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the form and field at such times as may be designated by the Director of Office Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office of Equality Assurance to determine whether CONTRACTOR or its subcontractor is complying with the nondiscrimination and non-preference provisions of this Agreement and Chapter 4.08 of the Municipal Code.

c. Failure to Comply with Nondiscrimination Provisions.
If the Director of Office of Equality Assurance determines that the CONTRACTOR has not complied with the nondiscrimination or non-preference provisions of this Agreement, the CITY may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject CONTRACTOR and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

d. Subcontracts.
CONTRACTOR shall include provisions a through c above, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.

e. Waiver of Nondiscrimination Provisions.
The nondiscrimination provisions of this Agreement may be waived by the Director of Office of Equality Assurance, if the Director of Office of Equality Assurance determines that the CONTRACTOR has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONTRACTOR or other governmental agency are substantially the same as those imposed by the CITY.

24. **GIFTS:** CONTRACTOR represents that it is familiar with the City's prohibition against the acceptance for any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code. CONTRACTOR agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this SERVICE ORDER by CONTRACTOR. In addition to any other remedies CITY may have in law or equity, CITY may terminate this SERVICE ORDER for such breach.

25. **CONFLICT OF INTEREST:** CONTRACTOR shall avoid all conflict of interest or appearance of conflict of interest in performance of this SERVICE ORDER. DISQUALIFICATION OF FORMER EMPLOYEES: CONTRACTOR is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance"). CONTRACTOR shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door Ordinance.

ATTACHMENT 10
Liquidated Damages

LIQUIDATED DAMAGES FOR FAILURE TO ATTAIN PERFORMANCE STANDARDS

Contractor understands and agrees that one of the City of San Jose's (City) primary goals in granting this Purchase Order is to ensure that the delivery and acceptance schedule agreed to as a part of the bid submission is met without condition or qualification, to deliver 2 1500 GPM Fire Engines to the San Jose Fire Department. Contractor further agrees that City will suffer damage if Contractor fails to meet these delivery requirements and that, due to the nature of these breaches, the actual damage to the City would be impractical or very difficult to fix.

CONTRACTOR AND CITY AGREE THAT THE AMOUNTS SET FORTH BELOW, SHALL BE PAID TO CITY AS LIQUIDATED DAMAGES IF CONTRACTOR BREACHES THAT PERFORMANCE STANDARD SPECIFIED. CONTRACTOR AND CITY ACKNOWLEDGE THAT CITY'S ACTUAL DAMAGES IN THE EVENT OF A BREACH OF SUCH PERFORMANCE STANDARDS WOULD BE IMPRACTICAL TO DETERMINE. THEREFORE, BY PLACING THEIR SIGNATURES BELOW, CITY AND CONTRACTOR ACKNOWLEDGE THAT THE AMOUNTS SET FORTH HAVE BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF CITY'S DAMAGES IN THE EVENT OF SUCH BREACH.

The following specified items shall be referred to as "Liquidated Damages Breaches". Contractor agrees to pay to the City the amount specified below as liquidated damages for the applicable breach.

> Fire Engines shall be completed, delivered and accepted within a maximum of 365 calendar days or an agreed upon term between the Contractor and the City. Should contractor deviate from any part of the schedule allotted for this project, the City of San Jose may recover $500.00 per day, per truck in excess.

Procedure for Declaring Service Schedule Breach:

Upon notification that delivery and acceptance requirements have not been met, the Director will issue a written notice to the Contractor and the City's claim for Liquidated Damages.

Contractor:	City of San Jose:
Signature: _____	Signature: _____
Name: _____	Name: Mark Giovannetti
Title: _____	Title: Purchasing Officer
Date: _____	Date: _____

HI-TECH EMERGENCY VEHICLE SERVICE, INC.

444 W. GREGER ST. • OAKDALE, CA 95361 • (209) 847-3042 • FAX (209) 847-2110
www.hitechevs.com www.spartanerv.com www.evi-fl.com

San Jose F.D. Type-1 Tag-On Proposal

San Jose RFB 12-13-44

For

Lodi Fire Department

Lodi, California

July15, 2015

TWO HI-TECH/SPARTAN GLADIATOR LFD, 10" RAISED ROOF, 450HP, 1500 GPM TYPE I PUMPER

1.	**Apparatus Cost, Per Lodi Fire Department Specifications**	**$862,342.00**
2.	**Sales Tax @ 8.0%**	**$ +68,987.36**
3.	**Grand Total**	**$ 931,329.36**

* Plus any additional Federal, State, or Local fee, tax, or mandated safety and emission equipment applicable at time of delivery.

Delivery = Approximately 365 Days After Receipt Of Order Documentation

Brian Ruthman 7-15-15

Brian Ruthman **Date**

Fire Chief 7/16/15

Accepted By – Title **Date**

Subject to Council Approval

GOVERNMENTAL CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$468,000.00	09-02-2015	12-01-2020	10-000013-32	4		968	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Entity: **CITY OF LODI**
221 W. PINE STREET
LODI, CA 95240

Lender: **Farmers & Merchants Bank of Central California**
LOAN CENTER
116 WEST PINE STREET
P. O. BOX 3000
LODI, CA 95241-1902
(800) 888-1498

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is CITY OF LODI ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of California. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 221 W. PINE STREET, LODI, CA 95240. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on **September 2, 2015**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIALS. The following named persons is an Officials of CITY OF LODI:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
STEPHEN SCHWABAUER	**City Manager**	**Y**	**X** _____
JORDAN AYERS	**Deputy City Manager**	**Y**	**X** _____

ACTIONS AUTHORIZED. Any one (1) of the authorized persons listed above may enter into any agreements with Lender related to Loan No 10-000013-32 for acquisition of Fire Engine ("Fire Engine Loan"), and those agreements will bind the Entity. With regard to the Fire Engine Loan, specifically, but without limitation except that it relates to the Fire Engine Loan, any one (1) of such authorized persons is authorized, empowered, and directed to do the following on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business:

Assumed Business Name	Filing Location	Date
LODI PUBLIC FINANCING AUTHORITY		
LODI PUBLIC IMPROVEMENT CORPORATION		

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated September 2, 2015.

CERTIFIED TO AND ATTESTED BY:

X _____
STEPHEN SCHWABAUER, City Manager of CITY OF LODI

X _____
JORDAN AYERS, Deputy City Manager of CITY OF LODI

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

LaserPro, Ver. 15.3.0.044 Copr. D+H USA Corporation 1997, 2015. All Rights Reserved. - CA P:\WINCFI\CFI\LPL\C22.FC TR-25618 PR-38

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$468,000.00	09-02-2015	12-01-2020	10-000013-32	4		968	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Entity: CITY OF LODI
221 W. PINE STREET
LODI, CA 95240

Lender: Farmers & Merchants Bank of Central California
LOAN CENTER
116 WEST PINE STREET
P. O. BOX 3000
LODI, CA 95241-1902
(800) 888-1498

THIS COMMERCIAL SECURITY AGREEMENT dated September 2, 2015, is made and executed between CITY OF LODI ("Grantor") and Farmers & Merchants Bank of Central California ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

Purchase Money Security Interest In one Hi-Tech/Spartan Gladiator LFD, 10" Raised Roof, 450HP, 1500 GPM Type I Pumper Fire Engine

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the structure of the entity Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's principal residence; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Up to a maximum amount of $1,500.00, Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the California Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be

designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

PARTNERSHIP GRANTOR. If Grantor is a partnership, each of the general partners of Grantor will be jointly and severally liable with Grantor for Grantor's obligations under this Agreement, and Lender may enforce any monetary judgment obtained in an action related to this Agreement directly against the assets of any one or more of Grantor's general partners without proceeding against the assets of Grantor or of any of Grantor's other general partners.

ARBITRATION. Each party to this agreement, on behalf of themselves and each of their respective subsidiaries, affiliates, and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns, agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes against any party or any such party's shareholders, directors, officers, employees, agents, representatives, successors and assigns, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. All parties agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. Any such arbitration shall be conducted at a location determined by the arbitrator in San Joaquin County, California, and administered by the American Arbitration Association ("AAA") in accordance with the California Arbitration Act (Title 9, California Code of Civil Procedure Section 1280 et. seq.) and the then existing Commercial Rules of the AAA.

WAIVER OF JURY TRIAL. To the extent permitted by applicable law, each party to this agreement, on behalf of themselves and each of their respective subsidiaries, affiliates, and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns, hereby irrevocably waives, to the fullest extent permitted by applicable law, any right such party may have to a trial by jury in any legal proceeding directly or

indirectly arising out of or relating to this agreement or any other loan document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory), whether by claim or counterclaim, and whether against any party or any such party's shareholders, directors, officers, employees, agents, representatives, successors and assigns. Each party hereto acknowledges that it and the other parties hereto have been induced to enter into this agreement and the other loan documents by, among other things, the mutual waivers and certifications in this section.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SAN JOAQUIN County, State of California.

Preference Payments. Any monies Lender pays because of an asserted preference claim in Grantor's bankruptcy will become a part of the Indebtedness and, at Lender's option, shall be payable by Grantor as provided in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Waiver of Co-Obligor's Rights. If more than one person is obligated for the Indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against such other person which Grantor has or would otherwise have by virtue of payment of the Indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means CITY OF LODI and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means CITY OF LODI.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Farmers & Merchants Bank of Central California, its successors and assigns.

Note. The word "Note" means all of the obligations of Borrower in favor of Lender or to its order under all existing promissory notes and that certain promissory note dated SEPTEMBER 2, 2015 for the original or maximum principal amount of FOUR HUNDRED SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS ($468,000.00) executed by Borrower and payable to Lender; and any renewals, extensions, modifications, amendments, or supplements thereto, together with further sums as Borrower or any successor in ownership hereafter may borrow from Lender when evidenced by another note or other instruments, reciting it is so secured, payable to Lender or to its order and made by Borrower or any successor-in-ownership, and all renewals, extensions, modifications, amendments, or supplements thereof.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 2, 2015.

GRANTOR:

CITY OF LODI

By: _____
STEPHEN SCHWABAUER, City Manager of CITY OF LODI

By: _____
JORDAN AYERS, Deputy City Manager of CITY OF LODI

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PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$468,000.00	09-02-2015	12-01-2020	10-000013-32	4		968	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: CITY OF LODI
221 W. PINE STREET
LODI, CA 95240

Lender: Farmers & Merchants Bank of Central California
LOAN CENTER
116 WEST PINE STREET
P. O. BOX 3000
LODI, CA 95241-1902
(800) 888-1498

Principal Amount: $468,000.00 **Date of Note: September 2, 2015**

PROMISE TO PAY. CITY OF LODI ("Borrower") promises to pay to Farmers & Merchants Bank of Central California ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Sixty-eight Thousand & 00/100 Dollars ($468,000.00), together with interest on the unpaid principal balance from September 2, 2015, until paid in full.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: one interest payment on December 1, 2015, with interest calculated on the unpaid principal balances using an interest rate of 1.930%; 4 annual consecutive principal and interest payments of $99,171.90 each, beginning December 1, 2016, with interest calculated on the unpaid principal balances using an interest rate of 1.930%; and one principal and interest payment of $99,171.91 on December 1, 2020, with interest calculated on the unpaid principal balances using an interest rate of 1.930%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied to the loan as described in the "HOW YOUR PAYMENTS ARE APPLIED" section. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST RATE INCREASE PROVISION. If borrower fails to maintain a tax-exempt status during the loan term, the interest rate will increase to 1.50 times the pre-tax interest rate, resulting in a rate of 2.900%. The amount of any installment payment will then be calculated by Lender based on (i) the increased interest rate of 2.900%; (ii) the amount of the unpaid principal balance as of the date the payment is recalculated; and (iii) the assumption that the total amortization period for this note is five (5) years.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rates stated in this Note.

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a **minimum interest charge of $100.00**. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Farmers & Merchants Bank of Central California, LOAN CENTER, 116 WEST PINE STREET, P. O. BOX 3000, LODI, CA 95241-1902.**

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged **5.000% of the regularly scheduled payment or $100.00, whichever is less.**

INTEREST AFTER DEFAULT. Upon default, the interest rate on this Note shall, if permitted under applicable law, immediately increase by adding an additional 4.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or

a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of California.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of SAN JOAQUIN County, State of California.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: collateral described in a Commercial Security Agreement dated September 2, 2015.

LOAN AGREEMENT. This Note is subject to a Business Loan Agreement dated August 5, 2015.

LEAP YEAR. In the event of a leap year, the annual interest rate for this Note will be computed on a 366/360 day basis.

PARTNERSHIP BORROWER. If Borrower is a partnership, each of the general partners of Borrower will be jointly and severally liable with Borrower for Borrower's obligations under this Agreement and the Related documents, and Lender may enforce any monetary judgment obtained in an action related to any thereof directly against the assets of any one or more of Borrower's general partners without proceeding against the assets of Borrower or any of Borrower's other general partners.

PREFERRED RATE REDUCTION. The interest rate on this Note includes a preferred rate reduction. The interest rate is based on all loan payments being automatically debited from a checking account you have with Lender as those payments are due. If (1) your checking account is closed before the loan is paid in full, or (2) there is an insufficient balance in the checking account to cover the automatic debit on the due date of any payment, or (3) you revoke Lender's authority to debit the checking account, the interest rate will be subject to a one time increase of an additional one quarter of one percent (0.25%) for the remainder of the loan. On variable interest rate loans, the increase will be applied to the spread used in calculating the interest rate. Any minimum interest rate on your loan will also increase by this percentage. Lender, at its option, immediately or subsequently may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will payoff by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

ADDITIONAL DEFAULT. The following shall constitute a Default under this Note:

Should Borrower, any guarantor, or any grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of Lender or any other creditor or person that may materially affect any of Borrower's property or Borrower's, any guarantor's, or any grantor's ability to repay the loans or perform their respective obligations under this Note or any of the related documents.

COLLECTION COSTS. Upon default, Lender will have the following rights in addition to any other rights provided in this Note or by law. Lender may require Borrower to pay, on demand, any of its internal costs or the costs of third parties which Lender reasonably determines were incurred because of the default. This includes internal costs such as the allocable cost of in-house counsel, staff appraisers, collection personnel, accounting personnel or other salaried employees, and the overtime or regular-time compensation of Lender's hourly employees, that is reasonably incurred as a result of my default. It further includes any fees or costs paid to third parties as a result of or on account of the default, including fees to appraisers, collection agencies, foreclosure services, title services and other reasonably incurred amounts. Amounts due under this paragraph shall be due on demand, or Lender may, at its option, add them to the balance of the Note, in which case they shall bear interest at the Note rate.

HOW YOUR PAYMENTS ARE APPLIED. Unless otherwise agreed or required by applicable law, payments will be applied first to any interest due; then to principal; then to all other charges (including but not limited to late charges, attorney fees, appraisal fees, collection costs, and any other costs or expenses) associated with enforcing this Note.

PAYMENT UPON DEFAULT. If in default at any time during the loan, the entire balance of the loan, principal and interest, or any portion thereof, may become due and payable upon demand by Lender, including any costs or expenses associated with enforcing this Note. The Lender reserves the right to apply payments in any order to the extent not prohibited by applicable law.

ARBITRATION. Each party to this agreement, on behalf of themselves and each of their respective subsidiaries, affiliates, and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns, agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes against any party or any such party's shareholders, directors, officers, employees, agents, representatives, successors and assigns, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided

however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. All parties agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. Any such arbitration shall be conducted at a location determined by the arbitrator in San Joaquin County, California, and administered by the American Arbitration Association ("AAA") in accordance with the California Arbitration Act (Title 9, California Code of Civil Procedure Section 1280 et. seq.) and the then existing Commercial Rules of the AAA.

WAIVER OF JURY TRIAL. To the extent permitted by applicable law, each party to this agreement, on behalf of themselves and each of their respective subsidiaries, affiliates, and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns, hereby irrevocably waives, to the fullest extent permitted by applicable law, any right such party may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement or any other loan document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory), whether by claim or counterclaim, and whether against any party or any such party's shareholders, directors, officers, employees, agents, representatives, successors and assigns. Each party hereto acknowledges that it and the other parties hereto have been induced to enter into this agreement and the other loan documents by, among other things, the mutual waivers and certifications in this section.

CONDITIONS OF COLLATERAL. Borrower hereby covenants and agrees to provide the following documents, in form and substance acceptable to Lender, within 30 days of Borrower's receipt of the titled collateral, as further described in the Commercial Security Agreement dated of even date herewith:

(a) a copy of the purchase agreement, if purchased from a dealer;
(b) a completed copy of the California Department of Motor Vehicles Vehicle/Vessel Transfer and Reassignment Form;
(c) the Ownership Certificate for the vehicle; and
(d) evidence of insurance for the vehicle purchased listing Lender as Loss Payee.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CITY OF LODI

By:_____
STEPHEN SCHWABAUER, City Manager of CITY OF LODI

By:_____
JORDAN AYERS, Deputy City Manager of CITY OF LODI

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AGREEMENT TO PROVIDE INSURANCE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$468,000.00	09-02-2015	12-01-2020	10-000013-32	4		968	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Entity: **CITY OF LODI**
221 W. PINE STREET
LODI, CA 95240

Lender: **Farmers & Merchants Bank of Central California**
LOAN CENTER
116 WEST PINE STREET
P. O. BOX 3000
LODI, CA 95241-1902
(800) 888-1498

INSURANCE REQUIREMENTS. Grantor, CITY OF LODI ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral: **Purchase Money Security Interest in one Hi-Tech/Spartan Gladiator LFD, 10" Raised Roof, 450HP, 1500 GPM Type I Pumper Fire Engine.**
Type: All risks, including fire, theft and general liability in the amount of $1,000,000.00 each occurrence.
Amount: Full Insurable Value.
Basis: Replacement value.
Endorsements: 49A-LOSS PAYABLE ENDORSEMENT OR ITS EQUIVALENT; and further stipulating that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Comments: All insurance policies shall be issued by an insurance company with an AM Best's Insurance Guide rating of at least B+ (or equivalent using one of the major companies that provide an independent opinion of an insurer's financial strength), and duly qualified and authorized to do such business in the State of California and approved by Lender.
Deductibles: 10% of vehicle value not to exceed $50,000.00 maximum deductible.
Latest Delivery Date: Within 15 days of receipt of vehicle.

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

FARMERS & MERCHANTS BANK OF CENTRAL CA
116 W. PINE STREET
P.O. BOX 3000
LODI, CA 95241

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of September 2, 2015, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 2, 2015.

GRANTOR:

CITY OF LODI

By: _____
STEPHEN SCHWABAUER, City Manager of CITY OF LODI

By: _____
JORDAN AYERS, Deputy City Manager of CITY OF LODI

FOR LENDER USE ONLY
INSURANCE VERIFICATION

DATE: _____ PHONE _____

AGENT'S NAME: _____
AGENCY: _____
ADDRESS: _____
INSURANCE COMPANY: _____
POLICY NUMBER: _____
EFFECTIVE DATES: _____
COMMENTS: _____

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NOTICE OF INSURANCE REQUIREMENTS

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$468,000.00	09-02-2015	12-01-2020	10-000013-32	4		968	

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Entity: **CITY OF LODI**
221 W. PINE STREET
LODI, CA 95240

Lender: **Farmers & Merchants Bank of Central California**
LOAN CENTER
116 WEST PINE STREET
P. O. BOX 3000
LODI, CA 95241-1902
(800) 888-1498

DATE: September 2, 2015

TO: **ATTN: Insurance Agent**

RE: Policy Number(s):
Insurance Companies/Company:

Dear Insurance Agent:

Grantor, CITY OF LODI ("Grantor") is obtaining a loan from Farmers & Merchants Bank of Central California. Please send appropriate evidence of insurance to Farmers & Merchants Bank of Central California, together with the requested endorsements, on the following property, which Grantor is giving as security for the loan.

Collateral: **Purchase Money Security Interest in one Hi-Tech/Spartan Gladiator LFD, 10" Raised Roof, 450HP, 1500 GPM Type I Pumper Fire Engine.**
Type: All risks, including fire, theft and general liability in the amount of $1,000,000.00 each occurrence.
Amount: Full Insurable Value.
Basis: Replacement value.
Endorsements: 49A-LOSS PAYABLE ENDORSEMENT OR ITS EQUIVALENT; and further stipulating that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Comments: All insurance policies shall be issued by an insurance company with an AM Best's Insurance Guide rating of at least B+ (or equivalent using one of the major companies that provide an independent opinion of an insurer's financial strength), and duly qualified and authorized to do such business in the State of California and approved by Lender.
Deductibles: 10% of vehicle value not to exceed $50,000.00 maximum deductible.
Latest Delivery Date: Within 15 days of receipt of vehicle.

GRANTOR:

CITY OF LODI

By: _____
STEPHEN SCHWABAUER, City Manager of CITY OF LODI

By: _____
JORDAN AYERS, Deputy City Manager of CITY OF LODI

RETURN TO:

FARMERS & MERCHANTS BANK OF CENTRAL CA
116 W. PINE STREET
P.O. BOX 3000
LODI, CA 95241

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LOAN REQUEST SUMMARY

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$468,000.00	09-02-2015	12-01-2020	10-000013-32	4		968	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: CITY OF LODI
221 W. PINE STREET
LODI, CA 95240

Lender: Farmers & Merchants Bank of Central California
LOAN CENTER
116 WEST PINE STREET
P. O. BOX 3000
LODI, CA 95241-1902
(800) 888-1498

IRREGULAR PAY LOAN
(Fixed Rate)

	Financed	In Cash
AMOUNT REQUESTED:	$466,530.00	
PREPAID FINANCE CHARGES:		
Loan Fees	1,170.00	
Loan Processing Fee	300.00	
SECURITY INTEREST CHARGES:	0.00	
NOTE AMOUNT:	$468,000.00	$0.00

PAYMENT CALCULATION:

Interest Method:	365/360
Disbursement Date:	09-02-2015
First Payment Date:	12-01-2015
Due Date:	12-01-2020
Credit Insurance:	None

Payment Schedule. Borrower's payment schedule consists of the following: one payment on December 1, 2015, with interest calculated on the unpaid principal balances at an interest rate of 1.930% based on a year of 360 days; 4 annual consecutive payments of $99,171.90 each, beginning December 1, 2016, with interest calculated on the unpaid principal balances at an interest rate of 1.930% based on a year of 360 days; and one payment of $99,171.91 on December 1, 2020, with interest calculated on the unpaid principal balances at an interest rate of 1.930% based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

APR	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
2.059%	$31,587.61	$466,530.00	$498,117.61

COLLATERAL: UCC - Financing Statement Collateral.

TRANSACTION NUMBER: 25618

NOTICE: This Loan Request Summary is for informational purposes only and does not obligate Lender in any way to make this loan or any other loan to Borrower. The fees and charges listed above are estimates only; and, if a loan is made, different or additional fees and charges may be imposed.

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DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$468,000.00	09-02-2015	12-01-2020	10-000013-32	4		968	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: CITY OF LODI
221 W. PINE STREET
LODI, CA 95240

Lender: Farmers & Merchants Bank of Central California
LOAN CENTER
116 WEST PINE STREET
P. O. BOX 3000
LODI, CA 95241-1902
(800) 888-1498

LOAN TYPE. This is a Fixed Rate (1.930% initial rate) Nondisclosable Loan to a Government Entity for $468,000.00 due on December 1, 2020.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☐ **Personal, Family, or Household Purposes or Personal Investment.**

☒ **Business (Including Real Estate Investment).**

SPECIFIC PURPOSE. The specific purpose of this loan is: PURCHASE A HI-TECH/SPARTAN GLADIATOR FIRE ENGINE.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $468,000.00 as follows:

Amount paid to Borrower directly: $466,530.00 Deposited to Checking Account #	$466,530.00
Total Financed Prepaid Finance Charges: $1,170.00 Loan Fees $300.00 Loan Processing Fee	$1,470.00
Note Principal:	$468,000.00

AUTOMATIC PAYMENTS. Borrower hereby authorizes Lender automatically to deduct from Borrower's Checking account, numbered , the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

AUTOMATIC PAYMENT TRANSFERS. If you are set up for automatic payments from a deposit account and your due date falls on a Saturday, Sunday, or holiday, the payment will be transferred from your deposit account on the prior business day. Due to variations in the last payment amount, the last payment will not be made via automatic transfer. Borrower will need to make the final payment, due at maturity, manually.

SOCIAL SECURITY NUMBER OR TAXPAYER IDENTIFICATION NUMBER. By signing below I hereby certify that the Social Security Number or Taxpayer Identification Number as provided by me is true and correct.

ADDITIONAL CHARGES. In addition to all other charges, Borrower agrees to pay all related fees associated with any titled collateral securing this loan, including but not limited to Registration Fees, Sales Tax, and Vehicle Transfer Fees

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED SEPTEMBER 2, 2015.

BORROWER:

CITY OF LODI

By: _____
STEPHEN SCHWABAUER, City Manager of CITY OF LODI

By: _____
JORDAN AYERS, Deputy City Manager of CITY OF LODI

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AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$468,000.00	09-02-2015	12-01-2020	10-000013-32	4		968	

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Borrower: CITY OF LODI
221 W. PINE STREET
LODI, CA 95240

Lender: Farmers & Merchants Bank of Central California
LOAN CENTER
116 WEST PINE STREET
P. O. BOX 3000
LODI, CA 95241-1902
(800) 888-1498

Disbursement Date: September 2, 2015
Interest Rate: 1.930

Repayment Schedule: Irregular
Calculation Method: 365/360 Actuarial

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	12-01-2015	2,258.10	2,258.10	0.00	468,000.00
2015 TOTALS:		**2,258.10**	**2,258.10**	**0.00**	
2	12-01-2016	99,171.90	9,182.94	89,988.96	378,011.04
2016 TOTALS:		**99,171.90**	**9,182.94**	**89,988.96**	
3	12-01-2017	99,171.90	7,396.94	91,774.96	286,236.08
2017 TOTALS:		**99,171.90**	**7,396.94**	**91,774.96**	
4	12-01-2018	99,171.90	5,601.08	93,570.82	192,665.26
2018 TOTALS:		**99,171.90**	**5,601.08**	**93,570.82**	
5	12-01-2019	99,171.90	3,770.08	95,401.82	97,263.44
2019 TOTALS:		**99,171.90**	**3,770.08**	**95,401.82**	
6	12-01-2020	99,171.91	1,908.47	97,263.44	0.00
2020 TOTALS:		**99,171.91**	**1,908.47**	**97,263.44**	
TOTALS:		**498,117.61**	**30,117.61**	**468,000.00**	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	**Jordan Ayers, Deputy City Manager**	5. DATE:	**9/2/15**
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	**406**		**33205**	**Fund Balance**	**$ 32,000.00**
B. USE OF FINANCING	**406**	**40699100**	**77040**	**Vehicles**	**$ 32,000.00**

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.

To fund additional costs of two fire engines. Total cost of two engines is $931,330. Initial appropriation was $900,000.

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

Meeting Date: **9/2/15** Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Jordan Ayers

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO PURCHASE
TWO NEW HI-TECH/SPARTAN GLADIATOR FIRE
ENGINES; APPROVING DEBT FINANCING WITH
FARMERS AND MERCHANTS BANK; AUTHORIZING THE
CITY MANAGER AND DEPUTY CITY MANAGER TO
EXECUTE ALL NECESSARY FINANCING DOCUMENTS;
AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, the Fire Department currently has six Type-1 Urban Structure Fire Engines and two Aerial Fire Trucks utilized at four fire stations, of which five engines are used as front line vehicles and one engine is used as a reserve; and

WHEREAS, pursuant to 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 the City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, staff recommends purchasing two engines from Hi-Tech Emergency Vehicle Services, Inc., of Oakdale, utilizing the San Jose Fire Department Type-1 Tag-On Proposal (San Jose RFB 12-13-44) (Attachment A on file in the City Clerk's Office); and

WHEREAS, staff further recommends purchasing one engine outright and purchasing the second engine utilizing a lease financing mechanism; and

WHEREAS, to proceed with the outright purchase/lease financing recommendation, an additional $32,000 appropriation is necessary to fully fund the purchase cost of both engines; and

WHEREAS, in order to pursue lower-cost financing and to ensure compliance with the City's Debt Management Policy, an RFP for debt financing of one engine was issued on July 29, 2015, with a response deadline of August 5, 2015. Nine responses were received. A review of the proposals in accordance with the City's Debt Management Policy resulted in the selection and recommendation of a five-year debt financing with Farmers and Merchants Bank, at an interest rate of 1.93 percent. Total interest cost over the life of the loan is $30,820; and

WHEREAS, the proposed term minimizes total interest costs while providing a reasonable period to repay the debt without an adverse impact on City cash reserves. The estimated annual payment of approximately $99,172 will be paid from Fire Department appropriations; and

WHEREAS, the purchase price for each engine is $465,664.68, with a total purchase price of $931,329.36 (Attachment B); and

WHEREAS, purchasing new engines will result in lower maintenance costs as compared to the maintenance costs for the existing engines.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize:

1. The City Manager to purchase two new Hi-Tech/Spartan Gladiator Fire Engines from H-Tech Emergency Vehicle Service, Inc., of Oakdale, California, utilizing the San Jose Fire Department Type-1 Tag-On Proposal (San Jose RFB 12-13-44); and

2. The outright purchase of one engine in the amount of $465,664.68 and Debt Financing with Farmers and Merchants Bank in the amount of $468,000 for the purchase of the second engine; and

3. The City Manager and Deputy City Manager to execute all necessary financing documents; and

4. That additional funds in the amount of $32,000 be appropriated from the Vehicle Replacement fund (40699100.77040) for this purchase.

Dated: September 2, 2015

==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the Lodi City Council in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

HI-TECH EMERGENCY VEHICLE SERVICE, INC.

444 W. GREGER ST. • OAKDALE, CA 95361 • (209) 847-3042 • FAX (209) 847-2110
www.hitechevs.com www.spartanerv.com www.evi-fl.com

San Jose F.D. Type-1 Tag-On Proposal

San Jose RFB 12-13-44

For

Lodi Fire Department

Lodi, California

July15, 2015

TWO HI-TECH/SPARTAN GLADIATOR LFD, 10" RAISED ROOF, 450HP, 1500 GPM TYPE I PUMPER

1.	**Apparatus Cost, Per Lodi Fire Department Specifications**	**$862,342.00**
2.	**Sales Tax @ 8.0%**	**$ +68,987.36**
3.	**Grand Total**	**$ 931,329.36**

* Plus any additional Federal, State, or Local fee, tax, or mandated safety and emission equipment applicable at time of delivery.

Delivery = Approximately 365 Days After Receipt Of Order Documentation

Brian Ruthman 7-15-15

Brian Ruthman **Date**

Fire Chief 7/16/15

Accepted By – Title **Date**

Subject to Council Approval

AGENDA ITEM C-05

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Bid for the Purchase of Two Pad Mount Switches from HD Supply Power Solutions of Portland, Oregon ($76,000)

MEETING DATE: September 2, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding bid for the purchase of two pad mount switches from HD Supply Power Solutions of Portland, Oregon in an amount not to exceed $76,000.

BACKGROUND INFORMATION: On August 5, 2015, the City Council approved specifications and authorized the advertisement of bids to procure four pad mount switches.

The Electric Utility advertised bids on August 8 and 12, 2015. Two switch configurations were advertised as Bid Items 1 and 2. On August 20, 2015, bids were opened with two suppliers submitting proposals with the following results:

Company Name	***Bid Item 1***	***Bid Item 2***
Trayer Engineering Corporation	$103,199.40	$102,768.75
HD Supply Power Solutions	$ 75,981.45	$ 83,783.18

Staff reviewed the proposals and deemed that HD Supply was the lowest responsive bidder and compliant with the approved specifications for Bid Item 1. No responsive bids were received for Bid Item 2.

FISCAL IMPACT: Not to exceed $76,000.

FUNDING AVAILABLE: Included in FY2015/16 Budget Account No. 500.13496.

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Hasan Shahriar, Senior Power Engineer
EAK/JM/HS/lst

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BID FOR THE PURCHASE OF TWO
PAD MOUNT SWITCHES FROM HD SUPPLY POWER
SOLUTIONS, OF PORTLAND, OREGON

==========

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 20, 2015 at 11:00 a.m., for the purchase of two 4-way-2-way VFI 600 A / 200 A 15 kV pad mount switches, described in the specifications therefore approved by the City Council on August 5, 2015; and

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

Bidder	Bid Item 1	Bid Item 2
Trayer Engineering Corporation, San Francisco	$103,199.40	$102,768.75*
HD Supply Power Solutions, Portland, Oregon	$ 75,981.45	$ 83,783.18*

***Note: No responsive bids received for Bid Item 2 (Bids did not meet specifications)**

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of Bid Item 1 - two 4-way-2-way VFI 600 A / 200 A 15 kV pad mount switches from HD Supply Power Solutions, of Portland, Oregon, in an amount not to exceed $76,000.

Dated: September 2, 2015
==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-06

CITY OF LODI
COUNCIL COMMUNICATION
™

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Durst Contract Interiors, of Stockton, for Purchase and Installation of Office Furniture at City Hall Annex Building ($84,256), and Appropriating Funds ($93,000)

MEETING DATE: September 2, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Durst Contract Interiors, of Stockton, for purchase and installation of office furniture at City Hall Annex Building in the amount of $84,256, and appropriating funds in the amount of $93,000.

BACKGROUND INFORMATION: At the February 18, 2015 Council meeting, Council awarded the City Hall Annex Phase 2 Remodel Project to Diede Construction. The project is nearing completion. The final phase of the project is the purchase and installation of office furniture. Previous Council action has established Hayworth Unigroup Furniture (Hayworth) as the preferred office furniture manufacturer in order to coordinate office systems furniture at various City facilities.

Staff has worked with Durst Contract Interiors, the local Hayworth representative, for programming and space needs planning for Fire Administration and the Parks, Recreation and Cultural Services Division. Durst Contract Interiors met with staff to determine program and space needs. They also evaluated existing furniture to create an inventory of reusable items. The final furniture plan for each area has been approved by the Fire Administration and Parks and Recreation department heads, and these are provided in Attachment 1.

Staff recommends Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Durst Contract Interiors, of Stockton, for purchase of various furniture items from Hayworth, relocation of some Fire Administration furniture, as well as assembly and installation of new and relocated furniture. Lead time for delivery is six to eight weeks.

Included in this action are a few items of furniture and installation by Durst Contract Interiors for the Transit Station, as requested by the Transportation Manager, to meet staff needs.

The requested appropriation includes contingency funds.

FISCAL IMPACT: Not applicable.

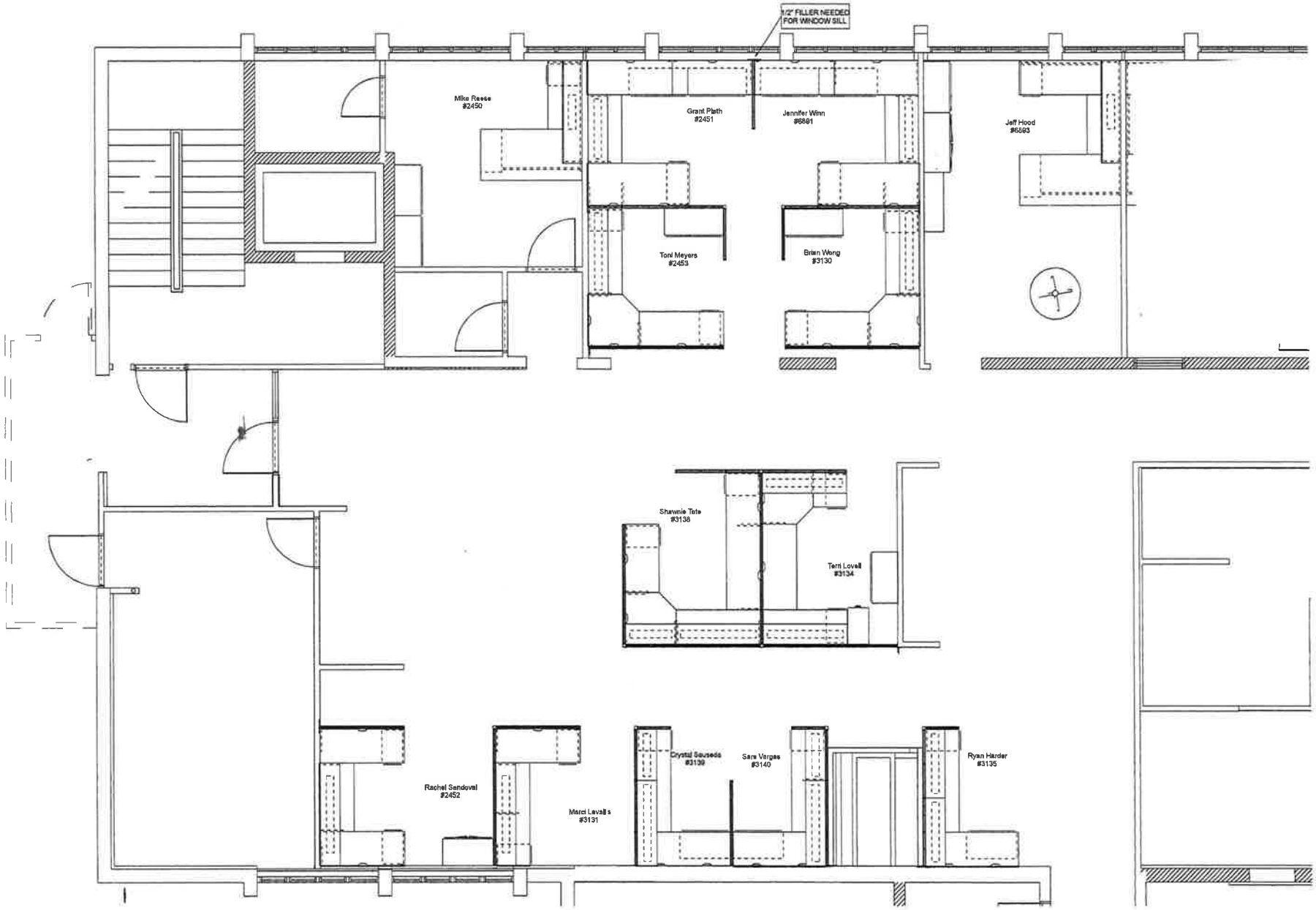
FUNDING AVAILABLE: General Fund Capital (43199000.77020) $89,000
Transit Funds (60199000.77020) $4,000

APPROVED: _____
Stephen Schwabauer, City Manager

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
F. Wally Sandelin
Public Works Director

FWS/GW/tb
attachment



signature of approval date

DURST CONTRACT INTERIORS
3008 CHEROKEE ROAD
STOCKTON, CALIFORNIA
P. 209.463.5734 F. 209.463.4516
www.durstoffice.com

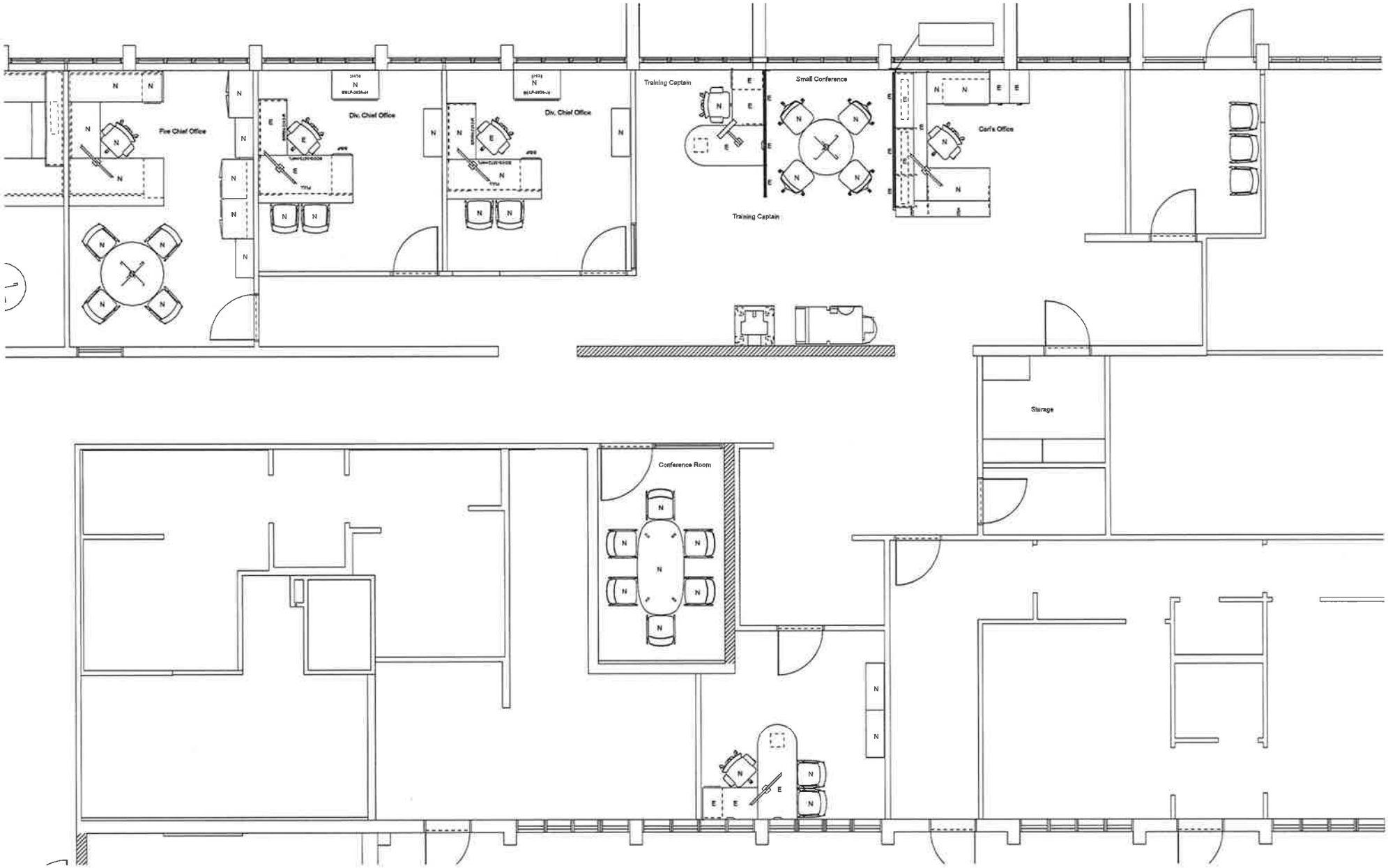
PROPOSED FLOORPLAN
City of Lodi
Parks and Recreation

DATE DRAWN: 08.11.2015
DRAWN BY: A.M.U.
SALESPERSON: Dan Durst
REVISIONS:
1 01.01.14 Revision Name
2 01.01.14 Revision Name

Sheet#
F-1

Attachment 1

All idea's, designs and information indicated or represented by this drawing are owned by, and the property of Durst Contract Interiors. Created and developed for the use on, and in connection with the specified project. This document cannot be disclosed to any person, firm, or corporation for any purpose whatsoever without the express written consent of Durst Contract Interiors.
NOTE Durst Installers are not certified electricians or data technicians. If your new furniture consists of electrical hook-up (either from the wall/base or the ceiling), please consult a licensed electrician and data technician for your wiring needs, prior to our arrival on the date listed above.



signature of approval date

DURST CONTRACT INTERIORS
3008 CHEROKEE ROAD
STOCKTON, CALIFORNIA
P. 209.463.5734 F. 209.463.4516
www.durstoffice.com

PROPOSED FLOORPLAN
City of Lodi
Fire Department

DATE DRAWN: 08.13.2015
DRAWN BY: A.M.U.
SALESPERSON: Dan Durst
REVISIONS:
1 07.30.2015 Revision One
2 01.01.14 Revision Name

Sheet#
F-1

All idea's, designs and information indicated or represented by this drawing are owned by, and the property of Durst Contract Interiors. Created and developed for the use on, and in connection with the specified project. This document cannot be disclosed to any person, firm, or corporation for any purpose whatsoever without the express written consent of Durst Contract Interiors.
NOTE: Durst Installers are not certified electricians or data technicians. If your new furniture consists of electrical hook-up (either from the wall/base or the ceiling), please consult a licensed electrician and data technician for your wiring needs, prior to our arrival on the date listed above.

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DURST CONTRACT INTERIORS (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 purchase, delivery, and installation of office furnature for the administrative offices of Fire, Parks and Recreation, and Transit (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

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 September 1, 2015 and terminates upon the completion of the Scope of Services or on August 31, 2016, 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 and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Durst Contract Interiors
3008 Cherokee Road
Stockton, CA 95205
Attn: Cassandra Durst

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

DURST CONTRACT INTERIORS

By: _____

By: _____
Name: CASSANDRA DURST
Title: Owner

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

Funding Source: **43199000.77020/60199000.77020**

(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\PSA's\2015\Durst Interiors Annex

CA:Rev.01.2015

Exhibit A/B

PROPOSAL / QUOTE

Contract Interiors

Address	Phone #	Fax #	Quote #
3008 Cherokee Road Stockton, CA 95205	(209) 463-5734	(209) 463-4516	2015-638

Rep: DLD

Client P.O. #:

Client Contact:

Terri Lovell

Date: 8/13/2015

Bill to:

CITY OF LODI
PARKS, RECREATION AND CULTURAL SERVICES
PO BOX 3006
LODI, CA 95241-1910

Ship to:

CITY OF LODI
PARKS, RECREATION AND CULTURAL SERVICES
PO BOX 3006
LODI, CA 95241-1910

Contact Phone:

209-333-6742

Contact Email:

tlovell@lodi.gov

Billing Email:

Terms: NET 10

The first 2 weeks storage is free.

Prices listed are good for 30 days.

Please note: delivery/installation/labor charges may vary depending on site, install conditions & change orders.

Item	Description	Qty	Rate	Total
	*** PARKS AND RECREATION ***			
#HAWORTH	HAWORTH UNIGROUP FURNITURE AS QUOTED: 11 WORKSTATIONS 2 PRIVATE OFFICES COLORS: WORKTOP SURFACE COLOR: WHEAT GRAIN GRD A, H-DE WORKTOP EDGE COLOR: GRAY TONE GRD A, TR-G PANEL SELECTION: FABRIC: STRAIE-ELEMENT GRD A, C1-AH TRIM: GRAY TONE GRD A, TR-G LOCK COLOR: BLACK, LR-BL PRICING BASED ON U.S. COMMUNITIES PRICE LIST PLEASE MAKE PO OUT TO HAWORTH C/O DURST SEE PARTS LIST FOR DETAILS QUOTE DOES NOT INCLUDE DELIVERY AND INSTALLATION		42,371.57	42,371.57T

NOTE: Durst Installers are not certified electricians or data technicians. If your new furniture consists of electrical hook-up (either from the wall/base or the ceiling), please consult a licensed electrician and data technician for your wiring needs, prior to our arrival on the date listed above.

Subtotal	$42,371.57
Sales Tax (8.0%)	$3,389.73
Total	$45,761.30

PROPOSED BY: DATE:

ACCEPTED BY: DATE:

PLEASE SIGN PROPOSAL, SERVICE AGREEMENT AND ARE YOU READY FORM AND FAX BACK TO 209-463-4516. THANK YOU FOR YOUR BUSINESS.

PROPOSAL / QUOTE

Durst
Contract Interiors

Address	Phone #	Fax #	Quote #
3008 Cherokee Road Stockton, CA 95205	(209) 463-5734	(209) 463-4516	2015-660

Rep: DLD

Client P.O. #:

Client Contact:

Terri Lovell

Date: 8/14/2015

Bill to:

CITY OF LODI
PUBLIC WORKS DEPARTMENT
221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA

Ship to:

CITY OF LODI
PARKS, RECREATION AND
CULTURAL SERVICES
PO BOX 3006
LODI, CA 95241-1910

Contact Phone:

209-333-6742

Contact Email:

tlovell@lodi.gov

Billing Email:

Terms: NET 10

The first 2 weeks storage is free.

Prices listed are good for 30 days.

Please note: delivery/installation/labor charges may vary depending on site, install conditions & change orders.

Item	Description	Qty	Rate	Total
	*** QUOTE FOR FIRE DEPARTMENT ***			
	FIRE CHIEFS OFFICE			
SON01	DESK SHELL, 72" x 36" x 29"	1	681.00	681.00T
SON65	PEDESTAL-BBF, 15.5" x 24" x 27"	1	333.00	333.00T
SON98	BRIDGE, 42" x 24" x 29"	1	234.00	234.00T
SON43	CREDENZA SHELL, 72" x 20" x 29"	1	476.00	476.00T
SON66	PEDESTAL - FF, 15.5" x 18" x 27"	1	277.00	277.00T
SON51	WARDROBE/STORAGE, 37" x 19" x 70"	1	1,213.00	1,213.00T
SON55	BOOKCASE/OPEN HUTCH 36" x 14" x 42"	2	414.00	828.00T
SON12	LATERAL FILE, 2 DRAWER.. 37"W X 20"D X 29"H.	2	643.00	1,286.00T
SON58	42" ROUND TABLE, DRUM BASE.	1	538.00	538.00T
#90662	PROGRID MESH HI-BACK CHAIR, 3-WAY ADJ. ARMS, SYNCHRO TILT, SEAT SLIDER	1	294.00	294.00T
WD1643	WOOD FRAME UPHOLSTERED, GUEST CHAIR, BLACK, FAUX LEATHER	2	244.00	488.00T
	** DIV. CHIEF OFFICES **			
PL102	DESK SHELL, 66"X30"	1	222.00	222.00T
PL166	ELI DRAWER PED, BBF	2	241.00	482.00T
PL145	ELI REVERSIBLE RETURN 48X24	1	150.00	150.00T
PL112	ELI LATERAL FILE, 2-DRW	4	396.00	1,584.00T
PL156	ELI BOOKCASE, 72"H X 32"W.	4	238.00	952.00T
WD387	CHERRY FINISH VISITORS CHAIR	4	190.00	760.00T
	** SMALL AND LARGE CONFERENCE ROOMS **			
PL127	ELITE 42" ROUND TABLE	1	196.00	196.00T
#ACTION LAMINATES	204-3696-3, RACETRACK TABLE TOP 36"D x 96"W PVC EDGEBANDING	1	446.00	446.00T
#PLT-TLEG-30	TWO PRONG STEEL LEG, 30" SPREAD. BLACK	2	98.00	196.00T
SLT1-2T-0015A	Lively Task Armless, No Lumbar, Back Lck, Hrd Casters Adj Seat, Fab Seat, Tension Back	12	269.64	3,235.68T

NOTE: Durst Installers are not certified electricians or data technicians. If your new furniture consists of electrical hook-up (either from the wall/base or the ceiling), please consult the licensed electrician and data technician for your wiring needs, prior to our arrival on the date listed above.

Subtotal

Sales Tax (8.0%)

Total

PROPOSED BY DATE:

ACCEPTED BY: DATE:

PLEASE SIGN PROPOSAL, SERVICE AGREEMENT AND ARE YOU READY FORM AND FAX BACK TO 209-463-4516. THANK YOU FOR YOUR BUSINESS.

PROPOSAL / QUOTE

Contract Interiors

Address	Phone #	Fax #	Quote #
3008 Cherokee Road Stockton, CA 95205	(209) 463-5734	(209) 463-4516	2015-660

Rep: DLD

Client P.O. #:

Client Contact:

Terri Lovell

Date: 8/14/2015

Bill to:

CITY OF LODI
PUBLIC WORKS DEPARTMENT
221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA

Ship to:

CITY OF LODI
PARKS, RECREATION AND
CULTURAL SERVICES
PO BOX 3006
LODI, CA 95241-1910

Contact Phone:

209-333-6742

Contact Email:

tlovell@lodi.gov

Billing Email:

Terms: NET 10

The first 2 weeks storage is free.

Prices listed are good for 30 days.

Please note: delivery/installation/labor charges may vary depending on site, install conditions & change orders.

Item	Description	Qty	Rate	Total
	*** CARI'S OFFICE **			
#LF236	2 DRAWER LATERAL FILE, 36" WIDE	1	339.00	339.00T
	** ANNE'S OFFICE **			
#OFBA40361872	BOOKCASE, 72"H X 18"D X 36"W. STEEL. 4 ADJUSTABLE SHELVES, PUTTY	2	259.00	518.00T
#OFHS1221	HOVER 2 SCREEN 2 ARM MONITOR	5	299.00	1,495.00T
#OFHS1121	HEIGHT ADJUSTABLE MONITOR ARM. 12" POST. 33 LB CAPACITY	1	189.00	189.00T
#DEL/INS	Charge for the ASSEMBLY, DELIVERY & INSTALL OF FIRE ADMIN DEPARTMENT		4,005.00	4,005.00T
#DEL/INS	Charge for the ASSEMBLY, DELIVERY & INSTALL OF PARKS AND RECREATION		10,887.00	10,887.00T
	PLEASE MAKE P.O. OUT TO DURST			

***NOTE. Durst Installers are not certified electricians or data technicians. If your new furniture consists of electrical hook-up (either from the wall/base or the ceiling), please consult a licensed electrician and data technician for your wiring needs, prior to our arrival on the date listed above ***

Subtotal	$32,304.68
Sales Tax (8.0%)	$2,584.37
Total	$34,889.05

PROPOSED BY: DATE

ACCEPTED BY: DATE:

PLEASE SIGN PROPOSAL, SERVICE AGREEMENT AND ARE YOU READY FORM AND FAX BACK TO 209-463-4516. THANK YOU FOR YOUR BUSINESS.

PROPOSAL / QUOTE

Durst
Contract Interiors

Address	Phone #	Fax #	Quote #
3008 Cherokee Road Stockton, CA 95205	(209) 463-5734	(209) 463-4516	2015-703

Rep: DLD

Client P.O. #:

Client Contact:

PAULA FERNANDEZ

Contact Phone:

209.333.6800 EXT. 2667

Contact Email:

pfernandez@lodi.gov

Date: 8/19/2015

Bill to:

CITY OF LODI
PUBLIC WORKS DEPARTMENT
221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA

Ship to:

CITY OF LODI
PUBLIC WORKS DEPARTMENT
221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA

Billing Email:

Terms: NET 10

The first 2 weeks storage is free.

Prices listed are good for 30 days.

Please note: delivery/installation/labor charges may vary depending on site, install conditions & change orders.

Item	Description	Qty	Rate	Total
	*** FOR TRANSIT CENTER***			
#OFCA41361878	LOCKING STORAGE CABINET, 18" X 36" X 78"H.	2	369.00	738.00T
#BTO4Q	OSP - 4' RESIN MULTI PURPOSE TABLE - 48"W x 24"D x 29.25"H	4	78.00	312.00T
#FC8100NP	OSP - FOLDING CHAIR - PLASTIC FAN BACK - BLACK,BLUE, OR BEIGE, FABRIC SEAT - METAL FRAME - 300LB WEIGHT CAPACITY - SOLD IN 4 PACKS(PRICE IS FOR EACH)	16	41.00	656.00T
#WURA-2460-LJSC	HAWORTH WORKSURFACE - RECTANGLE - 24" x 60" - LAMINATE - EDGEBAND- STANDARD CORE - NO CABLE MANAGEMENT. TR-R/H-34	2	129.21	258.42T
#ACTION LAMINATES	1-3078-3 - RECTANGULAR WORKSURFACE - 30"D x 78"W - PVC EDGEBANDING. MATCH HAWORTH BEIGE H-34.	2	326.00	652.00T
#PLT-TLEG30	T-LEG FOR 30" TABLE	4	108.00	432.00T
#DEL/INS	Charge for the ASSEMBLY, DELIVERY & INSTALL of the purchased products above		290.00	290.00T

NOTE: Durst Installers are not certified electricians or data technicians. If your new furniture consists of electrical hook-up (either from the wall/base or the ceiling), please consult a licensed electrician and data technician for your wiring needs, prior to our arrival on the date listed above.

Subtotal	$3,338.42
Sales Tax (8.0%)	$267.07
Total	$3,605.49

PROPOSED BY: DATE:

ACCEPTED BY: DATE:

PLEASE SIGN PROPOSAL, SERVICE AGREEMENT AND ARE YOU READY FORM AND FAX BACK TO 209-463-4516. THANK YOU FOR YOUR BUSINESS.

Exhibit C

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

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

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

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

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

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

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

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

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

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

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

Insurance Requirements for Contractor (continued)

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

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.

(g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

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

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

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	8/20/2015
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	431		32205	Fund Balance	$ 89,000.00
	601		32205	Fund Balance	$ 4,000.00
B. USE OF FINANCING	431	43199000	77020	General Fund Capital	$ 89,000.00
	601	60199000	77020	Transit Capital	$ 4,000.00

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.

PSA with Durst for purchase and installation of furniture for the City Hall Annex project and for the Transit Station North Annex 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: Wally Sandelin

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DURST CONTRACT INTERIORS, OF STOCKTON, FOR PURCHASE AND INSTALLATION OF OFFICE FURNITURE AT THE CITY HALL ANNEX BUILDING AND THE TRANSIT STATION, AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, previous Council action has established Hayworth Unigroup Furniture (Hayworth) as the preferred office furniture manufacturer, in order to coordinate office systems furniture at various City facilities; and

WHEREAS, staff has worked with Durst Contract Interiors, the local Hayworth representative, for programming and space needs planning for Fire Administration, Parks and Recreation, and the Transit Station; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with Durst Contract Interiors, of Stockton, for purchase of various furniture items from Hayworth, relocation of some Fire Administration furniture, as well as assembly and installation of new and relocated furniture; and

WHEREAS, staff recommends authorizing a purchase order to Hayworth for the purchase of the office furniture to be delivered and installed by Durst Contract Interiors.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Durst Contract Interiors, of Stockton, California, for purchase and installation of office furniture at the City Hall Annex Building and the Transit Station, in the amount of $84,256; and

BE IT FURTHER RESOLVED that funds in the amount of $93,000 be appropriated for this project.

Dated: September 2, 2015

==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-07

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Ham Lane Signal Modification Improvements 2015, to Tim Paxin's Pacific Excavation, Inc., of Elk Grove, ($331,934)

MEETING DATE: September 2, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Ham Lane Signal Modification Improvements 2015, to Tim Paxin's Pacific Excavation, Inc., of Elk Grove, in the amount of $331,934.

BACKGROUND INFORMATION: This project consists of modifying traffic signals to include protected left turn movements on Ham Lane at Vine Street Tokay Street, and Lockeford Street. The work includes installing four new signal poles (two each at Vine Street and Tokay Street), new service pedestals, cabinet controller equipment, and LED countdown pedestrian signals at each of these locations.

Plans and specifications for this project were approved on July 15, 2015. The City received the following two bids on August 6, 2015. Tim Paxin's Pacific Excavation, Inc. has signed the required Local Hire forms and will conform to the requirements.

Bidder	Location	Bid
Engineer's Estimate		$ 290,200.00
Tim Paxin's Pacific Excavation, Inc.	Elk Grove	$ 331,934.00
St Francis Electric LLC	San Leandro	$ 377,770.00

The total project cost including the contract, staff time and contingencies is estimated at $450,000. The difference between the amount budgeted and the total project cost is due to a higher than anticipated low bid and minor project scope changes such as installing a new service cabinet and concrete pad; and replacing the existing pedestrian signal head, and traffic loop detection.

FISCAL IMPACT: There will be a slight increase in signal maintenance costs at these intersections.

FUNDING AVAILABLE: Gas Tax (30299000.77020) $450,000

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

F. Wally Sandelin
Public Works Director

Prepared by Dorothy Kam, Assistant Engineer
FWS/DK/tb
Attachment

cc: City Engineer/Deputy Public Works Director

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and TIM PAXIN'S PACIFIC EXCAVATION, INC., herein referred to as the "Contractor."

W I T N E S S E T H :

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

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

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

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

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

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

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

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

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

Perform the work necessary to install new signal poles and foundation, concrete pad for service and controller cabinets, service pedestals and controller cabinet, LED countdown pedestrian signals with unimount mounting hardware, push buttons and signs; modify traffic signals to accommodate protected left turn phases on Ham Lane at Vine Street and Tokay Street, and on Lockeford Street at Ham Lane; install survey monument at the southwest corner of Ham Lane and Vine Street, and other incidental and related work all as shown on the plans and specifications for "Ham Lane Signal Modification Improvements 2015".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Signal Modification for Ham and Vine	1	LS	$135,726.00	$135,726.00
2.	Traffic Signal Modification for Ham and Tokay	1	LS	$132,518.00	$132518.00
3.	Traffic Signal Modification for Ham and Lockeford	1	LS	$63,690.00	$63,690.00
				TOTAL	$331,934.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in

accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **40 WORKING DAYS**.

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

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

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

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

CONTRACTOR:

_____

By:_____

_____
Title

(CORPORATE SEAL)

CITY OF LODI, a municipal corporation

By:_____
STEPHEN SCHWABAUER
City Manager

Date:_____

Attest:

_____
JENNIFER M. FERRAIOLO
City Clerk

Approved As To Form:

_____
JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR THE HAM LANE SIGNAL MODIFICATION IMPROVEMENTS 2015 PROJECT TO TIM PAXIN'S PACIFIC EXCAVATION, INC., OF ELK GROVE

==========

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 August 6, 2015, at 11:00 a.m., for the Ham Lane Signal Modification Improvements 2015 Project, described in the plans and specifications therefore approved by the City Council on July 15, 2015; and

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

Bidder	**Bid**
Tim Paxin's Pacific Excavation, Inc.	$331,934
St. Francis Electric, LLC	$377,770

WHEREAS, staff recommends awarding the contract for the Ham Lane Signal Modification Improvements 2015 Project to the low bidder, Tim Paxin's Pacific Excavation, of Elk Grove.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Ham Lane Signal Modification Improvements 2015 Project to the low bidder, Tim Paxin's Pacific Excavation, of Elk Grove, California, in the amount of $331,934; and

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

Dated: September 2, 2015

==========

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-08

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Final Map for The Villas at Sunwest, Tract No. 3823

MEETING DATE: September 2, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving final map for The Villas at Sunwest, Tract No. 3823.

BACKGROUND INFORMATION: The subdivision is located at 2110 Tienda Drive (APN 027-430-06) as shown on Exhibit A. The development consists of nine medium-density, single-family residential lots.

The Developer, John M. Giannoni Jr., has furnished the City with all necessary agreements and fees for the proposed subdivision.

FISCAL IMPACT: Not applicable.

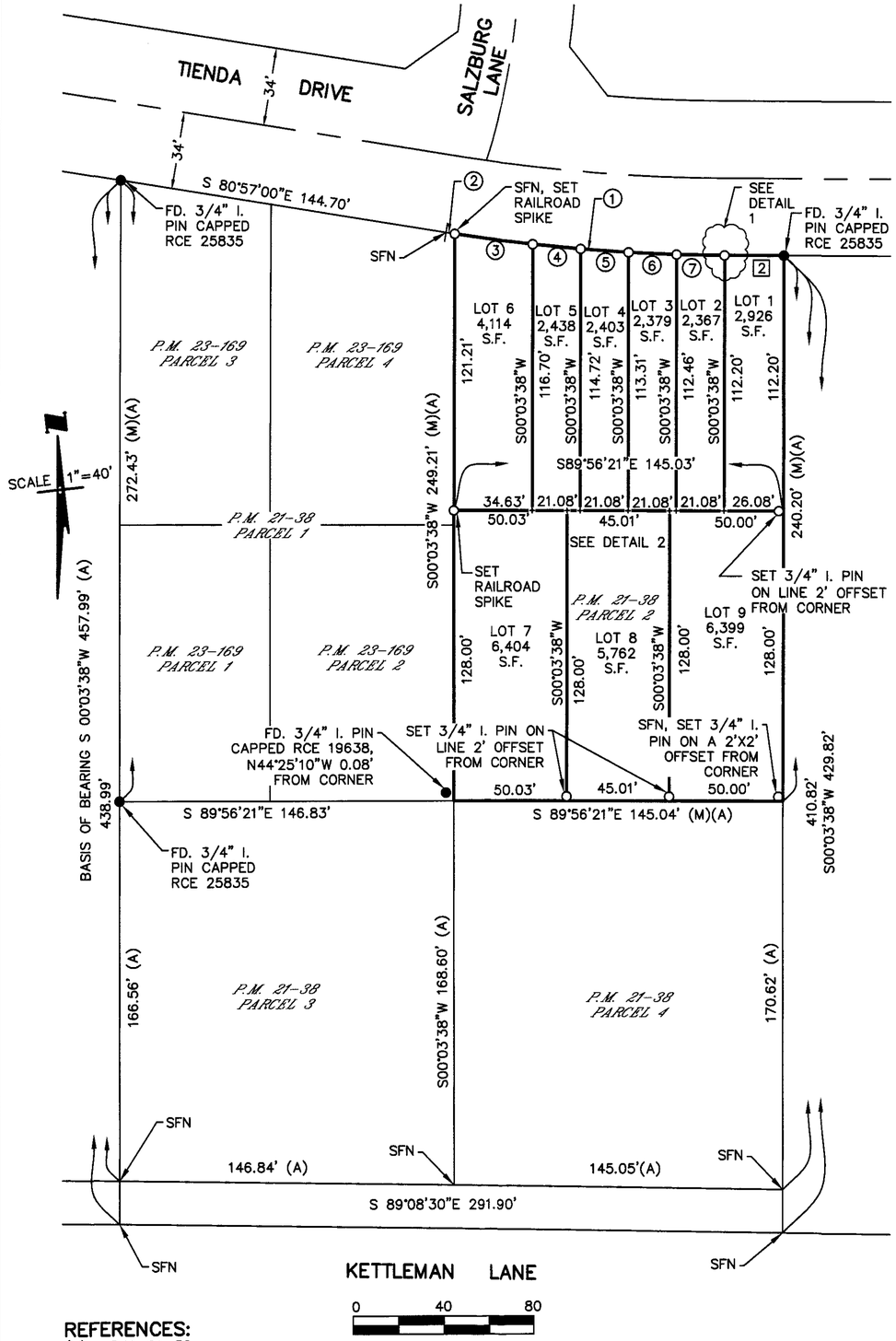
FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Charlie Swimley, City Engineer / Deputy Public Works Director
FWS/CES/tb
Attachment
cc: Senior Engineering Technician Wiman
John M. Giannoni Jr.

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit A

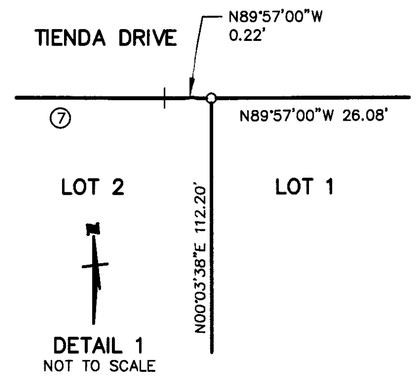


REFERENCES:

(A) P.M. 21-38

(B) P.M. 23-169

(D.D. SHEET NO. 15-B)



DETAIL 1
NOT TO SCALE

CURVE TABLE

NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
1	784.00'	119.20'	8°42'40"	N85°35'40"W	119.08'
2	784.00'	3.95'	0°17'20"	N81°6'21"W	3.95'
3	784.00'	34.92'	2°33'07"	N82°30'53"W	34.92'
4	784.00'	21.18'	1°32'52"	N84°33'53"W	21.18'
5	784.00'	21.13'	1°32'39"	N86°6'38"W	21.13'
6	784.00'	21.10'	1°32'31"	N87°39'14"W	21.10'
7	784.00'	20.87'	1°31'31"	N89°11'15"W	20.87'

EASEMENTS:

E1 25' NON-EXCLUSIVE EGRESS AND INGRESS EASEMENT EXCLUSIVE OF PUBLIC UTILITIES TO BE DEDICATED WITH THIS MAP.

E2 PRIVATE SANITARY SEWER EASEMENT BY SEPARATE DOCUMENT.

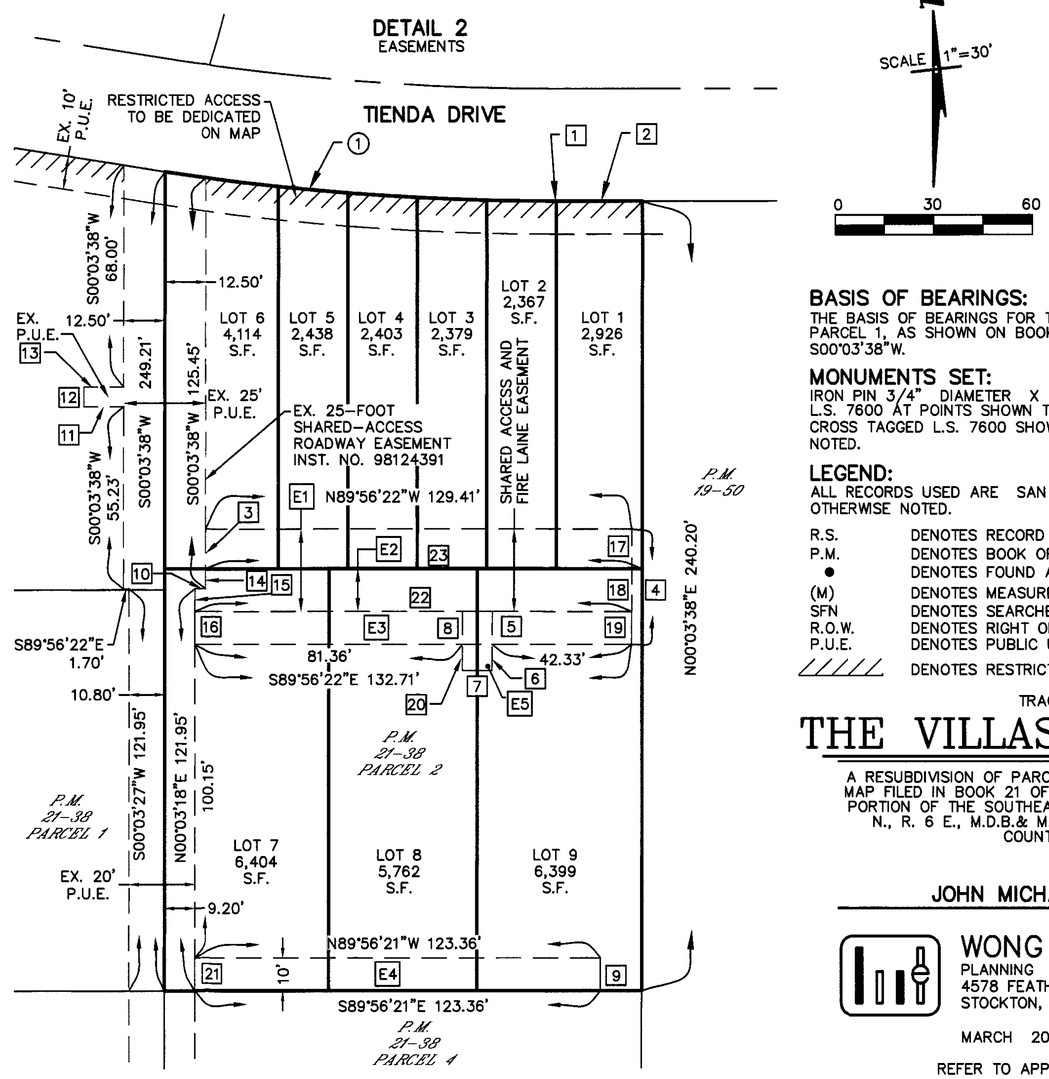
E3 10' P.U.E. FOR WATER LINE TO BE DEDICATED WITH THIS MAP.

E4 PRIVATE STORM DRAINAGE EASEMENT BY SEPARATE DOCUMENT.

E5 PARKING EASEMENT BY SEPARATE DOCUMENT.

LINE TABLE

NO.	BEARING	DISTANCE
1	N89°57'00"W	0.22'
2	N89°57'00"W	26.08'
3	S00°03'38"W	12.00'
4	N00°03'38"E	25.00'
5	N00°03'38"E	10.00'
6	N00°03'38"E	7.96'
7	S89°56'22"E	9.02'
8	S00°03'38"W	10.00'
9	N00°03'39"E	10.00'
10	N89°56'22"W	3.30'
11	N89°56'22"W	12.00'
12	N00°03'38"E	6.00'
13	N89°56'22"W	12.00'
14	S00°03'38"W	6.05'
15	S00°03'18"W	6.95'
16	S00°03'18"W	10.00'
17	N00°03'38"E	12.00'
18	N00°03'38"E	13.00'
19	N00°03'38"E	10.00'
20	S00°03'38"W	7.96'
21	S00°03'18"W	10.00'
22	S89°56'22"W	132.71'
23	S89°56'21"W	132.54'



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF PARCEL 1, AS SHOWN ON BOOK 21 OF PARCEL MAPS, PAGE 38 AS S00°03'38"W.

MONUMENTS SET:

IRON PIN 3/4" DIAMETER X 30" LONG WITH CAP STAMPED L.S. 7600 AT POINTS SHOWN THUS ——o—— AND CHISELED CROSS TAGGED L.S. 7600 SHOWN THUS ——+—— UNLESS OTHERWISE NOTED.

LEGEND:

ALL RECORDS USED ARE SAN JOAQUIN COUNTY RECORDS, UNLESS OTHERWISE NOTED.

R.S.	DENOTES RECORD OF SURVEY, BOOK – PAGE
P.M.	DENOTES BOOK OF PARCEL MAPS, BOOK – PAGE
●	DENOTES FOUND AS STATED
(M)	DENOTES MEASURED DATA
SFN	DENOTES SEARCHED, FOUND NOTHING
R.O.W.	DENOTES RIGHT OF WAY
P.U.E.	DENOTES PUBLIC UTILITY EASEMENT
////////	DENOTES RESTRICTED ACCESS

TRACT NO. 3823

THE VILLAS AT SUNWEST

A RESUBDIVISION OF PARCEL 2 AS SHOWN ON THAT PARCEL MAP FILED IN BOOK 21 OF PARCEL MAPS, PAGE 38, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, T. 3 N., R. 6 E., M.D.B.& M., CITY OF LODI, SAQN JOAQUIN COUNTY, CALIFORNIA

FOR

JOHN MICHAEL GIANNONI JR.

WONG ENGINEERS, INC.
PLANNING ENGINEERING SURVEYING
4578 FEATHER RIVER DRIVE SUITE A
STOCKTON, CALIFORNIA

MARCH 2015 SHEET 2 OF 2

REFER TO APPLICATION NO. 2014-15-S AND 2014-15SP

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE FINAL MAP FOR THE VILLAS AT SUNWEST,
TRACT NO. 3823

==========

WHEREAS, The Villas at Sunwest is located at 2110 Tienda Drive, consisting of nine medium-density, single-family residential lots; and

WHEREAS, the developer, John M. Giannoni, Jr., has furnished the City with all necessary agreements and fees for the proposed subdivision.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the final map for The Villas at Sunwest, Tract No. 3823.

Dated: September 2, 2015
==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-09

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amended and Restated Joint Exercise of Powers Agreement Eastern San Joaquin County Groundwater Basin Authority

MEETING DATE: September 2, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to Execute Amended and Restated Joint Exercise of Powers Agreement Eastern San Joaquin County Groundwater Basin Authority.

BACKGROUND INFORMATION: The Eastern San Joaquin County Groundwater Basin Authority (GBA) works collectively to develop locally supported groundwater projects to strengthen water supply reliability in Eastern San Joaquin County. A joint powers authority, GBA members agree to work cooperatively with unanimity, to speak with one voice to achieve reliable, affordable water supplies for the region.

The current 11 members of the GBA are proud of the substantial progress that has been made in improving water resources reliability. Some of the key accomplishments for the GBA include:

- Participation in the development of the Freeport Interconnect Project,
- Evaluation of the feasibility of direct injection/extraction methods for recharge of the Eastern San Joaquin Groundwater Basin,
- Support of North San Joaquin Water Conservation District grant application for the South Irrigation System Improvement Project,
- Completion of the Eastern San Joaquin Groundwater Basin Management Plan, and
- Completion of the Integrated Regional Water Management Plan.

The Amended and Restated Joint Exercise of Powers Agreement (Agreement) is provided in Attachment 1, showing the various changes as described below.

1. Adds three new members including Ripon, Escalon, and Manteca
2. Adds a new GBA goal to develop an implementation strategy for the State Groundwater Management Act
3. Adds section 3.05 to the Agreement "Directors from member agencies who are delinquent in monetary contributions will not be allowed to vote."
4. Modifies the term of the Agreement to "This agreement shall remain in effect until terminated by mutual agreement of all parties hereto."
5. Minor clarifications of a few sections

APPROVED: _____
Stephen Schwabauer, City Manager

The Agreement was last modified in April of 2013 extending the term for an additional two years. The City of Lodi contributes $20,000 annually to support the work of the GBA.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by F. Wally Sandelin, Public Works Director
FWS/FWS/tb
Attachment

Attachment 1

~~JPA Eastern San Joaquin County GBA~~GBA JPA 2015 DRAFT FOR DISCUSSION ONLY

A-1~~3~~5-_____

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
EASTERN SAN JOAQUIN COUNTY
GROUNDWATER BASIN AUTHORITY

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THIS AGREEMENT is made by and among the San Joaquin County Flood Control and Water Conservation District ("County District"), the City of Stockton ("Stockton"), the City of Lodi ("Lodi"), Stockton-East Water District ("SEWD"), Central San Joaquin Water Conservation District ("Central"), Woodbridge Irrigation District ("Woodbridge"), North San Joaquin Water Conservation District ("NSJWCD"), City of Manteca ("Manteca"), City of Lathrop ("Lathrop"), City of Ripon ("Ripon"), City of Escalon ("Escalon"), South San Joaquin Irrigation District (SSJID), Central Delta Water Agency ("Central Delta") and South Delta Water Agency ("South Delta") collectively called the "Members". The Members hereby agree as follows:

ARTICLE I
GENERAL PROVISIONS

Section 1.01. Creation of Authority. Pursuant to California Government Code Section 6500 et seq. -there is hereby created a public entity to be known as the "Eastern San Joaquin County Groundwater Basin Authority" which shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 1.02. Purpose. The purpose of this Agreement is to provide a consensus-based forum of public water interests concerning Eastern San Joaquin County that will work cooperatively with unanimity toward achieving the goal as defined in Section 1.03 and speak on behalf of the Members with one voice.

Section 1.03. Goal. The long-term goal of the Authority is to facilitate the development of locally supported projects that improve water supply reliability and/or improve groundwater level in Eastern San Joaquin County and to provide benefits to project participants and San Joaquin County as a whole. The Authority's short-term goals are as follows:

(a) To develop and maintain the Eastern San Joaquin County Integrated Regional Water Management Plan (IRWMP).

(b) To facilitate the financing and construction of specific projects contained in the adopted IRWMP.

(c) To apply for grant funding to support the activities of the Authority, its member agencies, and San Joaquin County as a whole.

(d) To develop a strategy for the implementation of the Sustainable Groundwater Management Act of 2014.

ARTICLE II
POWERS

Section 2.01. Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers including, but not limited to the making and entering into contracts.

Section 2.02. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in Government Code Section 6509 et seq., and to the restrictions upon the manner of exercising such powers that are imposed upon the County District in the exercise of similar powers.

ARTICLE III
GOVERNING BODY

Section 3.01. Governing Board. The Authority shall be administered by a Board of Directors ("Board"), one appointed by each of the Member entities with a designation of two alternative Directors to serve as a replacement for the appointed Director as needed, to serve at the pleasure of their appointive governing body. The Board shall be called the "Eastern San Joaquin County Groundwater Basin Authority Board". All voting power of the Authority shall reside in the Board.

A. The governing body of the Authority shall be a Board of Directors ("Board") which shall consist of Directors who shall be appointed as follows:

(1) A representative of the governing body of each Member as appointed by the Member entities.

(2) A representative of the following private water purveyors or investor owned utilities, as appointed by the City of Stockton:

California Water Service Company

B. Prior to the appointment to the Board of the Directors described in subsection (A)(2) above, those represented entities shall submit a recommendation for appointment to the appointing authority. The appointing authority shall give consideration to such recommendations,

but shall retain the absolute discretion to appoint any person satisfying the criteria for appointment.

C. The Members shall appoint one or more persons with the required qualifications to serve as alternate Directors of the Board in the same manner as the Director is appointed by the Members. Any such alternates shall be empowered to cast votes in the absence of the regular Directors or, in the event of a conflict of interest preventing the regular Director from voting, to vote because of such a conflict of interest.

Section 3.02. Meetings of the Board. The Board shall provide for calling and conducting its regular meetings and special meetings, in accordance with Government Code Section 54950 et seq.

Section 3.03. Minutes. The Secretary shall cause to be kept summary minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause of copy of the summary minutes to be forwarded to each Director and to each of the Members.

Section 3.04. Voting. Each Director shall have one vote.

Section 3.05. Quorum; Required Votes; Approval. A quorum of the Board for the convening of any meeting shall consist of a majority of all Directors, or designated alternative Director. An affirmative vote of at least a majority of all Directors present in a quorum of the Board, or designated alterative Director shall be required for any action of the Board. Directors from member agencies who are delinquent in monetary contributions will not be allowed to vote. ~~Directors from member agencies who are delinquent in any past or present monetary contributions will be asked to voluntarily abstain from voting on all matters.~~

Section 3.06. Bylaws. The Board shall adopt bylaws and governing regulations consistent with this agreement, which may be amended from time to time, for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE IV
OFFICERS AND EMPLOYEES

Section 4.01. Chair, Vice-Chair, and Secretary. The Board member from the County District shall be the Chair and in the Board member's absence the alternate member from County District shall act as Chair. The Board shall elect a Vice-chair from among the Directors. The Vice-chair shall serve at the pleasure of the board, shall perform the duties normal to said office, and

A. The Chair shall represent the Board as directed by the Board and perform such other duties as may be imposed by said Board;

B. The Vice-chair shall act and perform all of the Chair's duties in the absence of the Chair; and

C. The San Joaquin County Director of Public Works shall be the Secretary and provide staff to the Authority. The Secretary shall act on behalf of the Authority and perform such other duties as may be imposed by the Board.

D. The Chair, Vice-chair, or Secretary or his designee may sign all contracts and agreements as approved by the Board.

Section 4.02. Treasurer and Auditor.

A. The County Treasurer shall be the depositary, shall have custody of all the money of the Authority from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Government Code Sections 6505 and 6505.5. The County Treasurer shall be responsible for receiving quarterly reports from the Secretary and verifying the balance of this report with respect to the balance as maintained by the records of the County Auditor.

B. The County Auditor shall have the duties and obligations of the Auditor set forth in Government Code Sections 6505 and 6505.5. The County Auditor shall assure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority.

Section 4.03. Officers in Charge of Records; Funds; and Accounts. Pursuant to Government Code Section 6505.1, the County Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 4.04. Employees and Consultants. The Board may make recommendations to the County District to hire employees and consultants ~~for the employment of employees or consultants~~ or may directly retain the services of consultants~~to provide services to the Authority to accomplish the purposes of the Authority~~. The County District on behalf of the Board ~~may employ employees and consultants and~~ may ~~execute contracts,~~ supervise, ~~and~~ direct, and provide payment for such employees and consultants.

ARTICLE V
ACCOUNTS AND REPORTS: FUNDS

Section 5.01. Accounts and Reports. The County Auditor shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the public and representatives of the Members. The Auditor, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members.

Section 5.02. Funds. The County Treasurer shall receive, have the custody of and disburse Authority funds on warrants drawn by the County Auditor as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement, or to carry out any of the provisions or purposes of this Agreement.

Section 5.03. Annual Budget. The Board shall adopt a budget for the Authority. The County District shall provide funding for the Authority from Water Investigation Zone No. 2 if approved by the Board of Supervisors as set forth in the adopted budget for which the funds shall be limited to planning activities when using Zone 2 funds. Other member agencies shall make contributions which shall be included in the budget adopted by the BoardThe Board may adopt a budget which includes defined annual Membership dues in the form of monetary contributions. A Member's affirmative vote to approve a budget does not constitute consent to finance or otherwise participate in any project or projects within that budget.

Section 5.04. Intention for Reimbursement for Expenditures From Bond Proceeds. It is the intention of the Members that the advancement of monies by any Members for the expenses of the operational needs of the Authority may be reimbursed from the proceeds of bonds, if issued, for the water development projects undertaken by the Authority or by its successor organization, by vote of the Board.

ARTICLE VI
ASSOCIATE MEMBERSHIP

Section 6.01. The San Joaquin County Farm Bureau may be an associate member of the Authority with a representative serving as an associate member on the Board of the Authority. Associate members shall be entitled to participate in the meetings and discussions of the Board but associate members shall not have the power to vote on any action to be taken by the Authority or to become an officer or Director of the Authority.

ARTICLE VII
CONTEMPLATED PROJECT

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It is contemplated that some or all of the Members will enter into subsequent agreements for the construction, operation, and maintenance of a project. Participation in this Agreement is not a firm commitment by any individual Member to enter into a project. This Agreement shall not prohibit independent projects by Members.

ARTICLE VIII
TERM; WITHDRAWAL; TERMINATION

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Section 7.01. Term. The Members hereby agree to re-establish the Eastern San Joaquin County Groundwater Basin Authority, through June 30, 2015. This Agreement shall remain in effect until terminated by mutual agreement of all the parties hereto.The term may be automatically extended to coincide with the fulfillment of any outstanding agreements or contracts. The Board may also take action to extend the term of this agreement.

Section 7.02. Withdrawal of Member. A Member may terminate its Membership in the Authority at any time upon giving written notice of the withdrawal to the Authority. The withdrawal of Membership does not entitle the withdrawing Member to dues previously paid.

Section 7.03. Disposition of Assets. Upon termination of this Agreement, all remaining net assets of the Authority, both real and personal, shall be transferred to the County District.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended by the Board at any time, or from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year set opposite the name of the parties.

ATTEST: MIMI DUZENSKI
Clerk of the Board of Supervisors
of the San Joaquin County Flood
Control and Water Conservation District

By _____(SEAL)
Deputy Clerk

SAN JOAQUIN COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By _____
~~ROBERT V. ELLIOTT~~KATHERINE MILLER, Chai~~rman~~
Board of Supervisors
"COUNTY DISTRICT"

ATTEST:

_____
CLERK

CITY OF STOCKTON, a municipal
corporation of the State of California

By: _____

Title: _____

"STOCKTON"

ATTEST:

_____

CITY OF LODI, a municipal corporation
of the State of California

By: _____

CLERK

Title _____

"LODI"

ATTEST:

STOCKTON-EAST WATER DISTRICT

_____
CLERK

By: _____

Title: _____

"SEWD"

ATTEST:

CENTRAL SAN JOAQUIN WATER CONSERVATION DISTRICT

_____
CLERK

By : _____

Title: _____

"CENTRAL"

ATTEST:

WOODBRIDGE IRRIGATION DISTRICT

_____
CLERK

By: _____

Title: _____

"WOODBRIDGE"

ATTEST:

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

_____
CLERK

By: _____

Title: _____

"NSJWCD"

ATTEST:

CITY OF MANTECA, a municipal corporation of the State of California

_____
CLERK

By: _____

Title: _____

"MANTECA"

ATTEST:

CITY OF LATHROP, a municipal corporation of the State of California

_____
CLERK

By: _____

Title: _____

"LATHROP"

ATTEST:

CITY OF RIPON, a municipal corporation of the State of California

_____
CLERK

By: _____

Title: _____

"RIPON"

ATTEST:

CITY OF ESCALON, a municipal corporation of the State of California

_____
CLERK

By: _____

Title: _____

"ESCALON"

ATTEST:

SOUTH SAN JOAQUIN
IRRIGATION DISTRICT

_____
CLERK

By: _____

Title: _____

"SSJID"

ATTEST:

CENTRAL DELTA WATER AGENCY

_____
CLERK

By: _____

Title: _____

"CENTRAL DELTA"

ATTEST:

SOUTH DELTA WATER AGENCY

_____
CLERK

By: _____

Title: _____

"SOUTH DELTA"

APPROVED AS TO FORM:

By _____
LAWRENCE P. MEYERS
Deputy County Counsel

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AMENDED AND RESTATED JOINT EXERCISE OF
POWERS AGREEMENT OF THE EASTERN SAN JOAQUIN
COUNTY GROUNDWATER BASIN AUTHORITY

==========

WHEREAS, the Eastern San Joaquin County Groundwater Basin Authority (GBA) works collectively to develop locally-supported groundwater projects to strengthen water supply reliability in Eastern San Joaquin County; and

WHEREAS, the changes in the Amended and Restated Joint Exercise of Powers Agreement are described as follows:

1. Adds three new members, including Ripon, Escalon, and Manteca
2. Adds a new GBA goal to develop an implementation strategy for the State Groundwater Management Act
3. Adds Section 3.05 to the Agreement, “Directors from member agencies who are delinquent in monetary contributions will not be allowed to vote.”
4. Modifies the term of the Agreement to, “This agreement shall remain in effect until terminated by mutual agreement of all parties hereto.”
5. Minor clarifications of a few sections

WHEREAS, staff recommends authorizing the City Manager to execute the Amended and Restated Joint Exercise of Powers Agreement of the Eastern San Joaquin County Groundwater Basin Authority.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amended and Restated Joint Exercise of Powers Agreement of the Eastern San Joaquin County Groundwater Basin Authority (attached).

Dated: September 2, 2015

==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

A-15-1

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT EASTERN SAN JOAQUIN COUNTY GROUNDWATER BASIN AUTHORITY

THIS AGREEMENT is made by and among the San Joaquin County Flood Control and Water Conservation District ("County District"), the City of Stockton ("Stockton"), the City of Lodi ("Lodi"), Stockton-East Water District ("SEWD"), Central San Joaquin Water Conservation District ("Central"), Woodbridge Irrigation District ("Woodbridge"), North San Joaquin Water Conservation District ("NSJWCD"), City of Manteca ("Manteca"), City of Lathrop ("Lathrop"), City of Ripon ("Ripon"), City of Escalon ("Escalon"), South San Joaquin Irrigation District ("SSJID"), Central Delta Water Agency ("Central Delta") and South Delta Water Agency ("South Delta") collectively called the "Members". The Members hereby agree as follows:

ARTICLE I
GENERAL PROVISIONS

Section 1.01. Creation of Authority. Pursuant to California Government Code Section 6500 et seq. there is hereby created a public entity to be known as the "Eastern San Joaquin County Groundwater Basin Authority" which shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 1.02. Purpose. The purpose of this Agreement is to provide a consensus-based forum of public water interests concerning Eastern San Joaquin County that will work cooperatively with unanimity toward achieving the goal as defined in Section 1.03 and speak on behalf of the Members with one voice.

Section 1.03. Goal. The long-term goal of the Authority is to facilitate the development of locally supported projects that improve water supply reliability and/or improve groundwater level in Eastern San Joaquin County and to provide benefits to project participants and San Joaquin County as a whole. The Authority's short-term goals are as follows:

(a) To develop and maintain the Eastern San Joaquin County Integrated Regional Water Management Plan (IRWMP).

(b) To facilitate the financing and construction of specific projects contained in the adopted IRWMP.

(c) To apply for grant funding to support the activities of the Authority, its member agencies, and San Joaquin County as a whole.

(d) To develop a strategy for the implementation of the Sustainable Groundwater Management Act of 2014.

ARTICLE II
POWERS

Section 2.01. Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers including, but not limited to the making and entering into contracts.

Section 2.02. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in Government Code Section 6509 et seq., and to the restrictions upon the manner of exercising such powers that are imposed upon the County District in the exercise of similar powers.

ARTICLE III
GOVERNING BODY

Section 3.01. Governing Board. The Authority shall be administered by a Board of Directors ("Board"), one appointed by each of the Member entities with a designation of two alternative Directors to serve as a replacement for the appointed Director as needed, to serve at the pleasure of their appointive governing body. The Board shall be called the "Eastern San Joaquin County Groundwater Basin Authority Board". All voting power of the Authority shall reside in the Board.

A. The governing body of the Authority shall be a Board of Directors ("Board") which shall consist of Directors who shall be appointed as follows:

(1) A representative of the governing body of each Member as appointed by the Member entities.

(2) A representative of the following private water purveyors or investor owned utilities, as appointed by the City of Stockton:

California Water Service Company

B. Prior to the appointment to the Board of the Directors described in subsection (A)(2) above, those represented entities shall submit a recommendation for appointment to the appointing authority. The appointing authority shall give consideration to such recommendations, but shall retain the absolute discretion to appoint any person satisfying the criteria for appointment.

C. The Members shall appoint one or more persons with the required qualifications to serve as alternate Directors of the Board in the same manner as the Director is appointed by the Members. Any such alternates shall be empowered to cast votes in the absence of the regular Directors or, in the event of a conflict of interest preventing the regular Director from voting, to vote because of such a conflict of interest.

Section 3.02. Meetings of the Board. The Board shall provide for calling and conducting its regular meetings and special meetings, in accordance with Government Code Section 54950 et seq.

Section 3.03. Minutes. The Secretary shall cause to be kept summary minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause of copy of the summary minutes to be forwarded to each Director and to each of the Members.

Section 3.04. Voting. Each Director shall have one vote.

Section 3.05. Quorum; Required Votes; Approval. A quorum of the Board for the convening of any meeting shall consist of a majority of all Directors, designated alternative Director present in place of a Director shall count towards establishing a quorum. An affirmative vote of at least a majority of all Directors or designated alternative Directors present in a quorum of the Board shall be required for any action of the Board. Directors from member agencies that are delinquent in monetary contributions shall abstain from voting on any matter before the Board.

Section 3.06. Bylaws. The Board shall adopt bylaws and governing regulations consistent with this agreement, which may be amended from time to time, for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE IV
OFFICERS AND EMPLOYEES

Section 4.01. Chair, Vice-Chair, and Secretary. The Board member from the County District shall be the Chair and in the Board member's absence the alternate member from County District shall act as Chair. The Board shall elect a Vice-chair from among the Directors. The Vice-chair shall serve at the pleasure of the board, shall perform the duties normal to said office, and

A. The Chair shall represent the Board as directed by the Board and perform such other duties as may be imposed by said Board;

B. The Vice-chair shall act and perform all of the Chair's duties in the absence of the Chair; and

C. The San Joaquin County Director of Public Works shall be the Secretary and provide staff to the Authority. The Secretary shall act on behalf of the Authority and perform such other duties as may be imposed by the Board.

D. The Chair, Vice-chair, or Secretary or his designee may sign all contracts and agreements as approved by the Board.

Section 4.02. Treasurer and Auditor.

A. The County Treasurer shall be the depositary, shall have custody of all the money of the Authority from whatever source, and shall have the duties and obligations of the

Treasurer as set forth in Government Code Sections 6505 and 6505.5. The County Treasurer shall be responsible for receiving quarterly reports from the Secretary and verifying the balance of this report with respect to the balance as maintained by the records of the County Auditor.

B. The County Auditor shall have the duties and obligations of the Auditor set forth in Government Code Sections 6505 and 6505.5. The County Auditor shall assure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority.

Section 4.03. Officers in Charge of Records; Funds; and Accounts. Pursuant to Government Code Section 6505.1, the County Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 4.04. Employees and Consultants. The Board may make recommendations to the County District to hire employees and consultants or may directly retain the services of consultants. The County District on behalf of the Board may supervise, direct, and provide payment for such employees and consultants.

ARTICLE V
ACCOUNTS AND REPORTS: FUNDS

Section 5.01. Accounts and Reports. The County Auditor shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the public and representatives of the Members. The Auditor, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members.

Section 5.02. Funds. The County Treasurer shall receive, have the custody of and disburse Authority funds on warrants drawn by the County Auditor as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement, or to carry out any of the provisions or purposes of this Agreement.

Section 5.03. Annual Budget. The Board shall adopt a budget for the Authority. The County District shall provide funding for the Authority from Water Investigation Zone No. 2 if approved by the Board of Supervisors for which the funds shall be limited to planning activities. The Board may adopt a budget which includes defined annual Membership dues in the form of monetary contributions. A Member's affirmative vote to approve a budget does not constitute consent to finance or otherwise participate in any project or projects within that budget.

Section 5.04. Intention for Reimbursement for Expenditures From Bond Proceeds. It is the intention of the Members that the advancement of monies by any Members for the expenses of the operational needs of the Authority may be reimbursed from the proceeds of bonds, if

issued, for the water development projects undertaken by the Authority or by its successor organization, by vote of the Board.

ARTICLE VI
ASSOCIATE MEMBERSHIP

Section 6.01. The San Joaquin County Farm Bureau may be an associate member of the Authority with a representative serving as an associate member on the Board of the Authority. Associate members shall be entitled to participate in the meetings and discussions of the Board but associate members shall not have the power to vote on any action to be taken by the Authority or to become an officer or Director of the Authority.

ARTICLE VII
CONTEMPLATED PROJECT

It is contemplated that some or all of the Members will enter into subsequent agreements for the construction, operation, and maintenance of a project. Participation in this Agreement is not a firm commitment by any individual Member to enter into a project. This Agreement shall not prohibit independent projects by Members.

ARTICLE VIII
TERM; WITHDRAWAL; TERMINATION

Section 7.01. Term. The Members hereby agree to re-establish the Eastern San Joaquin County Groundwater Basin Authority. This Agreement shall remain in effect until terminated by mutual agreement of all the parties hereto..

Section 7.02. Withdrawal of Member. A Member may terminate its Membership in the Authority at any time upon giving written notice of the withdrawal to the Authority. The withdrawal of Membership does not entitle the withdrawing Member to dues previously paid.

Section 7.03. Disposition of Assets. Upon termination of this Agreement, all remaining net assets of the Authority, both real and personal, shall be transferred to the County District.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended by the Board at any time, or from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year set opposite the name of the parties.

ATTEST: MIMI DUZENSKI
Clerk of the Board of Supervisors
of the San Joaquin County Flood
Control and Water Conservation District

By _____(SEAL)
Deputy Clerk

SAN JOAQUIN COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By _____
KATHERINE M. MILLER, Chair
Board of Supervisors
"COUNTY DISTRICT"

ATTEST:

_____
CLERK

CITY OF STOCKTON, a municipal
corporation of the State of California

By: _____

Title: _____

"STOCKTON"

ATTEST:

_____
CLERK

CITY OF LODI, a municipal corporation
of the State of California

By: _____

Title _____

"LODI"

Approved as to form _____
City Attorney

ATTEST:

_____
CLERK

STOCKTON-EAST WATER DISTRICT

By: _____

Title: _____

"SEWD"

ATTEST:

CENTRAL SAN JOAQUIN WATER CONSERVATION DISTRICT

_____
CLERK

By : _____

Title: _____

"CENTRAL"

ATTEST:

WOODBRIDGE IRRIGATION DISTRICT

_____
CLERK

By: _____

Title: _____

"WOODBRIDGE"

ATTEST:

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

_____
CLERK

By: _____

Title: _____

"NSJWCD"

ATTEST:

CITY OF MANTECA, a municipal corporation of the State of California

_____
CLERK

By: _____

Title: _____

"MANTECA"

CITY OF LATHROP, a municipal corporation of the State of California

ATTEST:

_____
CLERK

By: _____

Title: _____

"LATHROP"

CITY OF RIPON, a municipal corporation of the State of California

ATTEST:

_____
CLERK

By: _____

Title: _____

"RIPON"

CITY OF ESCALON, a municipal corporation of the State of California

ATTEST:

_____
CLERK

By: _____

Title: _____

"ESCALON"

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

ATTEST:

_____
CLERK

By: _____

Title: _____

"SSJID"

ATTEST:

CENTRAL DELTA WATER AGENCY

_____
CLERK

By: _____

Title: _____

"CENTRAL DELTA"

ATTEST:

SOUTH DELTA WATER AGENCY

_____
CLERK

By: _____

Title: _____

"SOUTH DELTA"

APPROVED AS TO FORM:

By _____
LAWRENCE P. MEYERS
Deputy County Counsel

AGENDA ITEM C-10

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute the State Homeland Security Grant MOU and Appropriate Funds ($50,000)

MEETING DATE: September 2, 2015

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute the State Homeland Security Grant MOU and appropriate funds in the amount of $50,000.

BACKGROUND INFORMATION: The 2014 State Homeland Security Grant Program (SHSGP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSGP supports the implementation of the National Preparedness Guidelines, the National Incident Management System, and the National Response Framework.

The SHSGP enables jurisdictions to further enhance and sustain a comprehensive regional mass casualty response capability during the first critical hours of an incident. The program prepares jurisdictions for response to all-hazards mass casualty incidents, including terrorism, naturally occurring events, and large scale hazardous material incidents.

On October 15, 2014, Council accepted the donation from the State Homeland Security Grant Program ($50,000) to purchase the Ballistic Armored Tactical Transport (BATT). The BATT is built on a standard Ford F-550 frame with a diesel engine. It provides significant ballistic protection, as well as the ability to transport 12 or more personnel at a time. Staff recommends executing the State Homeland Security Grant MOU and appropriating the funds in the amount of $50,000.

FISCAL IMPACT: Appropriating the funds from the State Homeland Security Grant MOU will will not impact the General Fund or other funding sources.

FUNDING AVAILABLE: 2014 State Homeland Security Grant ($50,000)

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Tod Patterson
Interim Chief of Police

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

COUNTY OF SAN JOAQUIN

Information Systems Division

44 North San Joaquin Street, Suite 455
Stockton, California 95202
Telephone: (209) 468-3940
Fax: (209) 468-2178

JERRY BECKER
DIRECTOR

DAVID NEWAJ
ASSISTANT DIRECTOR

AUSTIN ERDMAN
REGISTRAR OF VOTERS

TURA MORICE
HOSPITAL CIO

AGREEMENT BETWEEN THE COUNTY OF SAN JOAQUIN AND THE CITY OF LODI GRANTING PROGRAM FUNDS FOR THE DISTRIBUTION OF 2014 HOMELAND SECURITY GRANT PROGRAM FUNDS

This Agreement is made and entered on this day, _____ day of _____, 2015 by and between the County of San Joaquin, a political subdivision of the State of California, located at 44 N. San Joaquin Street, Stockton, CA 95202, hereinafter referred to as "County", and the City of Lodi, a municipal corporation, hereinafter referred to as "City", both of whom are collectively referred to as the "parties".

RECITALS

WHEREAS, the 2014 State Homeland Security Grant Program (SHSGP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition SHSGP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF);

WHEREAS, the SHSGP enables jurisdictions to further enhance and sustain a comprehensive regional mass casualty response capability during the first critical hours of an incident. The program prepares jurisdictions for response to all-hazards mass casualty incidents, including terrorism, naturally occurring events, and large scale hazardous material incidents;

WHEREAS, the California Office of Emergency Services (CalOES) has designated the County of San Joaquin as the Operational Area for purposes of distributing SHSGP funds to the cities, special districts, and other entities within the County's jurisdiction;

WHEREAS, the COUNTY has designated its Information Systems Director as the Grant Administrator for the SHSGP and an Approval Authority has been appointed for the purpose of approving the distribution of the SHSGP funds at the Operational level; and,

WHEREAS, on November 4, 2014, the San Joaquin County Board of Supervisors accepted the CalOES award in the amount of $791,157 and approved the allocation of funds within the application as determined by the Approval Authority.

NOW, THEREFORE, the parties agree as follows:

Article I. Payment

1. Payment Eligibility

Unless otherwise approved in advance by the San Joaquin County Grants Administration (hereinafter "grants administrator"), only actual cash disbursement by the City for a claimed expense is eligible for reimbursement by the County as approved and specified in Exhibit A, Grant Reimbursement Checklist, which is attached hereto and hereby incorporated into this Agreement.

2. Amount of Payment
The County will provide the City, unless otherwise specified, with the equipment, supplies and/or other resources set forth in Exhibit A, Grant Reimbursement Checklist. Specifications for such equipment shall be provided by the City's requesting agency to the County for the appropriate procurement process. City's requesting agency will be notified when the procurement process is complete for final approval of equipment prior to the order being placed. If, through previous agreement with the County, the City is to procure its own equipment, performance milestone dates will apply (refer to Article II, section 3 (a), below).

The County may reallocate SHSGP funds as specified in Article I, section 3 of the Agreement. County does not guarantee a minimum payment to the City.

Funds in the amount of $50,000 have been allocated for Project B: Tactical Vehicle; this consist of $14,400 for the tactical vehicle and $35,600 for the tactical vehicle performance bond.

For County Departments, reimbursement will be made via inter-county transfer. For all others, a county warrant will be issued.

3. Maximum Amount Payable
Subject to the availability of funds and the priorities established for the Approval Authority, the maximum amount of SHSGP funds payable by the County to the City under this agreement must not exceed the total amount the approved 2014 Project B: Tactical Vehicle as allocated by the County Approval Authority.

4. Reallocation of SHSGP Funds
For the purpose of maximizing the resources available for disaster preparedness within the Operational Area, the City agrees that the County Approval Authority may reallocate funds under this agreement to the City or another applicant if the County determines that a City is unable to utilize the amount allocated under this agreement. County may base its determination on factors that include, but are not limited to the following: delivery timelines, fund expenditure capabilities, and timelines of expenditure. County will notify the City in writing of any determination to reallocate funds, by issuing a "Notice of Reallocation." SHSGP funds will be put forth to the County Approval Authority for reallocation. The City agrees that the County has the authority to increase or decrease the minimum amount payable under this agreement as specified in the Notice of Reallocation document without liability and County has the authority to amend Exhibit A, Grant Reimbursement Checklist accordingly. Upon issuance, the Notice of Reallocation will automatically become part of this agreement.

Article II Use of Funds

1. Scope of Services

a. If the City has been allocated funding for a project, Exhibit A Grant Reimbursement Checklist, will serve as the basis for the project. A further detailed description may be necessary and will be requested by the County if needed to be incorporated by reference herein. If future funding is allocated, the City will provide a detailed description of the approved project to be attached hereto and incorporated by reference herein.
b. The City will use the funds granted under this Agreement only for the purpose of obtaining equipment, training and exercise and implementing applicable programs authorized under the 2014 Homeland Security Grant program.
c. The City will use funds and equipment granted under this Agreement in a manner consistent with:
    a. The applications submitted by the County to the State for the grant under this agreement;
    b. The grant guidance issued by the State for the grant under Agreement; and
    c. The notifications issued by the State of the approval of the grant under this agreement.
    d. The documents described in Article II 1(c) (1)-(3) of this agreement (collectively "State Grant Requirements") are on file with the County. The City hereby acknowledges that it has received information regarding the State Grant Requirements.

2. Master Grant Obligations
    a. The City agrees to comply with all applicable requirements and assurances contained in the State Grant Requirements and attached as Exhibit B, "Grant Assurances". The City may designate vendors to fulfill their obligations, including all State Grant Requirements and Grant Assurances.

    b. If any provision of this Agreement conflict with the State Grant Requirements, the provisions of the State Grant Requirements will control.

    c. The City shall establish and maintain administrative, programmatic and fiscal management records in accordance with federal and state requirements, and;

        1. Maintain financial managements systems that support grant activities in accordance with federal and state requirements, including but not limited to requirements in 44 Code of Federal Regulations (CFR) Part 13.20.
        2. The County of San Joaquin will provide and affix equipment tracking numbers for all equipment purchased through our procurement process. Using the County tracking numbers, the City will maintain an equipment tracking ledger that tracks the equipment within their City and complies with federal and state requirements, included but not limited to requirements in 44 CFR Parts 13.32 and 13.33.

d. The City will ensure that any contractors with which the City enters any agreement comply with the certification requirements under 44 CFR Part 13.35 "Sub-Award to Debarred and Suspended Parties."

3. Performance and Reporting Requirements
   a. If previously approved by the County and the City is conducting the purchase process, the City will comply with the performance milestone dates as indicated on Exhibit A, Grant Reimbursement Checklist.
   b. Performance reports, indicating status of outstanding projects due to the County Grants Administrator identified in Article V, Section 1 as follows:
      Performance Period 1 (May 31, 2015-December 31, 2015)-Due January 15, 2016
      Performance Period 2 (January 1, 2016-June 30, 2016)-Due July 15, 2016
   c. The County will provide the City with a report template (Exhibit C, "Performance Report"), and the City will utilize the template.
   d. Payments made by County to the City are conditioned upon the timely receipt of applicable, accurate, and complete reports, including supporting documents, to be submitted by the City.
   e. The City will notify the County representative identified in Article V, Section 1, within 15 days, when the City has completed all performance obligations for these grants.
   f. City will provide single audit reports to County by July 31st of every fiscal year.

4. Disallowances
   a. Unless otherwise approved in advance by Grants Administrator, the County will not process any claims for reimbursement submitted by City without proof of actual cash disbursement by City for expenses claimed.
   b. During the term of this Agreement the County is not obligated to honor any claim for payment that is submitted more than three months following the date the service for which payment is requested.
   c. All requests for reimbursement must be submitted by March 30, 2016. County will not process any claims submitted after this date.

Article II Term and Termination

1. Term of Agreement
   This agreement is effective from July 21, 2015 to July 31, 2016.

2. Termination
   Either party may terminate this Agreement for cause upon written notice to the other. Cause includes, but is not limited to a material breach of this Agreement, or a violation of any applicable laws.

3. Opportunity to cure. The non-breaching party will give written notice of the breach to the breaching party, specifying the breach. The breaching party will not be deemed in default hereunder and the non-breaching party will not institute the proceedings or exercise any remedies against the breaching party unless the breach has not been cured, corrected or remedied within thirty (30) days after giving of such notice of breach or within such longer period as may be

reasonable required to cure, correct or remedy the breach, provided the breaching party has commenced such cure, correction or remedy within such thirty (30) day period and diligently and continuously pursues such cure, correction or remedy.

4. If this agreement is terminated, the City will return funding in accordance with grant guidelines.

5. This agreement is contingent upon the appropriation of sufficient funding by the State and County for the services covered by this agreement. If funding is reduced or deleted for the services covered by this agreement, the County has the option to either terminate this agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

Article IV. Liabilities

1. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and the City agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

Article V. Miscellaneous

1. Notice

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, addressed to the other party at the address set forth below or at such other address as the party may designate in writing:

To the City:

City of Lodi
Police Department
215 W. Elm Street
Lodi, CA 95240

To the County:

San Joaquin County
Information Systems Division
44 N. San Joaquin Street, Suite 455
Stockton, CA 95202

2. Compliance and Nondiscrimination
The parties will comply with all applicable Federal, State, and local laws and regulations. Such laws include but are not limited to the Following: Title VII of the Civil Rights Act of 1964 as amended, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (Sections 503 and 504), the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), and California Labor Code sections 1101 and 1102. The parties will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will the parties discriminate in the provision of services provided under this agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

3. Governing Law
This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

4. Assignment
The parties may not assign this agreement or the rights and obligations hereunder without the specific written consent of the other.

5. Entire Agreement
This document represents the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

6. Amendments
This Agreement may only be amended by an instrument signed by the parties.

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

8. Severability
If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with the applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

9. Waiver
No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and will apply solely to the specific instance expressly stated.

10. Conflict of Interest
In accepting this Agreement, City covenants that it presently has no interest and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. City is responsible for assuring compliance of its subcontractors, if any, with the requirements of this provision.

11. Certified Resolution of Signature Authority
Upon request of San Joaquin County, City will deliver to San Joaquin County a copy of the resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of the City.

IN WITNESS WHEROF, the PARTIES do hereby agree to the full performance of the terms set forth herein.

CITY OF LODI, a municipal corporation

By:_____
Stephen Schwabauer
City Manager

Attest:

By:_____
Jennifer M. Ferraiolo
City Clerk

Approved as to form

By:_____
Janice D. Magdich
City Attorney

COUNTY OF SAN JOAQUIN

By:_____
Title:

Attest: Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By:_____
Clerk of the Board of Supervisors of
the County of San Joaquin,
State of California

Approved as to form

By:_____
Lawrence P. Meyers
Deputy County Counsel

Exhibit A Grant Reimbursement Checklist
Exhibit B Grant Assurances
Exhibit C Performance Report Template

GRANT REIMBURSEMENT CHECKLIST

EXHBIT A

GRANT DETAILS

GRANT NAME	State Homeland Security Grant #2014-00093
GRANT YEAR	FY2014
GRANT SOURCE	Homeland Security Grant
GRANT PROJECT NAME	Project B: Tactical Vehicle
PROJECT ALLOCATION	$50,000 (Tactical Vehicle bond $35,600 and tactical vehicle $14,400)

CHECKLIST

THE ITEMS BELOW MUST BE SUBMITTED TO SAN JOAQUIN COUNTY IN ORDER TO RECEIVE REIMBURSEMENT FOR GRANT FUNDED PROJECTS. ALL PROCUREMENTS MUST FOLLOW 2 CFR PART 200 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) AS STATED IN THE MOU:

Submitted prior to initiating procurement of approved item. Approval of EHP and Sole Source Forms must be received prior to initiating procurement.

Item Description	Check when Completed	Date Due to County
Approved Procurement Policy		10/31/2014
Environmental and Historical Preservation Submittal, if required	n/a	
Sole Source Request Form(s)		10/31/2014

Copy of Purchasing Documents (per requisition/procurement)

Written Specification developed by agency/consultant		10/31/2014
Requisition/Request for purchase		10/31/2014
Bids, RFP, RFQ, if applicable		10/31/2014
Bid Opening (notice/minutes)		10/31/2014
Notice letter to rejected bidders, if applicable		10/31/2014
Notice letter to awarded bidder, if applicable		10/31/2014
Letter requesting information why no bid, if applicable		10/31/2014
Final Contract, if applicable		10/31/2014
Purchase order and any change order		10/31/2014

Copy of Federal Excluded Parties List Search Results (https://www.sam.gov/portal/SAM/#1)

Copy of screen shot showing that vendor is not on list		10/31/2014

GRANT REIMBURSEMENT CHECKLIST

Copy of All Vendor Invoices for the Purchase

All invoices must include the following information on the invoice itself:

Grant Year, Name and Project Number		6/30/2015
Full PO Number		6/30/2015
Unique Invoice Number		6/30/2015
"Payable to" address and person/department (not just letterhead address)		6/30/2015
Description of product/service delivered as shown on PO line items		6/30/2015

The following must be completed by a Supervisor on each invoice prior to submitting for payment:

Stamp or written confirmation on the invoice of grant and project number, source of funds, project budget with dated original signature of Supervisor		6/30/2015
If purchased by the City, an invoice to San Joaquin County, for the reimbursement amount requested.		6/30/2015

Copies of Receipt/Payment Documents (per individual requisition/purchase):

Copy of warrant check or		6/30/2015
Copy of Voucher Entry (to show receipt, invoice, payment date, and warrant number)		6/30/2015

The following additional information must be submitted with copy of invoice:

IF SERVICE

Detailed Description of work performed with date and hours for each day of work billed (total should add to total on invoice)		
Copy of receipts for direct expenses billed as allowed by contract		

IF EQUIPMENT

List of items received by model/type with quantity, serial number(s), AEL title and number from approved equipment list, and location where the item has been installed or permanently stored.		6/30/2015
Copy of shipping papers (may contain serial# and model# but must be organized in an intelligible manner showing location installed/stored.		6/30/2015
Depreciation schedule for each type of item per industry standard or purchasing standards.		6/30/2015

GRANT REIMBURSEMENT CHECKLIST

Performance Bond for any equipment item over $250,000 or any vehicle, aircraft or watercraft, financed with homeland security dollars.		10/31/2014

INVENTORY

In addition to shipping papers, vendors are required to provide an organized list of equipment delivered by type/model with serial # if applicable.		6/30/2015
All equipment over $1,000 per unit must be labeled with "Department of Homeland Security" by vendor and a digital picture taken of its installation location.		6/30/2015
Agencies receiving equipment must have written procedures for maintenance and operation of equipment. One (1) copy must be provided to San Joaquin County.		6/30/2015

EXHIBIT B

California Governor's Office of Emergency Services
FY 2014 Grant Assurances
(All HSGP Applicants)

Name of Applicant: San Joaquin County

Address: 44 N. San Joaquin Street, Suite 455

City: Stockton State: CA Zip Code: 95202

Telephone Number: (209) 468-3960 Fax Number: (209) 468-2178

E-Mail Address: jbecker@sjgov.org

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that the Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, the California Supplement to the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, and all applicable laws and regulations.

2. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2014 Homeland Security Grant Program application. Further, use of FY2014 funds is limited to those investments included in the California FY2014 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.

3. Understands that in the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

4. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).

5. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.

6. Will comply with any cost sharing commitments included in the FY2014 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.

7. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.

Initials JB

8. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.

9. Agrees, and will require any subrecipient, contractor, successor, transferee, and assignee to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
   a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS or Cal OES.
   b. Recipients must give DHS and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS and Cal OES program guidance, requirements, and applicable laws.
   c. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance, and recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
   d. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
   e. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

   The United States has the right to seek judicial enforcement of these obligations.

10. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.

11. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.

12. Understands that a hold is in place on Fusion Center activities and the applicant is prohibited from obligating, expending, or drawing down HSGP – UASI funds in support of their State and/or Major Urban Area Fusion Center. Cal OES will notify the subgrantee in writing when DHS/FEMA has lifted the hold.

13. Will initiate and complete the work within the applicable timeframe (subgrantee performance period), in accordance with grant award terms and requirements, after receipt of approval from Cal OES and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.

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14. Will provide timely, complete and accurate progress reports, and maintain appropriate support documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.

15. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.

16. Agrees to be non-delinquent in the repayment of any Federal debt. Examples of relevant debt , include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

17. Will comply with the requirements of 31 U.S.C. § 3729, which set forth that no subgrantee, recipient or subrecipient of federal payments, shall submit a false claim for payment, reimbursement, or advance. Administrative remedies may be found in 38 U.S.C. §§ 3801-3812, addressing false claims and statements made.

18. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

19. Will comply with the Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), which are also located found within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; will comply with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

20. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide; OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.

21. Will comply with all provisions of the Federal Acquisition Regulations, including but not limited to Title 48 CFR Part 31.2, part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

22. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

23. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.

24. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.

25. Will comply with all applicable lobbying prohibitions and laws, including those found 31 U.S.C.§ 1352., and agrees that none of the funds provided under this award may be expended by the recipient to pay any

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person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement.

26. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.

27. Will comply with Title 2 of the Code of Federal Regulations Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

28. Will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

29. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of structures.

30. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:
    a. Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
    c. The Americans with Disabilities Act, as amended, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12101 et seq.).
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
    e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
    f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
    g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
    h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
    i. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
    j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.
    k. The requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
    l. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national

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origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.

n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

31. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

32. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.

33. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/ and Cal OES and the appropriate State Historic Preservation Office.

34. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA GPD EHP.

35. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening From for these types of projects is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc.

36. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

37. Will provide any information requested by DHS/FEMA/ and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:

    a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).

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b. Notification of violating facilities pursuant to EO 11738.
c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.).
d. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
e. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and California Code of Regulations, Title 14, Chapter 3 §§ 15000-15007.
f. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
g. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC § 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

38. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.

39. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

40. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.

41. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with Federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.

42. Will comply with the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

43. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

44. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work

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includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations). The recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

45. Recipients receiving Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
    a. Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the Federal or State government.
    b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
    c. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
    d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
    e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of $100 per Federal Fiscal Year.

46. Understands that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

47. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

48. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

49. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and granted access to such information by appropriate authorities.

50. Agrees that where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subrecipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: http://www.dhs.gov/xopnbiz/grants/index.shtm

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51. Immediately upon determination by the award recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, and the applicable Federal department or agency, for approval and processing instructions.

    DHS Office of Security ISPB contact information:
    Telephone: 202-447-5346
    Email: DD254AdministrativeSecurity@dhs.gov
    Mail: Department of Homeland Security
    Office of the Chief Security Officer
    ATTN: ASD/Industrial Security Program Branch
    Washington, D.C. 20528

52. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.

    For purposes of this award term, the following definitions will apply:
    a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at http://fedgov.dnb.com/webform.
    b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
    c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see section 210 of the attachment to OMB Circular A-133,"Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
    d. "Subrecipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the Federal funds provided by the subaward.

53. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally-assisted construction sub-agreements.

54. Agrees that equipment acquired or obtained with grant funds:
    a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
    b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

55. Will comply with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents. The adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent

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nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.

56. Will comply with OMB Standard Form 424B Assurances – Non construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.

57. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Applicant certifies that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
    b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
    d. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

58. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

59. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is

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in effect, or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

62. Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and services. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Recipient shall comply with DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

63. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

64. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

65. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

66. Will comply with the requirements of section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

67. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

68. Will comply with the requirements of Executive Order 11990, which provides that federally-funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction,

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and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

69. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

70. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
    a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
    b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2013, the obligation must be reported by no later than December 31, 2013.)
    c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.
    d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
        i. the total Federal funding authorized to date under this award is $25,000 or more;
        ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
        iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
        iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal

Initials

financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.

71. Understands that failure to comply with any of these assurances may result in suspension, termination, or reduction of grant funds.

72. The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: Jerry Becker

Printed Name of Authorized Agent: JERRY BECKER

Title: DIRECTOR Date: 10/29/14

COUNTY OF SAN JOAQUIN

Information Systems Division

44 North San Joaquin Street, Suite 455
Stockton, California 95202
Telephone: (209) 468-3940
Fax: (209) 468-2178

JERRY BECKER
DIRECTOR

DAVID NEWAJ
ASSISTANT DIRECTOR

AUSTIN ERDMAN
REGISTRAR OF VOTERS

TURA MORICE
HOSPITAL CIO

EXHIBIT C

PERFORMANCE REPORT

FISCAL YEAR 2014 State Homeland Security Grant Program

Reporting City: _____

Performance Period:
From _____ To _____

Mailing instructions:
Please complete the performance report and return it by mail to:

San Joaquin County
Information Systems Division
44 N. San Joaquin Street, Suite 455
Stockton, CA 95202

Questions regarding the completion of this performance report should be directed to the San Joaquin County Information System Division (209) 468-8433. Questions can also be sent via email to psauseda@sjgov.org.

Part I: City Contact Information

Name: _____

Title: _____

Mailing Address: _____

Phone: _____ Email: _____

Part II: City Activities

Directions: Complete the following items to reflect activities completed in your City during this reporting period.

1. Project Title:_____

2. Please explain the actions/processes being taken and estimated completion date.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Part III Signature of Preparer

I certify that I have prepared this report with the most timely and accurate information available.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	**Police Department**	5. DATE:	**8/17/15**
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	**120**	**1201**	**6153**	**SHSGP Grant**	**$ 50,000.00**
B. USE OF FINANCING	**120**	**1201031**	**7851**	**Vehicle Replacement Fund**	**$ 50,000.00**

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.

On October 15, 2014 Council accepted the donation from The State Homeland Security Grant Program in the amount of $50,000 to purchase the Ballistic Armored Tactical Transport (BATT). The BATT is built on a standard Ford F-550 frame with a diesel engine. It provides significant ballistic protection as well as the ability to transport 12 or more personnel at a time. Staff recommends executing The Stae Homeland Security Grant MOU and appropriating the funds in the amount of $50,000.0

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. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE THE STATE HOMELAND
SECURITY GRANT MEMORANDUM OF UNDERSTANDING
AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, the 2014 State Homeland Security Grant Program (SHSGP) supports the implementation of the State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSGP supports the implementation of the National Preparedness Guidelines, the National Incident Management Systems, and the National Response Framework; and

WHEREAS, the SHSGP enables jurisdictions to further enhance and sustain a comprehensive regional mass casualty response capability during the first critical hours of an incident. The program prepares jurisdictions for response to all-hazards mass casualty incidents, including terrorism, naturally-occurring events, and large-scale hazardous material incidents; and

WHEREAS, on October 15, 2014, Council accepted a donation from the State Homeland Security Grant Program in the amount of $50,000 to purchase the ballistic Armored Tactical Transport (BATT). The BATT is built on a standard Ford F-550 frame with a diesel engine. It provides significant ballistic protection, as well as the ability to transport 12 or more personnel at a time; and

WHEREAS, staff recommends executing the State Homeland Security Grant Memorandum of Understanding (MOU) and appropriating funds in the amount of $50,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the State Homeland Security Grant MOU; and

BE IT FURTHER RESOLVED that funds be appropriated in the amount of $50,000, as shown on the attached Appropriation Adjustment Request Form.

Dated: September 2, 2015

==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	**Police Department**	5. DATE:	**8/17/15**
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	**120**	**1201**	**6153**	**SHSGP Grant**	**$ 50,000.00**
B. USE OF FINANCING	**120**	**1201031**	**7851**	**Vehicle Replacement Fund**	**$ 50,000.00**

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.

On October 15, 2014 Council accepted the donation from The State Homeland Security Grant Program in the amount of $50,000 to purchase the Ballistic Armored Tactical Transport (BATT). The BATT is built on a standard Ford F-550 frame with a diesel engine. It provides significant ballistic protection as well as the ability to transport 12 or more personnel at a time. Staff recommends executing The Stae Homeland Security Grant MOU and appropriating the funds in the amount of $50,000.0

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

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

Department Head Signature: _____

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager Date

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

AGENDA ITEM C-11

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Authorize the Mayor to Sign a Letter in Response to the San Joaquin County Grand Jury Report on Unattended For-Profit Donation Bins

MEETING DATE: September 2, 2015

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Authorize the Mayor to sign a letter in response to the San Joaquin County Grand Jury report on unattended for-profit donation bins.

BACKGROUND INFORMATION: The 2014-2015 San Joaquin County Grand Jury's Report "Charity Begins at Home *Unattended For-Profit Donation Bins Proliferate Across County*" (Exhibit 1) seeks to address identified concerns regarding unattended donation bins in San Joaquin County and its seven cities, including:

- an increased number of unattended for-profit collection bins (14 sites countywide);
- unfair competition with non-profit charities for donations;
- private property rights; and
- additional burden on local code enforcement staff

The report claims that the lack of comprehensive and uniform regulation of the donation bins amongst San Joaquin County and its incorporated cities has resulted in confusion and the inability of local enforcement staff to appropriately address the land use. The report recommends that each jurisdiction enact ordinances that regulate the donation bins.

The attached letter responds to each finding of the Grand Jury report, as well as the recommendation that Lodi has sufficient authority under existing local regulations to address this matter.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Adam Brucker
Business Development Manager

Exhibit 1 - 2014-2015 San Joaquin County Grand Jury's Report
Exhibit 2 – Lodi Municipal Code Section 17.36.110 Recycling Facilities
Exhibit 3 – Letter from USAgain dated June 22, 2015

APPROVED: _____
Stephen Schwabauer, City Manager

CITY COUNCIL

BOB JOHNSON, Mayor
MARK CHANDLER,
Mayor Pro Tempore
DOUG KUEHNE
JOANNE MOUNCE
ALAN NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6700 / FAX (209) 333-6807
www.lodi.gov

STEPHEN SCHWABAUER
City Manager

JENNIFER M. FERRAIOLO
City Clerk

JANICE D. MAGDICH
City Attorney

September 2, 2015

Honorable Lesley D. Holland, Presiding Judge
San Joaquin County Superior Court
P.O. Box 201022
Stockton, CA 95201

Subject: 2014-2015 Grand Jury Report #1410: Charity Begins at Home *Unattended For-Profit Donation Bins Proliferate Across County*

The City of Lodi has reviewed the subject report and provides the following response:

Findings

F1.1 *San Joaquin County and its cities do not have regulations that specifically address the placement, maintenance, and monitoring of unattended donation bins.*

Response: Lodi Municipal Code (LMC) Section 17.36.110 Recycling Facilities "…provides locational and operational standards for the establishment of various types and sizes of commercial recycling facilities…" including small collection facilities. LMC Section 17.78 Definitions describes a "small collection facility" as "a facility…where the public may donate, redeem or sell recyclable materials…". Recyclable materials include reusable items. Donation bins, whether for-profit or non-profit; attended or unattended, are subject to compliance with these standards.

F1.2 *City and county ordinances can effectively clarify who is responsible for removing unwanted donation bins and protect property owners from liability.*

Response: LMC Section 1.10 Administrative Enforcement Provisions identifies municipal code enforcement procedures, which include the identification of, and notice to, the responsible party, whether property owner or otherwise.

F1.3 *Local ordinances can provide cities and the county with stronger control over unattended donation bin placement and assist to enforce them efficiently.*

Response: At this time the City of Lodi finds its existing municipal code to be sufficient for regulating the subject land use.

F1.4 *Donations to out-of-state for profit operators divert donations from local not-for-profit operators, which diminishes their ability to benefit local communities.*

Response: The City of Lodi strongly supports and encourages the efforts of local non-profit charitable organizations and for-profit businesses alike. California Welfare and Institutions Code § 150 to 153 identifies specific identification and disclosure requirements for for-profit and non-profit donation bins.

Recommendation *By December 1, 2015, San Joaquin County and its incorporated cities should enact ordinances that regulate unattended donations bins*

Response: The City of Lodi has adequate enforcement authority to address the problems identified by the Grand Jury. Accordingly, the City of Lodi respectfully declines the Grand Jury's recommendation.

Please direct any questions to Adam Brucker, Business Development Manager at (209) 333-6874 or abrucker@lodi.gov.

Sincerely,

Bob Johnson, Mayor

San Joaquin County Grand Jury

Charity Begins at Home
Unattended For-Profit Donation Bins Proliferate Across County
2014-2015 Case No. 1410

Summary

San Joaquin County residents give cash and donated goods each year valued in the millions of dollars. The United Way of San Joaquin County alone collects nearly $4 million in cash donations annually. County residents also give to area charities that operate retail outlets where donated goods are sold to support the agencies' local charitable programs. Often residents drop off their donations at collection points located in area parking lots.

In recent years, unattended donation bins placed by for-profit companies have been appearing in cities and unincorporated areas of San Joaquin County. These unattended donation bins are having a significant negative impact on donations to non-profit charities. There are no ordinances in San Joaquin County and its cities to enable authorities to regulate these for-profit unattended donation bins that are often simply dropped on private property without the owner's consent. In addition, there are safety

Photo of an unattended donation bin in San Joaquin County.

and liability issues that are not addressed.

The 2014-2015 Grand Jury decided to investigate the proliferation of these for-profit unattended donation bins.

Among the most important findings are:

- San Joaquin County and its cities do not have ordinances that specifically address the placement and monitoring of for-profit unattended donation bins
- These unattended donation bins are operated by for-profit companies that make millions of dollars nationwide, exporting textiles for sale at a profit in Africa and South America
- The profits go to out-of-state corporations that pay no local or state taxes and provide no benefit locally

Among the most important recommendations are:

- San Joaquin County and its seven cities should enact ordinances to regulate for-profit unattended donation bins
- Ordinances should require operators to obtain written consent from property owners before placement of any unattended donation bins, and limit the liability of property owners and their agents who remove unwanted bins from their property

Background

Unattended bin, Roselawn Avenue, east of Mission Road, Stockton

Several non-profit charities, such as Goodwill Industries of San Joaquin Valley, operate parking lot collection sites. Their sites are operated with an attendant present and with the permission of the property owner. There is little chance someone making a donation at one of these sites can be confused about who they are donating to or if that agency is a non-profit or for-profit entity.

In recent years, for-profit companies have moved into San Joaquin County. Although it is unclear exactly how many companies are involved, bins owned by two for-profit operators, USAgain and Discover Books, can be found throughout the County. Collection bins operated by the companies are unattended, often include only small signs to indicate donations are not tax deductible, and do not spell out that donations are being exported to foreign countries.

In 2011, USAgain, according to the company's website, collected 60 million pounds of clothing from more than 10,000 donation sites in 17 states, including California. Much of the donated material was sold for a profit in Africa and Latin America.

Despite the proliferation of the for-profit unattended collection bins, the Grand Jury found no uniform city or county ordinances to regulate the placement and maintenance of for-profit bins. Neither are there ordinances protecting property owners nor removal companies hired in cases where bins are placed on private property without permission and the property owner elects to have the bin removed. Unattended donation bins can attract graffiti, vandalism, and become a public nuisance. They can also be safety hazards when people crawl inside to keep warm or to remove items from the bins.

Unattended bin, Country Club Boulevard, Stockton

In February 2012, then-Assemblywoman and now Sen. Cathleen Galgiani, D-Stockton, introduced Assembly Bill 1978 in the California Legislature. It would have required the written consent of a property owner before a collection bin could be placed on his or her property. It also provided a mechanism for the removal of the unapproved bin without liability to the property owner.

The bill had bipartisan support. In August 2012, the bill passed the Assembly on a 70-8 vote and the Senate on a 21-13 vote, but the next month it was vetoed by Gov. Jerry Brown. "I support the author's goal of giving property owners more tools to enforce their property rights," the governor said in his veto message. "However, I believe the language can be more narrowly crafted to avoid unintended consequences to local charities and nonprofits." Gov. Brown did not spell out what "unintended consequences" concerned him. Some non-profits, such as D.A.R.E America and Planet Aid, had voiced opposition, arguing that the bill would have unfairly restricted their fundraising efforts.

Reasons for Investigation

The Grand Jury chose this issue because of concerns about the proliferation of unattended, for-profit collection bins in San Joaquin County and its cities. It was discovered that non-profit charities, such as Goodwill Industries and The Salvation Army, do not operate unattended donation bins. Further, they place their collection bins only with the written consent of property owners.

Witnesses testified that donations to some non-profit charities have decreased in the last few years, a change partially blamed on the proliferation of for-profit bins. The Grand Jury was told some donors believe that their donations are being made to non-profit charities. No local jobs

are created by these for-profit companies, although USAgain has many employees at its Hayward warehouse.

Donations placed in unattended bins create profits for out-of-state organizations and create problems when they are placed on private property without written consent from property owners. Many property owners want them removed, but are unable to contact the operator. They are hesitant to pay the cost of removal in case they are held liable for the bin. Other property owners choose to ignore the bin rather than pay for its removal.

Method of Investigation

Materials Reviewed

- Grand Jury surveys of code enforcement officials in San Joaquin County, Stockton, Lodi, Manteca, Lathrop, Escalon, Ripon, and Tracy
- Grand Jury survey of 12 property owners who have for-profit unattended donation bins located on their premises
- State Assembly Bill 918 (2010), now identified as Welfare and Institutions Code, §150-153 (www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=00001-01000&file=150-153)
- State Assembly Bill 1978 (2012), vetoed by the governor
- Stockton, Lodi, and Tracy building codes
- Informational handouts from Goodwill Industries
- Elk Grove and Ceres ordinances governing the placement of unattended collection bins

Interviews Conducted

- San Joaquin County code enforcement staff
- Lathrop code enforcement staff
- Stockton Police Department code enforcement staff
- Goodwill Industries of San Joaquin Valley, Inc., and Shelter Thrift and Donation Center management staff
- Security staff at Lowe's on Hammer Lane in Stockton
- Property owners who have had for-profit donation bins on their property

Sites Visited

- Central Valley headquarters of Goodwill Industries of San Joaquin Valley, Inc.
- Shelter Thrift and Donation Center retail outlet in Stockton
- Fourteen for-profit unattended donation bin sites including locations in Tracy, Manteca, Lodi, Lathrop, Stockton, and the unincorporated county

Facts, Findings, and Recommendations

The 2014-2015 Grand Jury reviewed responses from San Joaquin County and all of its cities to a Grand Jury survey sent in October 2014. These responses show that cities and the county government have reduced staffing in their code enforcement and local police departments.

Although code enforcement officers are generally responsible for code violations, limited staff means that they only investigate when there are complaints. Some California cities, including Elk Grove, Rancho Cordova, and Ceres, have comprehensive ordinances that regulate unattended donation bins. Stockton and Lodi have ordinances directed at recycling collection sites, but not for unattended donation bins.

Different codes and policies in San Joaquin County and its cities have contributed to confusion about unattended donation bins in parking lots and on street corners. Survey responses from San Joaquin County and its cities revealed a lack of ordinances that specifically address unattended donation bins, or simply classifies them as recycling centers (see appendix). In its response to the Grand Jury survey, San Joaquin County officials, for example, said that "a donation box, whether or not for profit, placed on the site of an existing retail establishment would be considered an accessory use to the business operation." However, more than half of the property owners questioned in an informal survey found they had not given permission for the placement of unattended donation bins on their premises.

Different approaches to for-profit collection bins give a flavor of the various methods some cities have used, for example:

- Lodi ordinances refer to "recycling facilities", but do not specifically mention items often given as charitable donations such as books, shoes, household goods, and, clothing.
- Tracy cites Welfare and Institutions Code, §§150 to 153, which sets forth definition of donation bins as well as disclosure requirements that must be printed on each donation bin to provide information to consumers. That information must include the name of the organization benefiting from the donation, contact information, and how their donations would be used. Each bin also is required to have clear information on whether the donation bin is owned by a charitable or commercial (for-profit) entity.

Findings

F1.1 San Joaquin County and its cities do not have regulations that specifically address the placement, maintenance, and monitoring of unattended donation bins.

F1.2 City and county ordinances can effectively clarify who is responsible for removing unwanted donation bins and protect property owners from liability.

F1.3 Local ordinances can provide cities and the county with stronger control over unattended donation bin placement and assist to enforce them efficiently.

F1.4 Donations to out-of-state for profit operators divert donations from local not-for-profit operators, which diminishes their ability to benefit local communities.

Recommendation

R1 By December 1, 2015, San Joaquin County and its incorporated cities should enact ordinances that regulate unattended donation bins, including:

- Shall require written consent from property owners before placement of any donation bin on private property
- Shall obligate the bin owner to maintain it
- Shall obligate the bin owner to hold property owners and their agents harmless from liability who remove unwanted bins from their property
- Shall require donation bins meet or exceed the requirements found in the California Welfare and Institutions Code, §§150 to 153
- Shall adopt sanctions for any violations of the ordinance provisions
- Shall require owners of donation bins that do not have IRS Code 501(c)(3) status to pay a permit fee to generate income to help off-set ordinance enforcement efforts

Conclusion

Unattended donation bins operated by for-profit organizations are unsightly and can become safety hazards. They deprive local charities of donations that benefit our community, providing services and jobs. They generally do not make clear that the bins are placed by for-profit companies, which confuses donors making charitable donations. Understaffed code enforcement offices and confusion about whose responsibility it is to remove unwanted bins has led to lack of action. Implementation of local ordinances is an important tool in preventing this problem and will generate additional income to the county and its cities that could go toward code enforcement efforts.

Disclaimers

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Sections 911, 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.
The San Joaquin County Board of Supervisors as well as the city councils of Stockton, Manteca, Tracy, Lodi, Lathrop, Ripon, and Escalon shall respond to each Finding and Recommendation contained in this Report.

Mail or hand-deliver a hard copy of the response to:

Honorable Lesley D. Holland, Presiding Judge
San Joaquin County Superior Court
P.O. Box 201022
Stockton, CA 95201

Also, please email the response to Ms. Trisa Martinez, Staff Secretary to the Grand Jury at grandjury@sjcourts.org

Appendix

	CODE ENFORCEMENT STAFFING	ORDINANCES FOR DONATION BINS	PERMITS REQUIRED	COMPLAINT DRIVEN
SAN JOAQUIN COUNTY	2 full-time, 1 part-time	None	Yes	Yes
ESCALON	2 full-time	None	Yes	Yes
LATHROP	1 part-time	None	No	Yes
LODI	2 full-time	Yes - SEC 17.36	May require deposit	Yes
MANTECA	2 full-time, 1 part-time	None	Yes	Yes
RIPON	1 part-time	None	No	Yes
STOCKTON	26 full-time, 2 part-time	No - SMC 16.20.020, Table 2-2	Yes, on private property	Yes
TRACY	4 full-time, 1 part-time	AB918, Sec. 10.08,1070, W&I Code §150-153	Yes, on private property	Yes.

17.36.110 - Recycling facilities.

This section provides locational and operational standards for the establishment of various types and sizes of commercial recycling facilities, in compliance with Article 2 (Land Use and Development Standards). Recycling facilities shall comply with the following standards:

A. Reverse Vending Machines. Reverse vending machines shall comply with the following standards:

1. Accessory Use Only. The machines shall be installed as an accessory use in compliance with the applicable provisions of this development code, and shall not require additional parking.

2. Location Requirements. If located outside of a structure, the machines shall not occupy required parking spaces, and shall be constructed of durable waterproof and rustproof materials.

3. Maximum Size. When located outdoors, the area occupied by the machines shall not exceed fifty square feet, including any protective enclosure, nor eight feet in height.

4. Signs. Signs shall not exceed a maximum area of four square feet for each machine, exclusive of operating instructions.

5. Hours of Operation. The machines shall have operating hours which are consistent with the operating hours of the primary use.

6. Lighting. The machines shall be illuminated when needed to ensure comfortable and safe operation.

B. Small Collection Facilities. Small collection facilities shall comply with the following standards:

1. Location Requirements. Small collection facilities shall:

a. Not be located within fifty feet of any parcel zoned or occupied for residential use; and

b. Be set back at least ten feet from any public right-of-way, and not obstruct vehicular or pedestrian circulation.

2. Maximum Size. A small collection facility shall not occupy more than three hundred fifty square feet nor three parking spaces, not including space that would be periodically needed for the removal of materials or exchange of containers.

3. Appearance of Facility. Collection containers and site fencing shall be of a color and design that is compatible and harmonious with the surrounding uses and neighborhoods.

4. Operating Standards. Small collection facilities shall:

a. Not use power-driven processing equipment, except for reverse vending machines;

b. Accept only glass, metal or plastic containers, paper, and reusable items; and

c. Use containers that are constructed with durable waterproof and rustproof material(s), secured from unauthorized removal of material, and shall be of a capacity sufficient to accommodate materials collected and the collection schedule.

5. Signs. Signs may be provided as follows:

a. Identification signs are allowed with a maximum area of fifteen percent for each side of the structure or twelve square feet, whichever is greater. In the case of a wheeled facility, the side shall be measured from the ground to the top of the container;

b. Signs shall be both compatible and harmonious with the character of their location; and

c. Directional signs, consistent with Chapter 17.34 (Signs) and without advertising message, may be approved by the director if found necessary to facilitate traffic circulation, or if the facility is not visible from the public right-of-way.

6. Parking Requirements.

a. No additional parking space shall be required for customers of a small collection facility located in the established parking lot of the main use. One space shall be provided for the attendant, if needed.

b. Mobile recycling units shall have an area clearly marked to prohibit other vehicular parking during hours when the mobile unit is scheduled to be present; and

c. Use of parking spaces by the patrons and the attendant shall not reduce available parking spaces below the minimum number required for the main use unless a parking study shows that existing capacity is not fully utilized during the time the recycling facility would be on the site.

C. Large Collection Facilities. A collection facility that is larger than three hundred fifty square feet, or on a separate parcel not accessory to a primary use, shall comply with the following standards:

1. Location Requirements. The facility shall not abut a parcel zoned for residential use.

2. Container Location. Any containers provided for "after hours" donation of recyclable materials shall be permanently located at least one hundred feet from any residential zoning district, constructed of sturdy, rustproof material(s), have sufficient capacity to accommodate materials collected, and be secured from unauthorized entry or removal of materials; and

3. Screening. The facility shall be screened from public rights-of-way, by solid masonry walls or located within an enclosed structure.

4. Setbacks, Landscaping. Structure setbacks and landscaping shall be provided as required for the applicable zoning district.

5. Outdoor Storage. Exterior storage of material shall be in sturdy containers that are secured and maintained in good condition. Storage, excluding truck trailers, shall not be visible above the height of the required solid masonry walls.

6. Operating Standards.

a. The site shall be maintained clean, sanitary, and free of litter and any other undesirable materials, and shall be cleaned of loose debris on a daily basis;

b. Dust, fumes, odor, smoke, or vibration, above ambient levels, shall not be detectable on adjoining parcels.

D. Processing Facilities. Processing facilities shall comply with the following standards:

1. Location Requirements. The facility shall not abut a parcel zoned or occupied for residential use.

2. Limitation on Use. Light processing facilities are limited to baling, briquetting, compacting, crushing, grinding, shredding, and sorting of source-separated recyclable materials and repairing of reusable materials.

3. Maximum Size.

a. A light processing facility shall not exceed forty-five thousand square feet of floor or ground area, may have up to an average of two outbound truck shipments of material each day, and shall not bale, compact, or shred ferrous metals, other than beverage and food containers;

b. A heavy processing facility exceeds the standards for a light processing facility, and may perform functions not allowed at light processing facilities.

4. Container Location. Containers provided for "after hours" donation of recyclable materials shall be permanently located at least one hundred feet from any residential zoning district, constructed of sturdy, rustproof materials, have sufficient capacity to accommodate materials collected, and be secured from unauthorized entry or removal of the materials.

5. Screening. The facility shall be screened from public rights-of-way, by solid masonry walls or located within an enclosed structure.

6. Outdoor Storage. Exterior storage of material shall be in sturdy containers or enclosures that are secured and maintained in good condition. Storage, excluding truck trailers, shall not be visible above the height of the required solid masonry walls.

7. Operating Standards. Dust, fumes, odor, smoke, or vibration, above ambient levels, shall not be detectable on adjoining parcels.

(Ord. No. 1869, § 2, 2-20-2013)

Copy: CM, CA, Adam

EXHIBIT 3

usagain
use it again

June 22, 2015

Bob Johnson, Mayor
Mark Chandler, Mayor Pro Tempore
Doug Kuehne, Councilmember
Joanne Mounce, Councilmember
Alan Nakanishi, Councilmember
P.O. 3006
Lodi, CA 95241

RECEIVED
JUN 29 2015
CITY CLERK

RE: San Joaquin Grand Jury Report – Case No. 1410

Dear Mayor Johnson and Councilmembers,

U'SAgain, LLC ("USAgain") would like to take the opportunity to respond to the San Joaquin Grand Jury Report concerning unattended donation bins in San Joaquin County. USAgain agrees with the Grand Jury's recommendation that San Joaquin and its cities enact ordinances that regulate unattended donation bins; however, we have issue with some of the findings contained in the report.

For background, USAgain is a for-profit textile recycling company with two division offices in California, one in Hayward and the other in Anaheim. We own and operate clothing collection and recycling bins on public and private property for the purpose of diverting useful items from landfills and returning them to the stream of commerce.

USAgain works with communities across the country, on our own and in concert with the Secondary Materials & Recycled Textiles Association (SMART), to advocate and pass regulations that recognize and create standards for the placement and operation of unattended donation bins. We are confident that with meaningful regulation, as provided in the SMART's model ordinance (see enclosure), the cities in San Joaquin County can balance the interests and concerns of the community while promoting the best practices for the operation of unattended donation bins.

San Joaquin County and its cities should adopt ordinances to regulate unattended donation bins, regardless of whether they are operated by a non-profit or for-profit entity. USAgain agrees with the recommendations of the Grand Jury and we already incorporate many of these recommendations into our business model:

- USAgain has written agreements with all of our site hosts, signed by the property owner or the owner's agent;
- USAgain meets the identification and disclosure requirements of Welfare and Institution Code, §150 to 153;
- USAgain maintains our bins and are not only responsible for ensuring the cleanliness and professional appearance of our bins, but also within a 10ft area of our bins;

- USAgain maintains liability insurance for $1,000,000; and
- In the event that authorization is withdrawn, USAgain will remove our bins within 10 business days.

USAgain, however, disagrees with many of the findings contained within the Grand Jury Report. USAgain was not included in the investigation and was unable to comment on the benefits of unattended donation bins operated by for-profit companies

First, unattended donation bins offer a convenient recycling service for residents, accessible 24 hours a day and 7 days a week. Although the common notion is that non-profit charities already collect most unwanted clothing, the facts do not support that line of thinking. In 2012, according to the EPA, 14.3 million tons of textiles were generated, but only 15.7 percent were recovered for reuse and recycling – wasting nearly 12 million tons. There need to be significant changes to textile recycling options currently provided to communities and unattended donation bins fill this void by providing a convenient solution to help divert textile waste and help the environment by extending the lives of textiles.

Second, unattended donation bins help reduce costs to the community. It costs millions to dispose of textiles in landfills, paid through curbside collection, transport, and tipping fees. The average charge for unloading or dumping waste at a landfill is about $44 per ton. On average, the United States generates 82 pounds of textiles per year per person with 85% (or 70 pounds per person) going to landfills. That means for an urban area with a population of 50,000 pays for the handling and disposal of 1,750 tons of textiles annually. The pounds diverted by unattended donation bins represent big savings for communities.

Third, unattended collection bins create jobs both here in the United States and abroad. The textile recycling industry creates local jobs from collection, to sorting for wholesale, to the thriving second hand clothing sales business. In California, USAgain has two division office, one in Hayward and the other Anaheim. Like most companies, we make a substantial investment of time, money, and labor in the local community to keep our operations running effectively.

On a global scale, only 10-20% of all clothing collected in the United States is domestically sold. The majority of all clothing collected by charities and other organizations is an export commodity. Around 30 percent of these exported clothes are remanufactured into industrial wiping cloths, 21 percent may be converted back to raw fiber, while the remainder becomes part of the ever-growing second-hand clothing market overseas.

We understand that based on the Grand Jury's Report, Council may want to regulate unattended donation bins and we support that effort. For that purpose, we have provided the SMART model ordinance which balances the benefits of unattended donation boxes against the interest and concerns of the community.

Please do not hesitate to reach out to USAgain if you have any questions or need any additional resources.

Sincerely,

Sheila Caplis
Government Relations Manager & Legal Counsel
USAgain, LLC
1555 W. Hawthorne Lane, 4W
West Chicago, IL 60185
630-293-1239 x1012 (office)
630-293-1237 (fax)
s.caplis@usagain.com

CC: Steve Schwabauer, City Manager
Janice Magdich, City Attorney

Encl: SMART Model Ordinance

Since 1932 SMART | SECONDARY MATERIALS® AND RECYCLED TEXTILES

The Association of Wiping Materials, Used Clothing and Fiber Industries

Key Elements of an Effective Clothing Collection Bin Ordinance

SMART Association Recommendations

As a growing number of local governments propose measures that aim to regulate organizations operating clothing collection bins (herein referred to as bins) that collect unwanted clothing, shoes, textiles and other household items, the leading organization of the textile recycling industry, **Secondary Materials and Recycled Textiles Association** (***SMART***),offers recommendations to local governments for the drafting of effective ordinances.

SMART is frequently approached by officials seeking language for clothing collection bin regulations. While every city has different methods for regulating local businesses, which makes it difficult to craft a one-size-fits-all approach, ***SMART*** has identified a number of key recommendations to achieve effective and community sensitive ordinances.

While some local governments look to simply clarify existing policies, others are discussing a limit or outright ban on the presence of bins provided to the community by for-profit entities. Unfortunately, those measures in the latter category have unintended consequences for the communities they serve. Banning or limiting the ability of for-profit textile recyclers to operate clothing collection bins severely limits contributions that private sector businesses are making to meet national economic, philanthropic and environmental objectives.

For-profit textile recyclers create tens of thousands of jobs throughout local and international communities and create a vital stream of revenue for numerous well-respected charities.-For-profit textile recyclers routinely partner with local charities to collect unwanted items through the use of convenient collection bins bearing the charity's name and logo. This partnership allows the charities to share in the profit from the proceeds of collecting unwanted clothing, shoes, textiles and other household items in communities. As a number of charities have stated on the record, these arrangements provide essential, risk-free funding that is difficult to secure through other sources. Therefore, policy measures that limit for-profit textile recyclers from operating these bins would devastate many charities' bottom line.

Clothing collection bin operators and other for-profit textile recyclers also play a vital role in national recycling activities by diverting nearly 4 billion pounds of used clothing and other textiles from landfills each year. Unfortunately, as Environmental Protection Agency data show, the average household only recycles approximately 15% - a fraction of the total textile waste generated annually. This reality has prompted public officials in Massachusetts, New York City, Arizona and elsewhere to work with for-profit organizations to institute textile recycling programs. These officials understand that the unique efficiencies and infrastructure that the private sector offers are absolutely necessary to successful waste reduction efforts.

Below are recommendations provided by ***SMART***:

RECOMMENDATIONS

- ***An effective clothing collection bin ordinance SHOULD NOT ban bins operated by for-profit recyclers.***

Broadly held misconceptions about the textile recycling industry have led some communities to consider banning bins provided by for-profits, with critics charging that some companies aren't as transparent in their charitable affiliation arrangements as they should be, that some fail to properly maintain their bins, and that donations create debris and clutter in public places. It is a reality that there are non-***SMART*** member companies that do in fact merit the critiques of detractors. ***SMART*** member organizations have approved a robust Code of Conduct that is designed specifically to prevent these outcomes and believe that these non-compliant companies are the "bad actors" that should be weeded out by local government regulation. However, imposing outright bans on all for-profit recyclers actually threatens the public good. For example:

- Banning clothing collection bins operated by all for-profits will significantly increase the stream of textile waste in disposal sites and increase the cost to local governments to operate local landfills.
- For-profit textile recyclers create positive tax bases across the United States by creating thousands of jobs, and by creating much needed revenue streams for worthy charities nationwide. Banning bins operated by for-profit textile recyclers will eliminate these meaningful contributions.

We believe that communities should work with local industry representatives to craft measures that simultaneously address concerns and enable textile recycling to thrive.

- ***Ordinances SHOULD NOT impose artificial limits on the number of clothing collection bins per organization.***

While some local governments have moved to impose outright bans on bins, others have called for limits on the number of bins allowed per organization. Although bin operators *must* ensure that bins meet all applicable public zoning, health and safety standards, strict limits on the number of bins per organization means reducing the number of convenient locations for the public to donate and recycle their used clothing and household items.

- ***Ordinances SHOULD impose disclosure and transparency requirements on clothing collection bin operators.***

Ordinances should require bins to display helpful information for the public, local government, property owners and bin operators, including:

- Contact information (name/address/telephone/email; url) for person, business entity, or organization responsible for placing and maintaining the bin;
- A statement making clear that those dropping off goods may contact the appropriate local operator for additional information regarding the manner in which the items will be used, sold, or dispersed;
- A copy of the bin permit, if one is required, should be made available to local government officials, as requested.

- ***Ordinances SHOULD discourage the use of deceptive or ambiguous labels/logos on clothing collection bins that falsely imply an underlying affiliation with a charitable organization when one does not exist.***

- ***Ordinances SHOULD require clothing collection bin operators to obtain written consent from a property owner or owner's agent prior to placing clothing collection bins.***

  Though it is imperative that a bin operator should be required to obtain consent in order to preserve the respectability of the textile recycling industry and to uphold property rights, an "owner's agent" should be broadly defined to include the authorized local agent at a chosen bin location. Many times large multinational corporations anchor sites where bin operators will choose to locate. It is nearly impossible to obtain a signed document from the CEO of these companies or their fiscal agent located at company headquarters. An owner's agent should include a local property manager/agent or authorized general store manager, so that bin operators are realistically able to obtain the consent necessary, and to avoid undo and unwieldy consent thresholds.

- **Ordinances SHOULD specify appropriate management/maintenance requirements to prevent clothing collection bins from becoming a threat to public health and safety.**

  Maintenance requirements should be reasonable and realistic and should provide clothing collection bin operators the opportunity to respond to any potential issues. Requirements may be general, e.g."Bins shall be serviced and emptied as needed or within 48 hours of a request by owner or owner's agent."

  - Ordinances SHOULD require organizations to provide a Certificate of Liability Insurance of at least $1 million.
  - Ordinance should require bin operators to secure each clothing collection bin with a tamper proof lock.
  - Ordinances should require bin operators to maintain the aesthetic presentation of the bins including fresh paint, readable signage, and general upkeep to maintain community standards.
  - ***In addition it should be clearly posted on the bin that nothing should be left outside of the bin, and provide a clear and visible phone number to follow up on maintenance issues.***

- ***Ordinances SHOULD require clothing collection bin operators to provide property owners or owner's agents with an attended, working phone number and be required to respond to any bin maintenance complaints within 24 hours of receiving notification during regular business hours.***

- ***Ordinances SHOULD provide both property owners and clothing collection bin operators important civil liability protections by:***

  - Giving property owners or owner's agent the right to rescind consent for a bin to be placed on their property, provided written notice of the rescission is given to the bin operator within a specified period of time prior to the bin being removed.

- Shielding property owners or owner's agents from civil liability from a clothing collection bin operator for the removal of an unauthorized bin or where removal is necessary to comply with local zoning ordinances.
- Ensuring that a property owner, owner's agent or other entity that causes the unauthorized removal of a collection bin, despite valid written consent from the property owner at the time of removal, is civilly liable to the owner/ operator of the bin.

➢ ***Ordinances mandating the acquisition of permits SHOULD mandate the requirements be reasonable, affordable and manageable.***

Many communities require bin operators to obtain a permit before placing a bin. ***SMART*** supports the right of a community to require permits, yet the following recommendations to assure a reasonable, affordable and manageable process.

- **Information requested on a permit application SHOULD be straightforward and necessary. Examples include:**
    - Contact information (name/address/telephone/email) for person, business entity, or organization applying for the permit
    - Proposed location/address where the bin is to be placed
    - Contact information (name/address/telephone/email) for owner or owner's agent of location where bin will be placed
    - Written consent from the property owner or owner's agent to place the bin on his or her property
    - Contact information (name/address/telephone/email) for individual placing the bin
    - Information as to the manner/ schedule for which the bin is to be emptied/maintained.
- **Permitting fees SHOULD NOT be cost-prohibitive.**
    - A $25-$50 initial processing/application fee and $10 for each additional bin is a standard adopted by many local governments and are fees that ***SMART*** supports. Keeping permitting fees at a reasonable and non-cost prohibitive level will assure the availability of donation bins and increase textile recycling.
- **Permits SHOULD remain in effect for at least one year.**
- **Permitting agencies SHOULD be required to respond to applicants within a specific amount of time and provide adequate justification if a permit is denied.**
- **Organizations applying for a permit should be required to be registered with the appropriate state corporation regulatory agency.**

➢ ***Local governments SHOULD provide for enforcement and abatement when certain key obligations are not met.***

Many local governments have opted to codify clothing collection bin ordinances within jurisdictional zoning provisions. ***SMART*** respects the ability of local government to determine the best statutory

method for regulation, yet recommends that ordinances specifically provide for tangible enforcement and penalty provision for failure to meet ordinance provisions.

Ordinances should have enforcement provisions for:

- unlawful placement of bins
- infringement on another permittee's location
- failure to remove debris, graffiti or bulk items in allotted time
- failure to respond to maintenance requests in allotted time
- violation by property owners or bin operators to adhere to permit provisions for initial location and removal of bins
- to provide for legal protections for both property owners and bin operators

SECONDARY RECOMMENDATIONS

SMART also has the following suggestions for other less critical provisions that communities may wish to include in clothing collection bin ordinances:

➢ ***Local governments may wish to include language establishing that the purpose/intent of the measure is to establish procedures and requirements that:***

- Encourage the use of clothing collection bins to provide free, easy and convenient public solutions for community textile recycling.
- Adopt textile recycling programs to reduce the amount of textile and household waste going to landfills and reduce landfill dumping fees.
- Implement these no cost private sector recycling solutions to meet local and statewide waste reduction mandates.
- Support textile collection and recycling programs that provide funding to charitable organizations and stimulate local economies.
- Ensure transparency about how these contributions will be used.
- Promote the community's health, safety and welfare.

➢ ***Local governments may wish to specify appropriate dimensions/bin specifications.***

Officials may wish to work with local industry representatives to recommend specifications that are consistent with industry standards.

- ***Local governments may wish to include a definitions section identifying key stakeholders, terminology, etc.***

- ***Local governments should endeavor to harmonize ordinance terminology with that used by other local governments when at all possible.***

    - There are many cases where it is difficult to determine the applicability of an existing clothing bin ordinance because of differences in the terminology used by various local governments to describe/define these bins (e.g. some refer to bins as "temporary structures," while others deems them "dumpsters" or "accessory units," etc.). This ambiguity, in many cases, makes it difficult for the bin operator and often times even for local officials to identify the appropriate requirements and may result in inadvertent ordinance violations. To address this concern, local governments when at all possible should aim to harmonize terminology with that which is being most commonly used by other local governments.

Questions? Please contact the Secondary Materials Recycled Textiles Association at 443-640-1050 or via e-mail: smartinfo@kingmgmt.org or visit our website at www.smartasn.org.

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY/VILLAGE OF [INSERT HERE]

RECYCLING COLLECTION BINS

SUMMARY

An Ordinance amending the Municipal Code of the City/Village of [INSERT HERE] establishing rules, regulations and registrations of Recycling Collection Bins.

LEGISLATIVE INTENT

The City Council/Village Board notes that the citizens of the United States disposes of more than 242.96 million tons of solid waste each year, 55%-65% of which comes from single family residences. With a national recycling rate of just 33.8% such disposal unnecessarily burdens the state's landfills and contributes to pollution and climate change by emitting greenhouse gases such as CO_2 and methane.

It is the intent of this ordinance to support and encourage, in a responsible manner, the placement and use of attended and unattended recycling collection bins. These bins are most commonly used to collect for recycling, re-sale or re-use general household goods such as clothing, shoes, books and small appliances. When enacted, this ordinance will protect the environment by increasing community recycling and reducing the burden on local landfills, and will improve the economy by creating more jobs and provide goods for reuse and recycling.

Definitions.

Recycling Collection Bin

An attended or unattended receptacle, trailer or container made of metal, wood, steel or similar material for permanent or temporary use, designed or intended for the collection of unwanted clothing, shoes, textiles, books and other household items.

Site Host

The owner or lawful occupant (or their respective representatives) of the site of a Recycling Collection Bin within the City.

Permittee

Any organization, firm or other entity that owns and receives a permit to operate a Recycling Collection Bin in the City pursuant to this Chapter.

§xxx. Permit required; dates of issuance, expiration, response

A. It shall be unlawful to erect, place, maintain or operate any Recycling Collection Bin without first obtaining a permit issued by the City.
B. The City shall approve permittee's application if such application fulfills the application requirements under **§xxx. Qualifications of Permittee and Form of Application.**
C. A permit issued under this Chapter shall be valid for one year and renewable for one-year periods thereafter.
D. Recycling collection bins owned and/or operated by one entity for the benefit of another entity require the contact information for both entities on the permit application.

§xxx. Fee required.

A. Initial Application (one-year period) e.g. $25.00.
B. Renewal Applications (one-year period) e.g. $25.00.
C. Sticker fee (one year period) e.g. $10.00.

§xxx. Qualifications of Permittee and Form of Application.

In order to qualify as a permittee under this Chapter, an applicant must either be (1) a public charity exempt from taxes under Section 501(c)(3) of the United States Internal Revenue Code, and in good standing with the State of xxx, or (2) a business in good standing with the State of xxx. The application for a Recycling Collection Bin permit shall require the following information from the applicant:

A. If the applicant claims to be a qualified nonprofit entity, (1) a copy of the determination letter issued by the Internal Revenue Service stating that the applicant is a public charity exempt under Internal Revenue Code Section 501(c)(3), and (2) a certificate of good standing issued by the state office that regulates corporations.. If the applicant is a business, a certificate of good standing issued by the Office of the Secretary of State of xxx. A certificate of good standing must not be older than 3 months at the time of application for a permit.
B. Name, address and telephone number of contact person of the applicant.
C. Written consent from the Site Host to place the Recycling Collection Bin on the property, including name, address and telephone number of the Site Host.
D. Permittee must provide proof to the City of a Certificate of Liability Insurance of at least $1million covering permittee's Recycling Collection Bins.

§xxx. Proof of Permit

The City shall provide the permittee with one permit sticker for each approved permit. The permit sticker shall be placed in a conspicuous place in front of the recycling collection bin that is installed on the permitted property. The City will provide replacement stickers for (insert value) should the original sticker become damaged, fall off or disappear.

§xxx. Management, Maintenance; Requirements

A. Permittee must maintain the aesthetic presentation of each recycling collection bin including fresh paint, readable signage and general upkeep.
B. Permittee must provide to the Site Host a telephone number for requests to respond to recycling collection bin maintenance complaints.
C. Permittee must respond to recycling collection bin maintenance complaints within 24 hours of receiving notification during regular business hours.
D. Permittee must remove graffiti within 72 hours following receipt of notice of its existence.
E. If a recycling collection bin becomes damaged or vandalized, it shall be repaired, replaced or removed within five days of receipt of notice of such condition.

§xxx. Placement of Recycling Collection Bins

A. Recycling Collection Bins shall be placed on the site in a manner that does not impede vehicular or pedestrian traffic flow.
B. Recycling Collection Bins shall not be placed in the right-of-way and shall adhere to the set-back standards for the site where they are placed.
C. Recycling Collection Bins shall not be placed in a required parking space (designated for handicap/disabled parking) or reduce the number of parking spaces below the minimum number required by local zoning codes.
D. Recycling Collection Bins placed on sidewalks must allow for five (5) feet of pedestrian walkway in front of the Recycling Collection Bin.
E. Recycling Collection Bins shall not be placed within the sight triangle of any intersection.

§xxx. Information and Label Requirement for all Bins

The front of every Recycling Collection Bin shall conspicuously display the following:

(a) The name, address, telephone number and the Internet Web address of the Owner and Operator the recycling collection bin;

(b) A statement, in at least two-inch typeface, that either reads, or "this collection bin is owned and operated by a nonprofit organization" or "this collection bin is owned and operated by a for-profit organization";

(c) If the recycling collection bin is owned by a non-profit organization, the front of the collection bin shall also conspicuously display a statement describing the charitable causes that will benefit from the donations;

(d) If the recycling collection bin is owned by a for-profit company, the front of the collection bin shall conspicuously display a statement that reads "[name of company] is a for-profit company, deposits are not tax deductible";

Recycling collection bins operated by a for profit entity on behalf of or in conjunction with a non-profit organization shall have the name ,address, telephone number and web address of both entities on the front of the bin.

(e) Recycling collection bins operated by corporate fundraisers or any entity placing and operating collection bin(s) for the benefit of another for-profit entity or non-profit entity shall abide by the requirements of (d) above and any additional guidelines and labeling requirements required under state law.

§xxx. Reporting of Recycled Goods.

The Permittee must report the total number of tons of goods diverted from the municipal waste stream in the city. Such reporting should be done on a quarterly basis to the City Clerk by letter or e-mail.

§xxx. Violations and Penalties.

A. In addition to any other penalties or remedies authorized by law, any permittee which violates any provision of this Chapter shall be subject to a penalty of $250 for each violation, which includes:
    1. Unpermitted placement of a Recycling Collection Bin;
    2. failure to adequately respond to maintenance request pursuant to this Chapter;
    3. failure to maintain Recycling Collection Bins pursuant to this Chapter;
    4. failure to adhere to Recycling Collection Bin placement and removal provisions pursuant to this Chapter; and
    5. Failures to adhere to all permit requirements pursuant to this Chapter.

B. If a permittee is found to have willfully violated the provisions of this Chapter and ignores mitigation, on more than 3 occasions in a calendar year, the permittee shall, in addition, be deemed ineligible to place, use or employ a recycling collection bin within the City pursuant to this Chapter for a period of five years, and the City may remove any or all of such permittee's recycling collection bins upon 30 days advance notice.

§ xxx Liability; protections

A. A Site Host shall have the right to rescind consent for a recycling collection bin to be placed on the property, provided written notice of the rescission is provided to the permittee, as provided in their agreement but in no event less than 10 business days prior, to the recycling collection bin being removed.

B. The Site Host will be held harmless by the permittee for the removal of an unauthorized recycling collection bin or where removal is necessary to comply with local zoning ordinances.

C. A Site Host that causes the unauthorized removal of a permitted recycling collection bin pursuant to this chapter is civilly liable to the permittee of that recycling collection bin.

D. Permitees shall maintain general liability insurance that covers any claims or losses due to the placement, operation or maintenance of the recycling collection recycling collection bin.

AGENDA ITEM C-12

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Appropriate Vehicle Replacement Funds ($146,900)

MEETING DATE: September 2, 2015

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to appropriate Vehicle Replacement Funds in the amount of $146,900.

BACKGROUND INFORMATION: As part of the 2014/15 mid-year budget review, Council approved transferring $500,000 of salary savings within the Police Department to the Vehicle Replacement Fund.

The Police Department has determined the need to replace 15 vehicles. 10 vehicles were ordered, totaling $353,100, before the end of the 2014/15 fiscal year.

The Police Department requests the additional $146,900 to cover the remaining five vehicles be re-appropriated in the current fiscal year so that staff can complete the purchase of the vehicles.

FISCAL IMPACT: This purchase will be made using Vehicle Replacement Funds.

FUNDING AVAILABLE: Vehicle Replacement Funds (40399100.77040 - $146,900)

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Tod Patterson
Interim Chief of Police

TP/nh

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	**Police Department**	5. DATE:	**8/17/15**
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	**403**		**32205**	**Vehicle Replacement Funds**	
					$ 146,900.00
B. USE OF FINANCING	**403**	**40399100**	**77040**	**Vehicle Replacement Fund**	
					$ 146,900.00

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.

As part of the 2014/15 mid-year budget review, Council approved transferring $500,000 of salary savings within the Police Department to the Vehicle Replacement Fund.

The Police Department has determined the need to replace 15 vehicles. 10 vehicles were ordered, totaling $353,100, before the end of the 2014/15 fiscal year.

The Police Department requests the additional $146,900 to cover the remaining five vehicles be re--appropriated in the current fiscal year so that staff can complete the purchase of the vehicles.

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. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPROPRIATE
VEHICLE REPLACEMENT FUNDS

==========

WHEREAS, during the 2014/15 mid-year budget review, Council approved transferring $500,000 of salary savings within the Police Department to the Vehicle Replacement Fund; and

WHEREAS, the Lodi Police Department has determined the need to replace 15 vehicles. Ten vehicles were ordered, totaling $353,100 before the end of the 2014/15 fiscal year; and

WHEREAS, the Lodi Police Department requests an additional $146,900 to cover the remaining five vehicles, to be re-appropriated in the current fiscal year so that staff can complete the purchase of the vehicles.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to appropriate vehicle replacement funds in the amount of $146,900 for the purchase of five police vehicles.

Dated: September 2, 2015

==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-13

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Fiscal Year 2015/16 Arts Grants

MEETING DATE: September 2, 2015

PREPARED BY: Parks, Recreation, and Cultural Services Director

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RECOMMENDED ACTION: Adopt resolution approving Fiscal Year 2015/16 arts grants.

BACKGROUND INFORMATION: The Fiscal Year 2015/16 budget includes $36,500 in arts grants. Grant applications were distributed to local nonprofit organizations with a submittal deadline of April 1, 2015. Thirteen grant applications were submitted and screened by a Lodi Arts Commission (LAC) review panel. Twelve applications were approved at the LAC meeting on June 10, 2015. The only application rejected was a funding request by the Parks, Recreation and Cultural Services Department for its annual Bluegrass at the Lake festival, as the Commission felt City-sponsored events should not receive grant funding.

The grants are being submitted for a total of $32,150 for approval by the City Council. They are: Central Valley Youth Symphony (Concert), $5,000; Breakthrough Project (Unity Celebration), $1,000; Changing Faces Theater Company (Theater), $10,000; Valley Community Orchestra (Concert), $2,250; Lodi Community Art Center four grants (Various), $4,100; Sandhill Crane Association (Art Show), $1,500; Arts Foundation three grants (Various), $8,300. More details about the grants and past awards are attached in the grant summary. The remaining $4,350 will be used for mini-grants throughout the balance of this fiscal year, in an amount not to exceed $1,000 per grant.

FISCAL IMPACT: Not to exceed $36,500.

FUNDING AVAILABLE: Arts Grants (10010102.72607)

_____
Jordan Ayers, Deputy City Manager/Internal Services Director

_____
Jeff Hood
Parks, Recreation, and Cultural Services Director

JH\JW:tl

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

LODI ARTS COMMISSION PROJECT GRANTS
2015-2016 PROGRAM CYCLE
SUMMARY OF GRANT APPLICATIONS

Group Name: Lodi Arts Foundation (LAF)
Three projects, $8,300
Previous funding: 2013/14: $5,500 (Taco Truck cookoff - supplies, $500; Taco Truck cookoff - Advertising, $1,000; Taco Truck cookoff – Entertainment, $1,000; Taco Truck cookoff – Equipment Rentals, $1,000; First Friday Art Hop – Brochure, $1,000; First Friday Art Hop, $1,000)
2014/15: $8,000 (Taco Truck cookoff & First Friday Art Hop, $5,000; Lodi Shows Off, $1,000; Celebrate America, $1,000; Spin Art Project, $1,000).

Project 1:
Art Form(s): Music
Grant Request: $2,800.00
Project Expenses: $ 9,950.00
Recommended for Funding 2015/16: YES Award: $2,000.00
Project Name: First Annual Blues & Brews Festival
Project Description: "The Blues and Brews Festival will be a mid-summer celebration of local Blues Artists, sausages, and sampling of micro-brewed beer. This event would appeal to the residents of wine-centric Lodi who enjoy beer, are adventurous or curious about the rising popularity of craft beers, and love good music and delicious food."
Benefit to the Community: "The members of the Lodi Arts Foundation believe members of the community will welcome this new venture. The wonderful wines and wineries of our Lodi-Woodbridge region have been represented by many successful events that feature wine tastings, wine strolling with shopping, Zinfest, wine and chocolate weekends, and more… A Blues and Brews festival could appeal to a wider number of residents…"

Project 2:
Art Form(s): Visual, Performance, and Culinary
Grant Request: $4,500.00
Project Expenses: $9,275.00
Recommended for Funding for 2015/16: YES Award: $4,000.00
Project Name: "Taco Truck Cook-Off 2016"
Project Description: "The Taco Truck Cook-Off brings Lodi neighbors together on a summertime Saturday to visit, listen to music, create art, and sample the great food from Lodi's many Taco Trucks. The event is held on Lodi's East Side in a location that is convenient for the diverse members of the community to gather."
Benefit to the Community: "The Taco Truck Cook-Off brings culturally diverse groups together and helps to promote a sense of community and identity in Lodi. The event also gives Lodi the opportunity to recognize and celebrate the large Latino population."

Project 3:
Art Form(s): Visual
Grant Request: $2,650.00
Project Expenses: $4,750.00
Recommended for Funding for 2015/16: YES Award: $2,300.00
Project Name: "First Friday Art Hop at Hutchins Street Square 2015-2016"
Project Description: "The project is to fund portions of the First Friday Art Hop at Hutchins Street Square's Thomas Theater as well as to print the brochure that is used to provide information about all the Art Hop sites in Lodi."

Benefit to the Community: "Each month, a local or nearby artist displays his or her work for viewing and purchase. There is no charge for admission to the First Friday Art Hops… All are welcomed to attend."

Group Name: Lodi Sandhill Crane Association (LSCA)
Art Form(s): Visual Art
Grant Request: $1,500.00
Project Expenses: $4,350.00
Previous Funding: 2014- $1,500.00, 2013- $1,500.00, 2012- $1,500.00, 2011- $1,000.00
Recommended for Funding for 2015/16: YES Award: $1,500.00
Project Name: "Sandhill Crane Festival Art Show."
Project Description: "The Lodi Sandhill Crane Association is requesting a Lodi Arts Commission Arts Grant to provide support for the 2015 Sandhill Crane Festival Art Show. The Art Show will display approximately 100 entered pieces including fine art, photography and sculpture."
Benefit to the Community: "The Art Show provides members of the community an opportunity to view artwork from well-known and talented local artists, at no charge… Attendees can experience and benefit from art in other forms at the Festival in 2015: art and crafts for children, origami for all, photography workshops, musical performances, a native flute workshop, and a decoy carving workshop."

Group Name: Parks, Recreation, and Cultural Services (PRCS)
Art Form(s): Music
Grant Request: $5,000.00
Project Expenses: $15,000.00
Previous Funding: None
Recommended for Funding for 2015/16: NO Award: $0.00
Project Name: "Bluegrass at the Lake"
Project Description: "Bluegrass at the Lake, a music festival for all, is held in September at Lodi Lake's Youth Area. Five bands perform beginning at 12:00 PM, gates open at11:00 AM, and each band performs for an hour. The event concludes with a headliner band performing for 90 minutes closing at 6:30 PM."
Benefit to the Community: "With the success of last year's Bluegrass at the Lake performances, which attracted about 500 spectators of all ages, it is a wonderful way for the community to come together and enjoy an all-day music festival at a beautiful location. It also celebrates the art of classic bluegrass music."
Reason: The commission felt it was inappropriate to fund a city event with art grant money.

Group Name: Changing Faces Theater Company (CFTC)
Art Form(s): Theater
Grant Request: $12,000.00
Project Expenses: $71,700.00
Previous Funding: 2006 - $9,671.00, 2007 - $12,000.00, 2008 - $16,952.00, 2009 - $4,250.00, 2011 – $7,500.00, 2012 - $9,000.00, 2013 - $10,000.00, 2014- $11,000.00, 2015- $10,000.00
Recommended for Funding for 2015/16: YES Award: $10,000.00
Project Name: "*Peter Pan*- Summer 2015"
Project Description: "Changing Faces Theater Company will stage an outdoor production of *Peter Pan*, with a cast and crew of approximately 80 students from elementary school through college, in the summer of 2016."
Benefit to the Community: "Opportunities to see or participate in live theater are very limited in Lodi, and this lack of theater exposure is especially pronounced for elementary school-aged children. Local schools offer few theater arts classes, and several theater groups have disbanded in recent years. CFTC addresses this gap by selecting plays appropriate for all ages, and offering a role to every elementary-school student who auditions."

Group Name: Lodi Community Art Center (LCAC)

Four projects, $4,100
Previous funding: 2013/14: $4,050 (Youth Gallery and Student Scholarship, $2,000; Juried Photography Show, $1,000; Paint Lodi, $900; Local Artists Awards, $900); 2014/15: $3,250 (Youth Gallery and Student Scholarship, $1,250; Lodi Open Studio Tour, $1,000; Juried Photography Show, $1,000).

Project 1
Art Form(s): Visual
Grant Request: $1,800.00
Project Expenses: $3,700.00
Recommended for Funding for 2015/16: YES Award: $1,300.00
Project Name: "Lodi Art Center Speaker Series"
Project Description: "LCAC provides free to the public Art demonstrations With this speaker series we would bring artists from diverse artistic disciplines to introduce various types of art to the public. Demonstrations would feature known regional artists."
Benefit to the Community: "This project introduces various types of arts bringing together non artists and artists in a shared appreciation of numerous forms of art, the processing and equipment used to create the art. The event provokes discussion of the creation of art within the local community and increases appreciation of the work."

Project 2
Art Form(s): Visual
Grant Request: $1,500.00
Project Expenses: $4,050.00
Project Name: "Juried Photography Show"
Recommended for funding for 2015/16: YES Award: $1,000.00
Project Description: "Continue to support and host a well respected regional juried fine art photography show. This project is needed to help the Lodi Community Art Center maintain the well respected regional juried fine art show now expected by the Lodi Community."
Benefit to the Community: "The popularity of the art show continues to grow and expand. Lodi Community Art Center (LCAC) uses the interest to support photographic artists and to provide the Lodi community as well as central and northern California a well respected Fine Art Photography Show that has no cost to view and lasts 30 days."

Project 3
Art Form(s): Visual
Grant Request: $1,200.00
Project Expenses: $2,500.00
Project Name: Paint Lodi
Recommended for funding for 2015/16: YES Award: $800.00
Project Description: "Project focuses on community involvement, An art contest limited times to create a paintings of locations in and around Lodi. Open to all ages. Art work is displayed at the Art Center Gallery. Awards are chosen by people's choice voting.
Benefit to the Community: "Lodi Community Art Center is a non-profit organization hoping to improve our citizens and our community through the awareness of creativity and art awareness especially through but not limited to our youth… This project focuses on the "Lodi Experience', to present views of Lodi through the eyes of artists young and old."

Project 4
Art Form(s): Visual
Grant Request: $2,000.00
Project Expenses: $3,690.00
Project Name: Youth Gallery and Student Scholarships
Recommended for funding for 2015/16: YES Award: $1,000.00

Project Description: "This project is designed to encourage local high school students to exhibit their art in the community. Through this program we are teaching students the importance of art. Community art teacher mentor students on portfolio assemblage, presentation and biography preparation in a workshop."
Benefit to the Community: "The Youth Gallery/Scholarship project provides opportunities and resources that foster outlets for creative expression and promotes reflection and self-expression for aspiring high school students interested in the visual arts… Families, friends, and the community appreciate and enjoy the students' artistic talent."
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Group Name: Valley Community Orchestra (VCO)
Art Form(s): Music
Grant Request: $2,500.00
Project Expenses: $3,200.00
Previous Funding: 2014/15- $2,000.00
Project Name: "Concerts in Lodi"
Recommended for funding for 2015/16: YES Award: $2,250.00
Project Description: "Valley Community Orchestra will present two orchestra concerts at Lodi venues during the concert season from September 2015 to June 2016. The orchestra will invite musical groups to participate in each concert. Concerts will be free of charge to all."
Benefit to the Community: "Music is important in Lodi. At one time, Lodi audiences supported the Lodi Symphony Orchestra, directed by Ron Marks. Unfortunately, it no longer exists. The VCO attempts fill the void left by the demise of the Lodi Symphony."

Group Name: Breakthrough Project
Art Form(s):
Grant Request: $1,120.00
Project Expenses: $1,720.00
Previous Funding: 2014- $918.00, 2015- $1,000.00
Project Name: "Lodi Annual Celebration of Unity"
Recommended for funding for 2015/16: YES Award: $1,000.00
Project Description: "The 18th Annual Celebration of Unity sponsored by the Breakthrough Project will be held on January 18, 2016. This free Lodi community event honors Dr. Martin Luther King's legacy by featuring a speaker or panel discussing inclusion and diversity. Lodi Unified elementary students read their winning essays on a topic celebrating diversity. A youth choir performs inspirational songs and the program concludes with attendees singing "We Shall Overcome."
Benefit to the Community: "The annual MLK Celebration of Unity is free and open to the public. The primary benefit is exposing the community to new viewpoints and increasing awareness… This activity has the potential to reach over 4,000 students, giving them the opportunity to research and learn about others or share their own cultural experiences."

Group Name: Central Valley Youth Symphony Association (CVYSA)
Art Form(s): Music
Grant Request: $7,000.00
Project Expenses: $14,500.00
Previous Funding: 2014/15- $5,000.00, 2013/14- $6,000.00, 2012/13- $5,500.00, 2011/12- $5,500.00
Project Name: "Children's Favorite Movie Scores Performed by the Central Valley Youth Symphony"
Recommended for funding for 2015/16: YES Award: $5,000.00
Project Description: "CVYSA in collaboration with the Lodi Children's Groups will perform selections from their favorite movie scores. The concert will be free to all 18 and under, with invitations to Lodi Schools, preschools, and others who offer children's activities."

Benefit to the Community: “This planned concert will give all of the members of our Lodi community a chance to enjoy recognizable symphonic music performed by a symphony orchestra. This grant proposal will also make this music available free of charge to all those 18 years and under. Research shows time and time again that music enhances our lives…”

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING FISCAL YEAR 2015/16 ARTS GRANTS

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WHEREAS, the Fiscal Year 2015/16 budget includes $36,500 in arts grants; and

WHEREAS, grant applications were distributed to local nonprofit organizations with a submittal deadline of April 1, 2015; and

WHEREAS, 13 grant applications were submitted and screened by a Lodi Arts Commission review panel; and

WHEREAS, 12 applications totaling $32,150 were approved by the Lodi Arts Commission at their meeting held on June 10, 2015, and are listed as follows:

Grants Submitted for Approval	
Grant Requestor	**Grant Amount**
Central Valley Youth Symphony (Concert)	$5,000
Breakthrough Project (Unity Celebration)	$1,000
Changing Faces Theater Company (Theater)	$10,000
Valley Community Orchestra (Concert)	$2,250
Lodi Community Art Center (Various) (Four Grants)	$4,100
Sandhill Crane Association (Art Show)	$1,500
Arts Foundation (Various) (Three Grants)	$8,300

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Fiscal Year 2015/16 arts grants as outlined above.

Dated: September 2, 2015

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I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-14

CITY OF LODI
COUNCIL COMMUNICATION

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AGENDA TITLE: Receive Update on Emergency Condition at Grape Bowl

MEETING DATE: September 2, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

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RECOMMENDED ACTION: Receive update on emergency condition at Grape Bowl.

BACKGROUND INFORMATION: A water leak beneath the artificial playing surface at the Grape Bowl was discovered on August 10, 2015, resulting in large amounts of engineered fill being washed away and a collapse of a section of the field. On August 19, the City Council declared an emergency condition exists at the Grape Bowl so that staff could expedite repairs and prevent additional failures of the engineered foundation.

Since then, agreements with FieldTurf Tarkett and A.M. Stephens have been prepared, allowing them to schedule crews for the task of opening the playing surface and excavating and reconstructing the foundation, and reassembly. Work is expected to commence on September 14 and last approximately one week. Estimated cost remains approximately $75,000, with $80,000 appropriated from the Parks Capital fund for this repair.

Staff anticipates the field will be ready to accommodate football games the week of September 21.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_____
Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM C-15

CITY OF LODI
COUNCIL COMMUNICATION

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AGENDA TITLE: Set Public Hearing for October 21, 2015, to Consider Unmet Transit Needs in Lodi

MEETING DATE: September 2, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for October 21, 2015, to consider unmet transit needs in Lodi.

BACKGROUND INFORMATION: The San Joaquin Council of Governments (SJCOG) is required to conduct an annual assessment of the existing transit system prior to the allocation of Local Transportation Funds for non-transit purposes (TDA Section 99401.5). SJCOG, the San Joaquin Regional Transit District, and local jurisdictions are sponsoring several upcoming Unmet Transit Needs hearings in San Joaquin County, including Lodi. Any comments received from those meetings will be communicated to City staff. It should be noted that many of the comments are given directly via email to SJCOG staff throughout the year.

Unmet Transit Needs are defined as transportation services not currently provided to those residents who use or would use public transportation regularly, if available, to meet their life expectations. SJCOG's Social Services Transportation Committee will evaluate the comments received based on a reasonableness test of six criteria. The criteria include community acceptance, equity, potential ridership, cost effectiveness, operational feasibility, and funding. The funding criterion requires the imposed service does not cause the public agency to incur expenses in excess of the maximum allocation of TDA funds. Completion of the Draft Unmet Transit Needs study is tentatively scheduled for January 2016 with adoption of the Final Unmet Transit Needs study in April 2016. Dial-A-Ride transit services will be advertised in the local newspaper and available for passengers attending the public hearing on October 21, 2015.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_____
F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer
FWS/PJF/
cc: Daniel Meza, San Joaquin Council of Governments
Paula Fernandez, Transportation Manager/Senior Traffic Engineer

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APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM C-16

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Amending Section 7 (b) of City Manager's Employment Agreement

MEETING DATE: September 2, 2015

PREPARED BY: Mayor

RECOMMENDED ACTION: Adopt Resolution amending Section 7 (b) of City Manager's Employment Agreement

BACKGROUND INFORMATION: Section 7 (b) of the City Manager's current employment contract states that the City Manager shall at all times be the highest paid City employee. For purposes of this section, pay is measured as including salary, health benefits and retirement benefits (deferred compensation and PERS). Due to the widening gap between the PERS rates for Miscellaneous employees (like the City Manager) and Safety employees (like the Police and Fire Chiefs), a proposal is before Council to revise this provision. Rates for fiscal year 2015/16 are 19.994% for Miscellaneous employees and 40.870% for Safety employees.

It is proposed that the reference to PERS be removed from the method of measuring compensation.

FISCAL IMPACT: Removal of the PERS component from the calculation of pay in the City Manager's contract for this purpose will allow for competitive salaries in the noted Safety positions without forcing an increase in the City Manager's pay.

FUNDING AVAILABLE: Not applicable.

_____
Bob Johnson
Mayor

BJ:ja

APPROVED: _____
Bob Johnson, Mayor

CONTRACT AMENDMENT TO CITY MANAGER
EMPLOYMENT AGREEMENT

THIS CONTRACT AMENDMENT made and effective this ____ day of September, 2015, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and Stephen Schwabauer, hereinafter called "Employee."

W I T N E S S E T H :

1. CONTRACT: City and Employee, entered into a City Manager Employment Agreement on June 4, 2014. City and employee now desire to amend the Agreement.

2. FIRST AMENDMENT: City and Employee now wish to amend Section 7 (b) of the Lodi City Manager's Employment Agreement, to remove the reference to PERS retirement benefits from the method of measuring the City Manager's pay, and shall read as follows:

   7. COMPENSATION:

   (b) City agrees that Employee shall at all times be the highest paid City employee. Pay for purposes of this paragraph shall be measured as the sum of salary, health benefits and deferred compensation retirement benefits, but shall not include any other benefits or overtime compensation. Salaries approved by the City Manager through authority derived from the City Council will not trigger this salary differential provision (i.e., only salaries originated, directly reviewed and approved by the City Council will trigger this provision).

3. TERM AND TERMS: All other terms and conditions, including compensation paid to Employee, will remain as set forth in the City Manager Employment Agreement, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.

CITY OF LODI, a municipal corporation

BOB JOHNSON
Mayor

Attest:

JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

EMPLOYEE:

STEPHEN SCHWABAUER
City Manager

EXHIBIT A

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of June 4, 2014, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Stephen Schwabauer, hereinafter called "Employee," both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for him to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **GENERAL:**

   City agrees to employ Employee as the City Manager of City starting June 4, 2014, and Employee agrees to perform the functions and duties the City Council shall from time to time assign to him.

2. **DUTIES & AUTHORITY:**

   Employee has the duty to:

(a) Perform the functions and duties of a City Manager as specified in the California Government Code, City Ordinances, Resolutions, Rules and Regulations and other state and local statutes;

(b) Perform all legally permissible and proper duties and functions as the City Council shall assign. Such duties may be modified from time to time upon such terms as are mutually agreeable to City and Employee;

(c) Employee shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies;

(d) Attend City Council meetings as needed by the City Council; and

(e) Review all documents prior to agendizing for any special and/or regular meetings of the City Council. Employee may make recommendations to the Mayor concerning the endorsement of or opposition to any proposed agenda items. If, in the opinion of Employee and the Mayor, an item is inappropriate for consideration or is inadequately prepared, it shall not be agendized but returned

immediately to the person who submitted it with the reason for rejection. This paragraph shall not limit the right of any City Council member to agendize any item, provided City Council rules and procedures are complied with.

3. EXCLUSIVE EMPLOYMENT:

(a) Employee has the duty and herein commits to devote his full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Manager.

(b) Employee shall not accept employment from or on behalf of any person, firm, corporation or entity during the term of this Agreement except as approved in writing by the City Council. The foregoing shall not be construed to prevent Employee from performing volunteer community service, provided Employee shall, prior to performing such services, disclose such anticipated services to the City Council and obtain its approval. Any approved outside services shall not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to fully perform his duties for City hereunder.

4. EMPLOYEE COMMITMENTS:

(a) Specific Tasks and Work Plans – Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion by the City Council as frequently as the City Council may choose.

(b) Hours of Work – Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of his position. Employee does not have set hours of work as he is expected to be available at all times. It is recognized that Employee must devote a great deal of his time outside "normal office hours" to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to his work schedule.

5. CITY COMMITMENTS:

(a) City shall provide Employee with an office, support staff, office equipment, supplies and all other facilities and services adequate for the performance of his duties.

(b) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge

(a) Base Salary – Employee shall be paid an annual salary of $179,025.00 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads.

(b) City agrees that Employee shall at all times be the highest paid City employee. Pay for purposes of this paragraph shall be measured as the sum of salary, health benefits and retirement benefits (deferred compensation and PERS) but shall not include any other benefits or overtime compensation. Salaries approved by the City Manager through authority derived from the City Council will not trigger this salary differential provision (i.e., only salaries originated, directly reviewed and approved by the City Council will trigger this provision).

(c) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers' Compensation.

(d) Future annual adjustments to Employee's salary shall be set by City Council action. City may not reduce salary or benefits provided by this Agreement unless:

(i) it does so on a Citywide (all employees) basis, and then in no greater percentage than the average reduction of all City employees, or

(ii) it does so after providing Employee with a written negative performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.

8. AUTOMOBILE:

Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses in accordance with City's travel policies.

9. GENERAL EXPENSES:

Employee shall also be reimbursed by City for reasonable out of pocket expenses incurred in the course and scope of his employment in accordance with City reimbursement policies.

10. BASIC BENEFITS:

(a) Holidays - Employee shall receive 36 floating hours of paid leave and nine and one half (9 ½) paid fixed holidays per year credited in the same manner as all other City employees.

(b) Vacation Leave – Employee's vacation shall be calculated as if he were in his fifteenth year of continuous city service (i.e. Employee will receive 160.16 hours)

of paid vacation leave per year) increasing from there as provided in the Executive Management Statement of Benefits, as it may be amended from time to time by the City Council. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated vacation time to his credit at his rate of pay as of his date of termination.

(c) Sick Leave - Employee shall be granted 12 days of sick leave per year which will accrue at a rate of 3.70 hours per pay period with no limit on the amount that can be accumulated.

(d) Administrative Leave - Employee shall be granted eighty (80) hours of administrative leave per year. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated administrative leave to his credit at his rate of pay as of his date of termination.

(e) Other terms and conditions – Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other executive management employees of City in addition to said benefits set out in this Agreement.

11. INSURANCE:

(a) Medical Insurance: Employee shall receive family dental insurance, long term disability, chiropractic insurance and any other similar benefit which may be made available to Employee by the City as outlined in the City of Lodi Executive Management Statement of Benefits, as it may be amended from time to time by the City Council. The Statement of Benefits or Council Resolution describes these benefits and any applicable deductibles.

Employee shall also receive medical insurance for employee and dependents through Cal-PERS-Medical Plans. City shall pay 100% of the premium for employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in the City of Lodi's geographic area (excluding PORAC) as of January 1, 2014.

If employee selects a higher cost medical plan, employee will pay the difference as a payroll deduction. If employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to

the City.

Employee will pay 100% of the change in medical costs beginning January 1, 2015. The baseline will be the January 1, 2014 lowest costs PERS HMO for the employee's family category (Family, $1,709.06; Employee+1, $1,314.66; Single, $657.33).

(b) Deferred Compensation: Employee may participate in the City's Deferred Compensation plan. The City will match up to a percentage equal to the highest amount provided to any bargaining group.

(c) Life Insurance: Employee shall receive Life Insurance as provided in the Executive Statement of Benefits, as it may be amended from time to time by the City Council.

12. RETIREMENT:

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it. Employee shall contribute Employee's contribution of seven (7) percent of salary to the membership contract with PERS for each pay period.

13. SEPARATION:

(a) Resignation – In the event Employee terminates this Agreement by voluntary resignation of his position with the City, Employee shall not be entitled to severance pay otherwise provided in Paragraph 14 of this Agreement. In the event Employee voluntarily resigns his position with City, he shall give City at least forty-five (45) days advance written notice and shall be entitled to all earned salary and all earned, accrued, and unused leave (vacation, sick, administrative, and holiday) in the manner as all other City employees.

(b) Termination & Removal – The City Council may remove Employee with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. Employee shall not be removed during the first 120 days following any change in membership of the City Council, except upon four-fifths vote of the City Council. Given the at-will nature of the position of City Manager, an important element of the employment Agreement pertains to termination. It is in both the City's interest and that of Employee that separation of Employee be done in a businesslike manner.

14. TERMINATION AND SEVERANCE:

In the event Employee is terminated by the City Council, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary and to continue

to pay Employee's health insurance benefits on the same terms set forth in Paragraph 11(a) of this Agreement for six (6) months from the Employee's date of termination. In all cases such payments shall be subject to all rules and regulations governing income tax withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or a breach of this Agreement, City shall have no obligation to pay any severance provided in this Paragraph 14. In the event employee is convicted of a crime involving abuse of his office or position, as described in Paragraph 19, Employee shall reimburse City for any severance pay paid to Employee under this Paragraph 14.

15. EMPLOYMENT TERM:

(a) Employee is an "at will" employee and shall serve at the pleasure of the City Council.

(b) Except as provided in Paragraph 14, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position as City Manager, subject only to the provisions set forth in Paragraph 13 of this Agreement.

16. MODIFICATIONS:

No modification of this Agreement shall be valid unless said modification is in writing and signed by the party to be charged.

17. CONFLICT OF INTEREST:

Because of the duties and role of Employee on behalf of the City and its citizenry, Employee shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council.

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

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18. INDEMNIFICATION:

In accordance with and subject to the provisions of California's Government Claims Act (Government Code §825 et seq.), and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of his duties on the City's behalf for the period of his employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as City Manager. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of his duties, the City may provide defense counsel for Employee in such suit and indemnify him from any judgment rendered against him; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

19. ABUSE OF OFFICE:

Any severance payments or cash settlement paid in relation to the termination of this Agreement, pursuant to Paragraph 14, and any legal criminal defense payments made by the City in the defense of Employee, if any, are subject to, and shall be interpreted to comply with, the limitations set forth in Government Code section 53260, concerning the maximum cash settlement in an employment contract, and Government Code sections 53243 through 53243.4, limiting and/or restricting payment or continued retention of severance payments and/or legal criminal defense payments should Employee be convicted of a crime involving an abuse of office or position. "Abuse of office or position" for purposes of this Agreement, shall be as defined in Government Code section 53243.4 which provides: '"abuse of office or position' means either of the following: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code."

20. ATTORNEY'S FEES:

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing party in such action or

proceedings shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith. In the event either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before whom such suit, action, or appeal is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this Agreement or be a separate obligation as appropriate.

21. SEVERABILITY:

If any provision, or any portion of any provision of this contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

22. INTEGRATED AGREEMENT:

This writing contains the entire agreement between the parties and all prior or contemporaneous agreements, understandings or discussions relative to this Agreement are hereby superseded.

23. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Lodi, California.

24. NOTICES:

All written notices required pursuant to this agreement shall be delivered to: City Clerk, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 West Pine Street, Lodi, CA 95240; and Stephen Schwabauer, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 W. Pine Street, Lodi, CA 95240.

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25. EXECUTION:

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

By: _____
Phil Katzakian
Mayor

EMPLOYEE:

_____
Stephen Schwabauer
City Manager

Attest:

_____
Randi Johl-Olson
City Clerk

Approved as to Form:

_____
Janice D. Magdich
~~Interim~~ City Attorney

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENT TO SECTION 7(b) OF THE LODI
CITY MANAGER'S EMPLOYMENT AGREEMENT

==========

WHEREAS, Section 7 (b) of the Lodi City Manager's current employment contract states that the City Manager shall at all times be the highest-paid City employee; and

WHEREAS, for purposes of this section, pay is measured as including salary, health benefits and retirement benefits (deferred compensation and PERS); and

WHEREAS, due to the widening gap between the PERS rates for Miscellaneous employees (i.e., City Manager) and Safety employees (i.e., Police and Fire Chiefs), a proposal is before Council to revise this provision; and

WHEREAS, PERS retirement rates for Fiscal Year 2015/16 are 19.994 percent for Miscellaneous employees and 40.870 percent for Safety employees; and

WHEREAS, the proposal presented to the City Council is to remove the reference to PERS retirement benefits from the method of measuring the City Manager's compensation; and

WHEREAS, removal of the PERS retirement component from the calculation of pay in the City Manager's contract for this purpose will allow for competitive salaries in the noted Safety positions without forcing an increase in the City Manager's pay.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve amending Section 7(b) of the Lodi City Manager's Employment Agreement dated June 4, 2014, to remove the reference to PERS retirement benefits from the method of measuring the City Manager's pay.

Dated: September 2, 2015

==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the Lodi City Council in a regular meeting held September 2, 2015 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM G-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Resolution Establishing Area of Benefit and Reimbursable Costs for Harney Lane Grade Separation Project Utility Undergrounding

MEETING DATE: September 2, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public Hearing to consider resolution establishing area of benefit and reimbursable costs for Harney Lane Grade Separation Project utility undergrounding.

BACKGROUND INFORMATION: At the December 17, 2014 City Council meeting, a resolution was approved authorizing the City Manager to execute a Pacific Gas & Electric (PG&E) Rule 20C Agreement for the Harney Lane Grade Separation Project for utility undergrounding work at a cost to the City of $128,640. A copy of the agreement is provided in Attachment 1.

The California Public Utility Commission requires utility companies to relocate their facilities that will conflict with the construction of a municipal project at no cost to the municipality. The utility companies will relocate overhead utilities to another overhead location at no cost to the municipality. However, the utilities in the vicinity of the Stockton Street and Harney Lane intersection are required to be placed underground by the Reynolds Ranch Project. Rather than move the utilities to a new overhead location and later place them underground, it was most cost effective to pay the added cost then to place the utilities underground, instead of later on when development of the Reynolds Ranch Project triggered the utility undergrounding requirement.

On October 1, 2014, the City Council approved the most recent public improvement agreement for the Reynolds Ranch project. Within that Council communication, City Council was informed of the condition in the Environmental Impact Report, that the Reynolds Ranch project is obligated to construct intersection improvements at the Harney Lane and Stockton Street intersection and to underground the existing overhead PG&E utility lines that are located along Harney Lane at that location. It was noted that if the intersection improvements are constructed with the Harney Lane Grade Separation Project prior to being constructed by the Reynolds Ranch project, the developer must reimburse the City for the cost of those improvements. The estimated cost of the intersection improvements that include the south leg of the traffic signal, ADA ramps, and pavement of the curb and gutter along Stockton Street is approximately $225,000, and would be in addition to the $128,640 cost to underground the existing utility lines. The costs associated with both the undergrounding of utilities and the intersection improvements noted above are to be reimbursed by the Reynolds Ranch Development.

APPROVED: _____

Stephen Schwabauer, City Manager

Staff recommends the reimbursable costs be assigned to the remaining undeveloped parcels on the basis of net acreage as presented in the spreadsheet provided in Attachment 2. The benefitting undeveloped parcels are identified on the map provided in Attachment 3.

In conformance with Lodi Municipal Code section 17.62.050 and Government Code section 65091, et. Seq., the reimbursable amount will be adjusted annually to include an amount attributable to interest, which will be based on the change in the Engineering News Record (ENR) 20 Cities Construction Cost Index from January 1, 2015 to the January 1st of the year of reimbursement. The beginning ENR index is 9972.

In conformance with LMC Section 17.62.050, staff recommends that Council conduct a public hearing to establish an area of benefit and reimbursable costs to recover the cost of utility undergrounding improvements constructed with the Harney Lane Grade Separation Project that benefit adjacent properties within the Reynolds Ranch Project.

FISCAL IMPACT: City recovers Regional Transportation Impact Fee funds advanced for utility undergrounding.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by F. Wally Sandelin, Public Works Director
FWS/FWS/tb
Attachments

Attachment 1

RECEIVED
NOV 1 - 2014
CITY MANAGER'S OFFICE

November 7, 2014

Stephen Schwabauer
City of Lodi, A Government Agency
221 West Pine Street
LODI , CA 95240

RE: Contract ID: 1178123: HARNEY LANE GRADE SEPARATION

Dear Stephen Schwabauer ,

Enclosed are gas and/or electric agreements for your project located at:

HARNEY LANE, LODI, 95242

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Electric Overhead to Underground Conversion (20C)	$128,639.95	$0.00	$0.00
Less Credit (Engineering Advance, etc.)	$0.00	$0.00	$0.00
TOTAL **	$128,639.95	$0.00	$0.00
TOTAL PAYMENT DUE	**$128,639.95**	**OR**	**$128,639.95**

*** Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.**
**** The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.**

Please sign both copies of the agreement and return one copy of the agreement to the address below along with your payment and retain one copy for your records. If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 45 days from PG&E's receipt of the Agreement for construction to commence.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Brad Joaquin at 209-942-1767 or BRJ6@pge.com.

Please send the executed Agreements and payment to:

RFC

PG&E CFM/PPC DEPARTMENT
PO BOX 997340
Sacramento, CA 95899-7340

Sincerely,

Candace Briskey

Candace Briskey
Service Planning Supervisor

106223169E

Pacific Gas and Electric Company
Agreement to Perform Tariff Schedule Related Work

DISTRIBUTION:
___ APPLICANT (Original)
___ DIVISION (Original)
___ ACCTG. SVCS.

REFERENCES:

Notification #	106223169
Contract #	1178123
R20-PM #	31030059

City of Lodi, A Government Agency (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: **HARNEY LANE, LODI, 95242**

DESCRIPTION OF WORK: **Rule 20C - Underground existing overhead electric facilities**

Engineering & Administrative Costs		$21,952.34
Value of Applicant Design Work	(+)	$0.00
Cost of Additional Applicant Design Plan Checks	(+)	$0.00
Value of 20C Underground System	(+)	$60,328.56
Tie-In of 20C by PG&E	(+)	$11,974.74
PG&E Land Rights Costs	(+)	$0.00
Inspection Fees	(+)	$0.00
Value of 20CTrench & Excavation	(+)	$0.00
Value of 20C Conduits & Substructures	(+)	$7,538.58
Rule 20C Trench Permits Obtained by PG&E	(+)	$0.00
less Salavage & Depreciation for Overhead Facilities	(-)	$5,836.00
SUB TOTAL	**(=)**	**$95,958.22**
plus ITCC @ 34%	(+)	$32,625.80
plus Cost to Remove Overhead Line by PG&E	(+)	$55.93
less 20C Underground System Installed by Applicant	(-)	$0.00
less 20C Trench & Excavation Provided by Applicant	(-)	$0.00
less 20C Conduits & Substructures Installed by Applicant	(-)	$0.00
less Value of Applicant Design Work	(-)	$0.00
Electric Rule 20C Cash Payment	**(=)**	**$128,639.95**

106223169E

62-4527 (Rev 1-91)
Service Planning
Advice No. 1830-G/1842-E
Effective 4/09/91

4. Applicant shall pay to PG&E, prompt on demand by PG&E, as the complete contract price hereunder, the sum of One Hundred Twenty-Eight Thousand Six Hundred Thirty-Nine Dollars And Ninety-Five Cents ($128,639.95)

Upon completion of requested work, ownership shall vest in: X PG&E ___ Applicant

Executed this 18th day of December 2014

City of Lodi, A Government Agency
Applicant

By: _____

Stephen Schwabauer
Print/Type/Name

Title: City Manager

Mailing Address: 221 W. Pine Street
LODI CA 95240

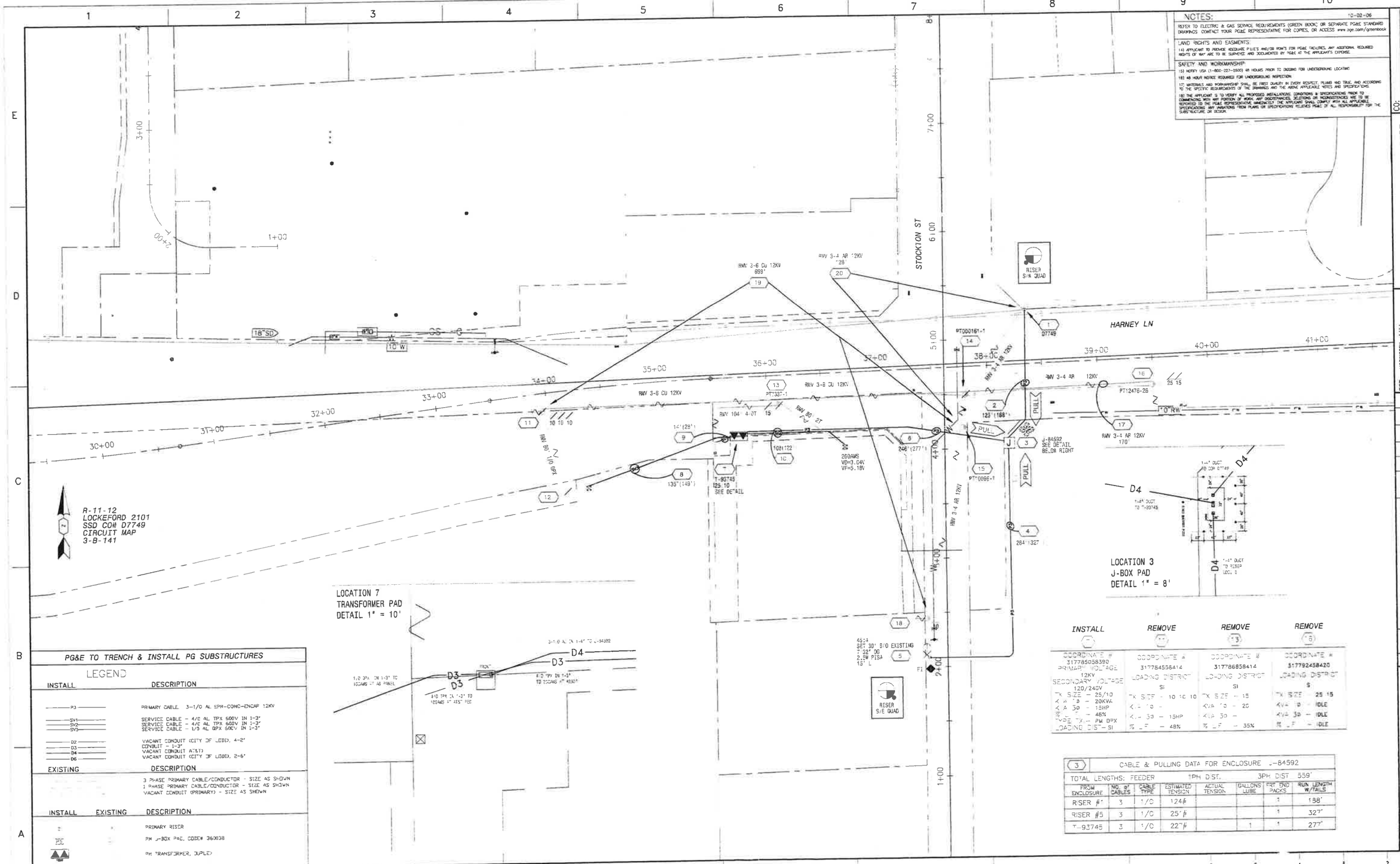
PACIFIC GAS & ELECTRIC COMPANY

By: Candace Briskey

Candace Briskey

Title: **Service Planning Supervisor**

Approved as to form
City Attorney



NOTES:

10-02-06

REFER TO ELECTRIC & GAS SERVICE REQUIREMENTS (GREEN BOOK) OR SEPARATE PG&E STANDARD DRAWINGS. CONTACT YOUR PG&E REPRESENTATIVE FOR COPIES, OR ACCESS www.pge.com/greenbook

LAND RIGHTS AND EASMENTS:

14) APPLICANT TO PROVIDE RESERVE PLE'S AND/OR ROW'S FOR PG&E FACILITIES. ANY ADDITIONAL REQUIRED RIGHTS OF WAY ARE TO BE SURVEYED AND DOCUMENTED BY PG&E AT THE APPLICANT'S EXPENSE.

SAFETY AND WORKMANSHIP:

15) NOTIFY USA (1-800-227-2600) 48 HOURS PRIOR TO DIGGING FOR UNDERGROUND LOCATING

16) 48 HOUR NOTICE REQUIRED FOR UNDERGROUND INSPECTION.

17) MATERIALS AND WORKMANSHIP SHALL BE FIRST QUALITY IN EVERY RESPECT, PLUMB AND TRUE, AND ACCORDING TO THE SPECIFIC REQUIREMENTS OF THE DRAWINGS AND THE ABOVE APPLICABLE NOTES AND SPECIFICATIONS.

18) THE APPLICANT IS TO VERIFY ALL PROPOSED INSTALLATIONS, CONDITIONS & SPECIFICATIONS PRIOR TO COMMENCING WITH ANY PORTION OF WORK. ANY OBSTRUCTIONS, DEVIATIONS OR INCONSISTENCIES ARE TO BE REPORTED TO THE PG&E REPRESENTATIVE IMMEDIATELY. THE APPLICANT SHALL COMPLY WITH ALL APPLICABLE SPECIFICATIONS. ANY VARIATIONS FROM PLANS OR SPECIFICATIONS RELIEVES PG&E OF ALL RESPONSIBILITY FOR THE SUBSTRUCTURE OR DESIGN.

PG&E TO TRENCH & INSTALL PG SUBSTRUCTURES

LEGEND

INSTALL	DESCRIPTION
P3	PRIMARY CABLE 3-1/0 AL SPR-CONC-ENCAP 12KV
SV1	SERVICE CABLE - 4/C AL TPX 600V IN 1-3"
SV2	SERVICE CABLE - 4/C AL TPX 600V IN 1-3"
SV3	SERVICE CABLE - 1/3 AL QPX 600V IN 1-3"
D2	VACANT CONDUIT (CITY OF LODI, 4-2"
D3	CONDUIT - 1-3"
D4	VACANT CONDUIT AT&T)
D6	VACANT CONDUIT (CITY OF LODI, 2-6"

EXISTING	DESCRIPTION
	3 PHASE PRIMARY CABLE/CONDUCTOR - SIZE AS SHOWN
	1 PHASE PRIMARY CABLE/CONDUCTOR - SIZE AS SHOWN
	VACANT CONDUIT (PRIMARY) - SIZE AS SHOWN

INSTALL	EXISTING	DESCRIPTION
		PRIMARY RISER
		PM J-BOX PAD, CODE# 360038
		PM TRANSFORMER, DUPLEX

INSTALL (5)	REMOVE (2)	REMOVE (3)	REMOVE (8)
COORDINATE # 317785058390	COORDINATE # 317784556414	COORDINATE # 317786858414	COORDINATE # 317792458420
PRIMARY VOLTAGE 12KV	LOADING DISTRICT SI	LOADING DISTRICT SI	LOADING DISTRICT S
SECONDARY VOLTAGE 120/240V			
TX SIZE - 25/10	TX SIZE - 10 10 10	TX SIZE - 15	TX SIZE - 25 15
KVA 10 - 20KVA	KVA 10 -	KVA 10 - 20	KVA 10 - IDLE
KVA 30 - 15HP	KVA 30 - 15HP	KVA 30 -	KVA 30 - IDLE
% - 46%			
TYPE TX - PM OPX			
LOADING DIST - SI	% - F - 48%	% - F - 35%	% - F - IDLE

(3) CABLE & PULLING DATA FOR ENCLOSURE J-84592							
TOTAL LENGTHS: FEEDER			1PH DIST.			3PH DIST 559'	
FROM ENCLOSURE	NO. of CABLES	CABLE TYPE	ESTIMATED TENSION	ACTUAL TENSION	GALLONS LUBE	PRT END PACKS	RUN LENGTH W/TAILS
RISER #1	3	1/C	124#			1	188'
RISER #5	3	1/C	25'#			1	327'
T-93745	3	1/C	227#		1	1	277'

CO:
SD:
NOTIF.: 10622169
Other:
SHT: 1 OF 1
SHEETS
REV. 0
PM: 31030059

ENGINEERING AND PLANNING DEPT.
4040 WEST LANE
STOCKTON
PHONE #:209-947-1767 FAX #:209 942 1768
PG&E PACIFIC GAS AND ELECTRIC COMPANY

EST: MORRISSEY x1414
ADE: GAEBEL x1588
SUPV: BRISKEY x847-6616
REP: JOAQUIN x1767
PLNR: MARCHETTI x1781
SCALE: 1"=40'
DATE: 12/3/13

NO.	DATE	DESCRIPTION	ORDER #	DWN	CHKD	SUPV	APV'D BY
		REVISIONS					

R20C
HARNEY LN & STOCKTON ST
LODI

Attachment 2

Reynolds Ranch Undeveloped Parcel Breakdown

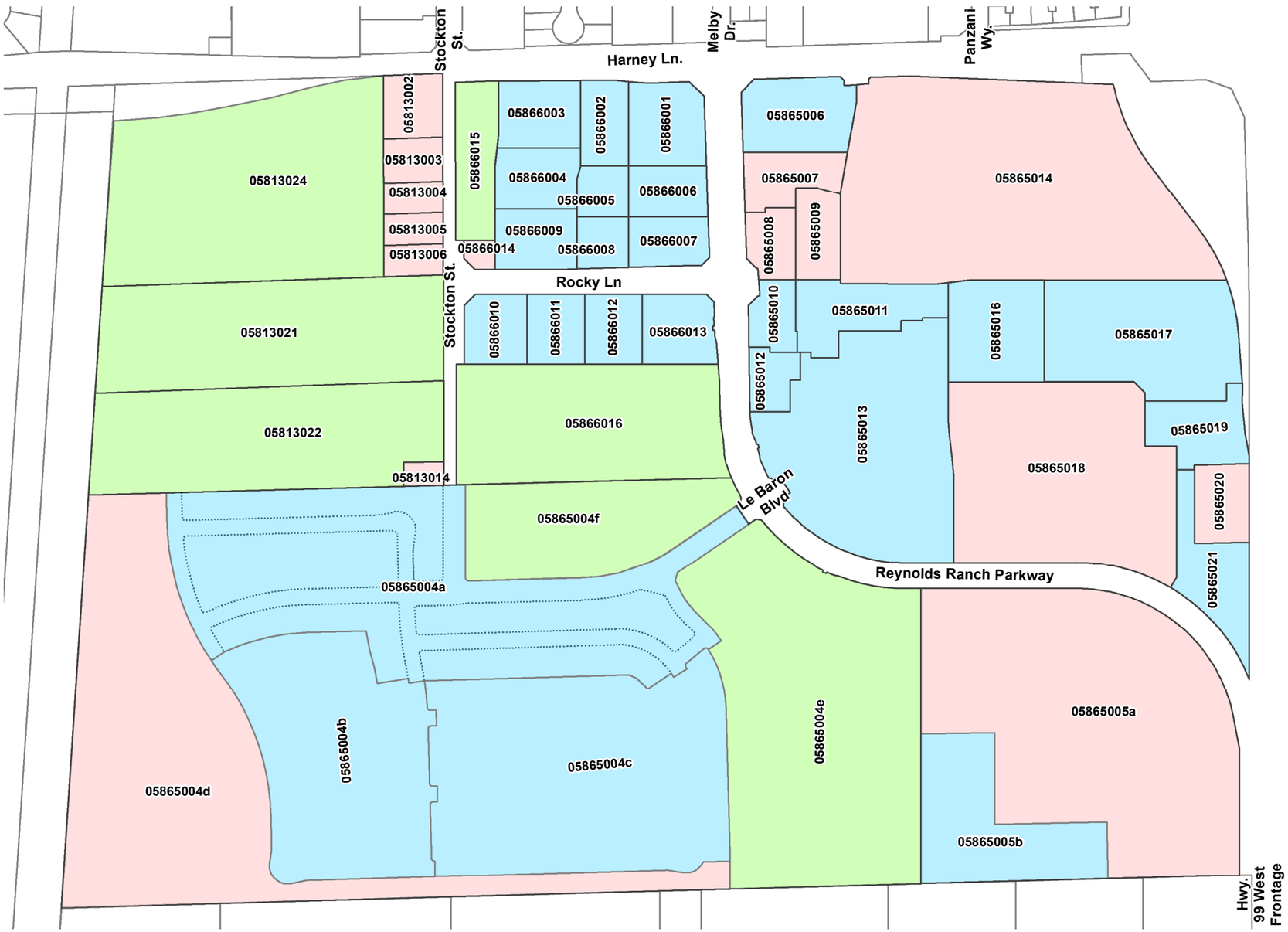
Total Utility Relocation Cost: $ 128,640
Cost / Acre: $ 916.83

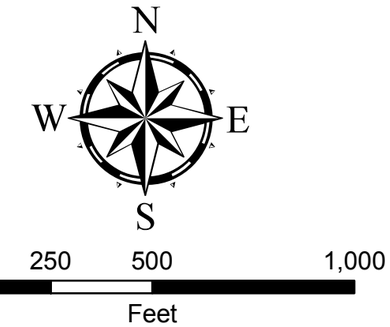
APN	Description	Property Owner 1	Parcel Size (AC)	Building Permit (Y/N)	Non-Permitted Area (AC)	Total Charge
05813002	2601 S STOCKTON ST [1]	VARNER, SEAN & SUMMER	0.70	Y	0	$ -
05813003	2621 S STOCKTON ST	IBARRA, RAMON L	0.61	Y	0	$ -
05813004	2635 S STOCKTON ST	GRIFFITTS, WILLIAM E & CHERYL	0.43	Y	0	$ -
05813005	2707 S STOCKTON ST	ZARATE, DONNA I TR	0.43	Y	0	$ -
05813006	2719 S STOCKTON ST	DELLA MAGGIORA, DOMENICO TR ET	0.43	Y	0	$ -
05813014	2845 S STOCKTON ST	GOMEZ, SALVADOR & MARIA A	0.22	Y	0	$ -
05813021	Future Residential	SEEMAN, DAVID ALAN & LINDA E T	8.63	N	8.63	$ 7,912
05813022	Future Residential	PELLETTI, MARIA VILMA TR	8.28	N	8.28	$ 7,591
05813024	Future Residential [1]	GARY T TSUTSUMI	11.72	N	11.72	$ 10,745
05865004a	Residential Phase 1	SKINNER RANCH HOLDINGS LP	17.14	N	17.14	$ 15,714
05865004b	Residential Phase 2	SKINNER RANCH HOLDINGS LP	9.50	N	9.5	$ 8,710
05865004c	Residential Phase 3	SKINNER RANCH HOLDINGS LP	13.74	N	13.74	$ 12,597
05865004d	Pond / Basin / Trail	SKINNER RANCH HOLDINGS LP	16.88	Y	0	$ -
05865004e	Future Senior Housing	SKINNER RANCH HOLDINGS LP	15.57	N	15.57	$ 14,275
05865004f	Future Commercial (Phase 3B)	SKINNER RANCH HOLDINGS LP	5.25	N	5.25	$ 4,813
05865005a	Blue Shield	CALIF PHYSICIANS SERVICE CORP	16.30	Y	0	$ -
05865005b	Future Blue Shield Expansion	CALIF PHYSICIANS SERVICE CORP	4.10	N	4.1	$ 3,759
05865006	SEC of Harney & RR Pkwy	SANDPIPER PENNEBAKER GROUP LLC	1.91	N	1.91	$ 1,751
05865007	Starbucks/Verizon/Subway	LHRP PHASE 2C LLC	1.11	Y	0	$ -
05865008	5 Guys/Supercuts/Wing Stop	LHRP PHASE 2C LLC	0.78	Y	0	$ -
05865009	Sleep Train / Grand Nails & Spa	LHRP PHASE 2C LLC	0.96	Y	0	$ -
05865010	SEC of RR Pkwy & Rocky	SANDPIPER PENNEBAKER GROUP LLC	0.73	N	0.73	$ 669
05865011	East of 05865010	SANDPIPER PENNEBAKER GROUP LLC	1.86	N	1.86	$ 1,705
05865012	South of 05865010	SANDPIPER PENNEBAKER GROUP LLC	0.66	N	0.66	$ 605
05865013	NEC of RR Pkwy & Le Baron	SANDPIPER PENNEBAKER GROUP LLC	8.67	N	8.67	$ 7,949
05865014	Costco	COSTCO WHOLESALE CORP	15.05	Y	0	$ -
05865016	East of 05865011	SANDPIPER PENNEBAKER GROUP LLC	2.30	N	2.3	$ 2,109
05865017	East of 05865016	SANDPIPER PENNEBAKER GROUP LLC	5.00	N	5	$ 4,584
05865018	Home Depot	TELFAIR CORPORATION	9.25	Y	0	$ -
05865019	NE of Home Depot	SANDPIPER PENNEBAKER GROUP LLC	1.45	N	1.45	$ 1,329
05865020	East of Home Depot	KATZAKIAN, CHARLES S & MELISSA	1.00	Y	0	$ -
05865021	SE of Home Depot	SANDPIPER PENNEBAKER GROUP LLC	1.73	N	1.73	$ 1,586
05866001	Commercial Phase 3A - Par. 1	SKINNER RANCH HOLDINGS LP	1.47	N	1.47	$ 1,348
05866002	Commercial Phase 3A - Par. 2	SANDPIPER PENNEBAKER GROUP LLC	0.95	N	0.95	$ 871
05866003	Commercial Phase 3A - Par. 3	SANDPIPER PENNEBAKER GROUP LLC	1.25	N	1.25	$ 1,146
05866004	Commercial Phase 3A - Par. 4	SANDPIPER PENNEBAKER GROUP LLC	1.19	N	1.19	$ 1,091
05866005	Commercial Phase 3A - Par. 5	SANDPIPER PENNEBAKER GROUP LLC	0.61	N	0.61	$ 559
05866006	Commercial Phase 3A - Par. 6	SANDPIPER PENNEBAKER GROUP LLC	0.94	N	0.94	$ 862
05866007	Commercial Phase 3A - Par. 7	SKINNER RANCH HOLDINGS LP	0.93	N	0.93	$ 853
05866008	Commercial Phase 3A - Par. 8	SANDPIPER PENNEBAKER GROUP LLC	0.62	N	0.62	$ 568
05866009	Commercial Phase 3A - Par. 9	SANDPIPER PENNEBAKER GROUP LLC	1.17	N	1.17	$ 1,073
05866010	Commercial Phase 3A - Par. 10	SANDPIPER PENNEBAKER GROUP LLC	1.02	N	1.02	$ 935
05866011	Commercial Phase 3A - Par. 11	SANDPIPER PENNEBAKER GROUP LLC	0.94	N	0.94	$ 862
05866012	Commercial Phase 3A - Par. 12	SANDPIPER PENNEBAKER GROUP LLC	0.94	N	0.94	$ 862
05866013	Commercial Phase 3A - Par. 13	SKINNER RANCH HOLDINGS LP	1.18	N	1.18	$ 1,082
05866014	WW Pump Station	SKINNER RANCH HOLDINGS LP	0.20	Y	0	$ -
05866015	Future Fire Sta / Res. Dev.	LODI CITY OF	1.53	N	1.53	$ 1,403
05866016	Future Commercial (Phase 3B)	SKINNER RANCH HOLDINGS LP	7.33	N	7.33	$ 6,720
		Totals:	**204.66**		**140.31**	$ 128,640

Note:
[1] Adjusted for Harney Lane Grade Separation Dedications

Attachment 3

HARNEY LANE AND STOCKTON STREET OVERHEAD UTILITY RELOCATION REYNOLDS RANCH PARCELS





Legend

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- Entitled, No Building Permit
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Parcels Without Building Permits

APN	Description	Non-Permitted Area (AC)
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05813024	Future Residential	11.72
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05865004b	Residential Phase 2	9.5
05865004c	Residential Phase 3	13.74
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05865004f	Future Commercial (Phase 3B)	5.25
05865005b	Future Blue Shield Expansion	4.1
05865006	SEC of Harney & RR Pkwy	1.91
05865010	SEC of RR Pkwy & Rocky	0.73
05865011	East of 05865010	1.86
05865012	South of 05865010	0.66
05865013	NEC of RR Pkwy & Le Baron	8.67
05865016	East of 05865011	2.3
05865017	East of 05865016	5
05865019	NE of Home Depot	1.45
05865021	SE of Home Depot	1.73
05866001	Commercial Phase 3A - Par. 1	1.47
05866002	Commercial Phase 3A - Par. 2	0.95
05866003	Commercial Phase 3A - Par. 3	1.25
05866004	Commercial Phase 3A - Par. 4	1.19
05866005	Commercial Phase 3A - Par. 5	0.61
05866006	Commercial Phase 3A - Par. 6	0.94
05866007	Commercial Phase 3A - Par. 7	0.93
05866008	Commercial Phase 3A - Par. 8	0.62
05866009	Commercial Phase 3A - Par. 9	1.17
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05866012	Commercial Phase 3A - Par. 12	0.94
05866013	Commercial Phase 3A - Par. 13	1.18
05866015	Future Fire Sta / Res. Dev.	1.53
05866016	Future Commercial (Phase 3B)	7.33

Date: 7/29/2015

Document Path: \\CVCFILV02\PubWks$\WP\DEV_SERV\Developments\Reynolds Ranch\RR-HarneyStocktonUtilityPropertyExhibit.mxd

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
ESTABLISHING AN AREA OF BENEFIT AND
REIMBURSIBLE COSTS FOR HARNEY LANE
GRADE SEPARATION PROJECT UTILITY
UNDERGROUNDING

==========

WHEREAS, at the December 17, 2014, City Council meeting, Resolution No. 2014-233 was adopted authorizing the City Manager to execute a Pacific Gas & Electric (PG&E) Rule 20C Agreement for the Harney Lane Grade Separation Project for utility undergrounding work at a cost to the City of $128,640; and

WHEREAS, the California Public Utility Commission requires utility companies to relocate facilities that will conflict with the construction of a municipal project at no cost to the municipality. The utility companies will relocate overhead utilities to another overhead location at no cost to the municipality; and

WHEREAS, the utilities in the vicinity of the Stockton Street and Harney Lane intersection are required to be placed underground by the Reynolds Ranch Project. Rather than move the utilities to a new overhead location and later place them underground, it was more cost effective to pay the added cost now to place the utilities underground, instead of later, when development of the Reynolds Ranch Project triggered the utility undergrounding requirement; and

WHEREAS, the Reynolds Ranch project is obligated to construct intersection improvements at the Harney Lane and Stockton Street intersection and to underground the existing overhead PG&E utility lines that are located along Harney Lane at that location. The costs associated with both the undergrounding of utilities and the intersection improvements noted above are to be reimbursed by the Reynolds Ranch Development; and

WHEREAS, staff recommends the reimbursable costs be assigned to the remaining undeveloped parcels on the basis of net acreage; and

WHEREAS, pursuant to Lodi Municipal Code Section 15.64.080, the reimbursable amount will be adjusted annually to include an amount attributable to interest, which will be based on the change in the Engineering News Record (ENR) 20 Cities Construction Cost Index from January 1, 2015 to the January 1st of the year of reimbursement. The beginning ENR index is 9972.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby establish an area of benefit and reimbursable costs for the Harney Lane Grade Separation Project utility undergrounding; and

BE IT FURTHER RESOLVED by the Lodi City Council, that pursuant to Lodi Municipal Code Section 15.64.080, the reimbursable amount will be adjusted annually to include an amount attributable to interest, which will be based on the change in the Engineering News Record (ENR) 20 Cities Construction Cost Index from January 1, 2015 to the January 1st of the year of reimbursement. The beginning ENR index is 9972.

Dated: September 2, 2015

==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

Please immediately confirm receipt of this fax by calling 333-6702

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: **PUBLIC HEARING ON RESOLUTION ESTABLISHING AREA OF BENEFIT AND REIMBURSABLE COSTS FOR HARNEY LANE GRADE SEPARATION PROJECT UTILITY UNDERGROUNDING**

PUBLISH DATE: **SATURDAY, AUGUST 22, 2015**

LEGAL AD

TEAR SHEETS WANTED: **One (1) please**

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

JENNIFER M. FERRAIOLO, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, AUGUST 20, 2015

ORDERED BY: JENNIFER M. FERRAIOLO
CITY CLERK

Pamela M. Farris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

Emailed to the Sentinel at dianer@lodinews.com at 9:34 (time) on 8/20/15 (date) _____ (pages)
LNS _____ Phoned to confirm receipt of all pages at _____ (time) ___ES ___PMF (initials)

forms\advins.doc

CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING
Date: September 2, 2015
Time: 7:00 p.m.

For information regarding this notice please contact:
Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 2, 2015**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

a) **Resolution Establishing Area of Benefit and Reimbursable Costs for Harney Lane Grade Separation Project Utility Undergrounding (as shown on the map on file in the City Clerk's Office)**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Jennifer M. Ferraiolo
City Clerk

Dated: August 20, 2015

Approved as to form:

Janice D. Magdich
City Attorney

DECLARATION OF POSTING

RESOLUTION ESTABLISHING AREA OF BENEFIT AND REIMBURSABLE COSTS FOR HARNEY LANE GRADE SEPARATION PROJECT UTILITY UNDERGROUNDING

On Thursday, August 20, 2015, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider a resolution establishing Area of Benefit and Reimbursable Costs for Harney Lane Grade Separation Project Utility Undergrounding (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 20, 2015, at Lodi, California.

ORDERED BY:

JENNIFER M. FERRAIOLO
CITY CLERK

Pamela M. Farris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING
Date: September 2, 2015
Time: 7:00 p.m.

EXHIBIT A

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By Order of the Lodi City Council:

Jennifer M. Ferraiolo

Jennifer M. Ferraiolo
City Clerk

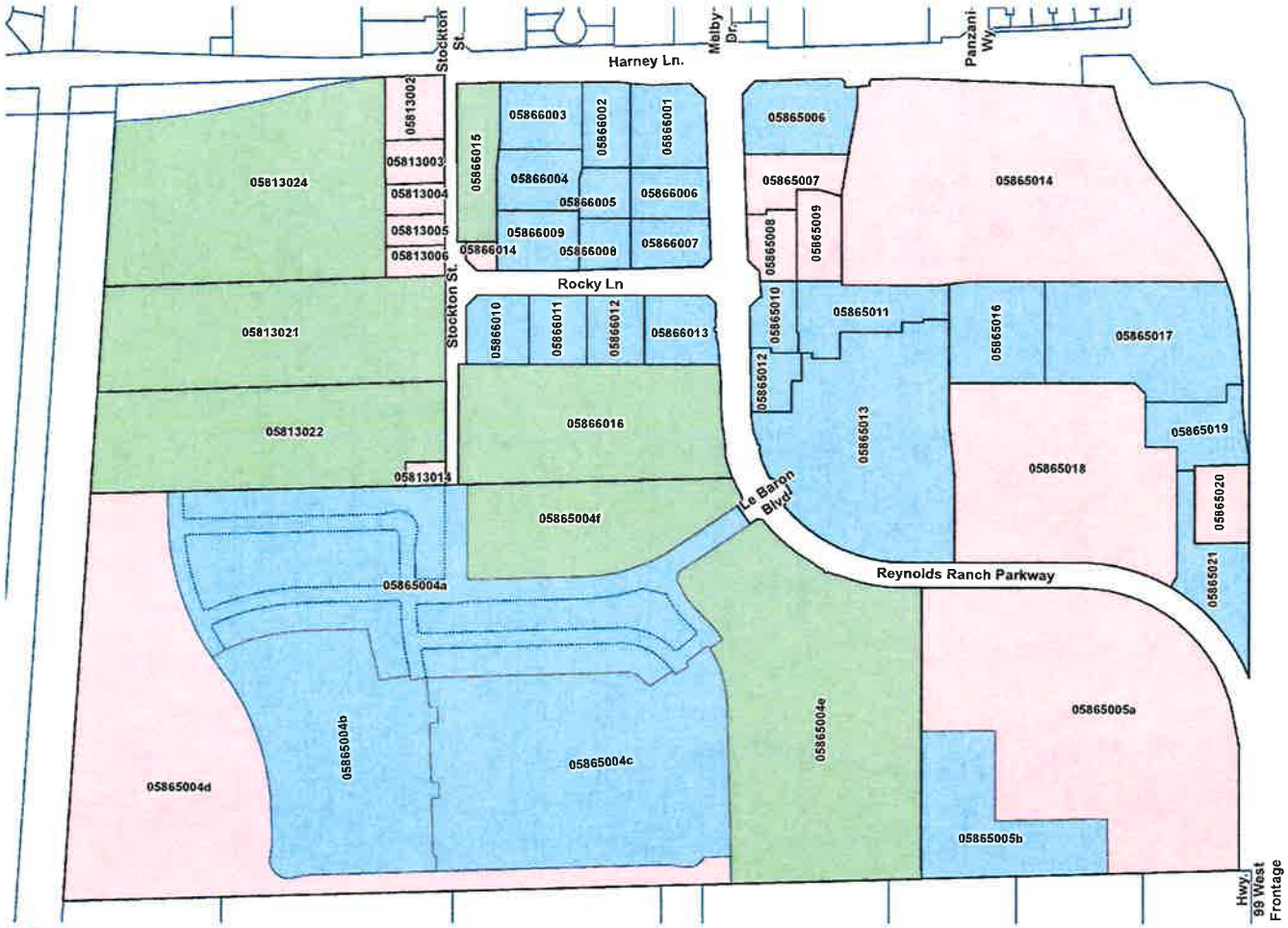
Dated: August 20, 2015

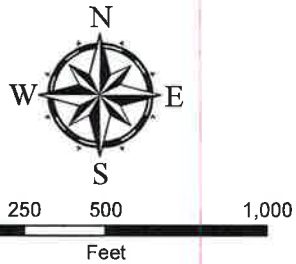
Approved as to form:

Janice D. Magdich
City Attorney

EXHIBIT A

HARNEY LANE AND STOCKTON STREET OVERHEAD UTILITY RELOCATION REYNOLDS RANCH PARCELS





Legend

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Parcels Without Building Permits

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Date: 7/29/2015
Document Path: \\CVCFILV02\PubWks$\WP\DEV_SERV\Developments\Reynolds Ranch\RR-HarneyStocktonUtilityPropertyExhibit.mxd

DECLARATION OF MAILING

NOTICE OF PUBLIC HEARING TO CONSIDER RESOLUTION ESTABLISHING AREA OF BENEFIT AND REIMBURSABLE COSTS FOR HARNEY LANE GRADE SEPARATION PROJECT UTILITY UNDERGROUNDING

On Thursday, August 20, 2015, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a notice of public hearing to consider resolution establishing Area of Benefit and Reimbursable Costs for Harney Lane Grade Separation Project Utility Undergrounding, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 20, 2015, at Lodi, California.

ORDERED BY:

JENNIFER M. FERRAIOLO
CITY CLERK, CITY OF LODI

Pamela M. Farris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

EXHIBIT A

CITY OF LODI

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Jennifer M. Ferraiolo
City Clerk

Dated: August 20, 2015

Approved as to form:

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City Attorney

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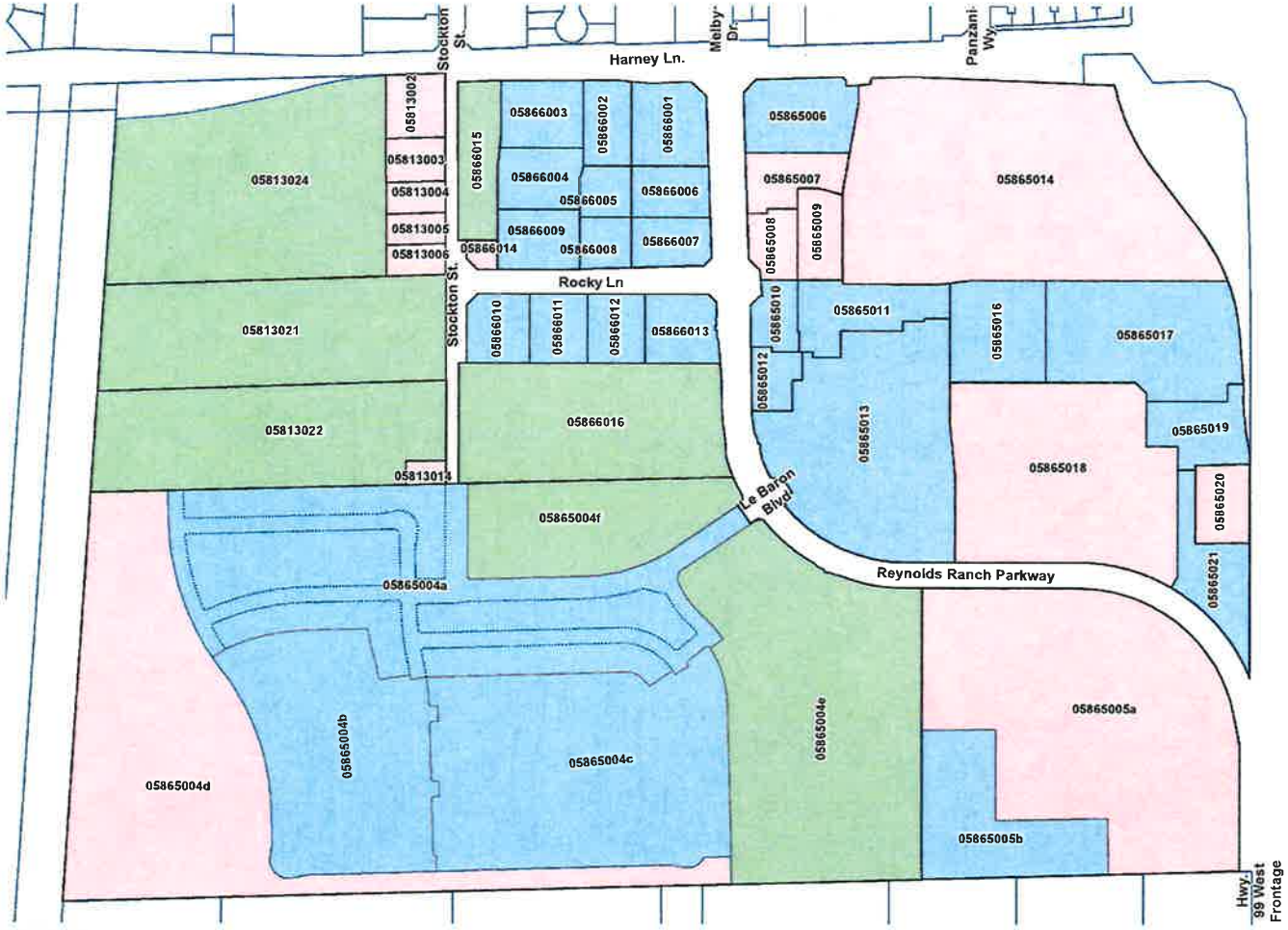

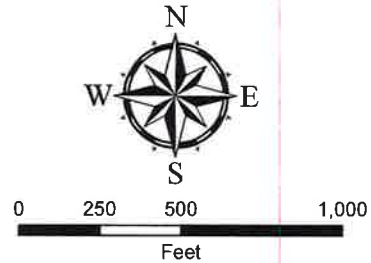

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OWNER_NAME	CARE_OF	OWNER_STREET	OWNER_CITY	OWNER_STATE	OWNER_ZIP5
BEESLA, ONKAR S		2510 VALLINI LN	LODI	CA	95240
CALIF PHYSICIANS SERVICE CORP	BLUE SHIELD OF CAL ATTN: EMAN	50 BEALE ST 17TH FLR	SAN FRANCISCO	CA	94105
COSTCO WHOLESALE CORP		999 LAKE DR	ISSAQUAH	WA	98027
CRYSTAL ENTERPRISES L P		PO BOX 1259	WOODBRIDGE	CA	95258
DE LA TRINIDAD, SUSANA CALDERA		PO BOX 653	LOCKEFORD	CA	95237
DEL CASTILLO, MARCIANO & BERTH		3651 SCOTTSDALE RD	LODI	CA	95240
DEL CASTILLO, MARCIANO & BERTH		4279 SCOTTSDALE RD	LODI	CA	95240
DELTA PACKING CO		PO BOX 338	VICTOR	CA	95253
DHARNI LADA LLC		255 E HARNEY LN	LODI	CA	95240
ERGONIS LAND CO LP		19991 FAIRWAY CT	WOODBRIDGE	CA	95258
FELKINS, JEANETTE L TR ETAL		23480 N DEVRIES RD	LODI	CA	95242
FLEMMER, LOWELL BRUCE & VIOLET		2031 BERN WAY	LODI	CA	95242
GALLAGHER, SHANE E & VALERIE A		2506 MARANO LN	LODI	CA	95240
GAWEL, JASON & KIMBERLY		7506 AMARILLO RD	DUBLIN	CA	94568
HERRERA, JESUS RAMIREZ & MARIA		2509 VALLINI LN	LODI	CA	95240
HERRERA, JOSE R & DEBRA		12637 N HWY 99	LODI	CA	95240
HOTHI, KIRANJIT KAUR		2514 MERCATO LN	LODI	CA	95240
IBARRA, RAMON L		2621 S STOCKTON ST	LODI	CA	95240
JOHAL, DALBIR		527 N WILSON WAY	STOCKTON	CA	95205
JONES, ANN A		2564 KIRSTEN CT	LODI	CA	95240
KATZAKIAN, CHARLES S & MELISSA		PO BOX 2484	LODI	CA	95241
KHAN, AZAM ETAL	QASIM KHAN	2564 MELBY DR	LODI	CA	95240
KHAN, SAJID		2512 MARANO LN	LODI	CA	95240
LAWLEY, RODNEY & PENNY ETAL	LAWLEY BROS LLC % JORDAN LAWLE	PO BOX 2132	LA JOLLA	CA	92038
LOGAN, WENDELL & DORATHEA		311 E HARNEY LN	LODI	CA	95242
LOPEZ, ROBERTO & GUADALUPE		2511 MARANO LN	LODI	CA	95240
MENDOZA, ELVIS O		2505 MARANO LN	LODI	CA	95240
MIKILAS, KATHERINE		872 WESTWIND DR	LODI	CA	95242
MILLER, NANCY C TR		349 E HARNEY LN	LODI	CA	95240
NDR REYNOLDS LLC ETAL		1875 CENTURY PARK EAST #1340	CENTURY CITY	CA	90067
NITTA, GORDON YASUHIKO & TATSU		3771 SCOTTSDALE RD	LODI	CA	95240
PELLETTI, MARIA VILMA TR		2825 S STOCKTON ST	LODI	CA	95240
PILCHER, JAMES C & SUSAN		239 MULBERRY CIR	LODI	CA	95240
PRICE, ELIZABETH		2565 KIRSTEN CT	LODI	CA	95240
RANDHAWA, GURINDER		2513 MERCATO LN	LODI	CA	95240
REESE, STEVEN A		4291 SCOTTSDALE RD	LODI	CA	95240
RENNER, ROBERT L JR		245 MULBERRY CIR	LODI	CA	95240
RISHWAIN, TIMOTHY E		3909 E SCOTTSDALE RD	LODI	CA	95240

EXHIBIT B

ROBERT L & CAROLYN W REYNO ET	DONALD R REYNOLDS	33 E TOKAY ST	LODI	CA	95240
ROMAN CATHOLIC WELFARE CORP ST		212 N SAN JOAQUIN ST	STOCKTON	CA	95202
SANCHEZ, VICTOR M V		506 MASSAROSA LN	LODI	CA	95240
SANDERS, AARON ETAL	CURTIS & BARBARA YANAGIHARA	2553 KIRSTEN CT	LODI	CA	95240
SANDPIPER PENNEBAKER GROUP LLC		1420 S MILLS AVE SUITE M	LODI	CA	95242
SEEMAN, DAVID ALAN & LINDA E T	RALPH R & VIRGINIA WASHBURN TR	2299 GREENBRIAR CT	YUBA CITY	CA	95993
SHERGILL, HARBHAJAN S & DEVIND		5541 QUASHNICK RD	STOCKTON	CA	95212
SKINNER RANCH HOLDINGS LP		1420 S MILLS AVE SUITE L	LODI	CA	95242
TELFAIR CORPORATION	HOME DEPOT INC USA	13161 TELFAIR AVE	SYLMAR	CA	91342
THAYER, WALTER A & JOANNE M TR		325 E HARNEY LN	LODI	CA	95240
TROXCLAIR, CRAIG & ELIZABETH T		2231 SEAHAWK LN	LODI	CA	95240
TSUTSUMI, DIANE Y	GARY T TSUTSUMI	3725 E ARMSTRONG RD	LODI	CA	95240
UNION PACIFIC RAILROAD COMPANY	UNION PACIFIC RAILROAD COMPANY	1400 DOUGLAS ST STOP 1640	OMAHA	NE	68179
VALLEY IRON WORKS INC	JOSEPH M COUBAL	2205 ROARING CAMP DR	GOLD RIVER	CA	95670
VARGO, JIMMIE B & COURTNEY M		314 DRIFTWOOD DR	LODI	CA	95240
VARNER, SEAN & SUMMER		2601 S STOCKTON ST	LODI	CA	95240
WARREN, FRANK L & MAXINE		308 DRIFTWOOD DR	LODI	CA	95240

AGENDA ITEM G-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Adopt a Resolution of Formation of the Lodi Tourism Business Improvement District

MEETING DATE: September 2, 2015

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Public Hearing to adopt a Resolution of Formation of the Lodi Tourism Business Improvement District

BACKGROUND INFORMATION: In response to petitions received from lodging businesses that will pay more than 50 percent of the total amount of the proposed assessment, on July 15, 2015 the Council adopted a Resolution of Intention to establish the Lodi Tourism Business Improvement District (District) and a Resolution Requesting the Consent of San Joaquin County to create the Lodi Tourism Business Improvement District, which boundaries include County Service Area No. 31, also known as "Flag City." The new District would be formed under the Property and Business Improvement Law of 1994 and would provide additional revenue-generation opportunity for the District through an increased assessment rate for lodging businesses located within City limits; an Owners Association responsible for implementation of the Management District Plan; and a five-year initial term. Notices were subsequently mailed out beginning a mandatory 45-day period in which owners could protest district formation. The protest period was scheduled to end on August 29.

On August 5, 2015 the Council held a public meeting to allow public testimony regarding the proposed District; adopted a Resolution of Intention to disestablish the existing District; and introduced an Ordinance to disestablish the existing District.

Current Situation

Staff will update the Council at the meeting regarding the status of the San Joaquin County Board of Supervisors granting consent to the City to establish the District within unincorporated County Service Area No. 31.

Staff recommends Council adopt a Resolution of Formation. In addition, staff recommends Council adopt the Ordinance disestablishing the existing District, which is scheduled separately on this agenda.

APPROVED: _____

Stephen Schwabauer, City Manager

FISCAL IMPACT: None immediately. The City will receive a fee of 3.25 percent of the amount collected to cover its costs of administration. Because the district programs are intended to increase visitation to the City, there may be an increase in transient occupancy tax and sales tax collections.

FUNDING AVAILABLE: Not applicable.

_____

Adam Brucker
Business Development Manager

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING THE RESULTS OF MAJORITY PROTEST
PROCEEDINGS AND ESTABLISHING THE LODI
TOURISM BUSINESS IMPROVEMENT DISTRICT

==========

WHEREAS, the Property and Business Improvement District Law of 1994, Streets and Highways Code §36600 et seq., authorizes the City to establish business improvement districts upon petition by a weighted majority of the lodging business owners located within the boundaries of the district; and

WHEREAS, lodging business owners who will pay more than fifty percent (50%) of the proposed assessment, as weighted according to the amount of the assessment to be paid by the petitioner, within the boundaries of the Lodi Tourism Business Improvement District ("LTBID") have petitioned the City Council to establish the LTBID; and

WHEREAS, the proposed district includes lodging businesses in the City of Lodi and the County of San Joaquin; and

WHEREAS, consent to include lodging businesses in a portion of its jurisdiction has been received from the County of San Joaquin; and

WHEREAS, included with the petitions was a Management District Plan (Plan) summary that describes the proposed assessment to be levied on lodging businesses within the LTBID to pay for sales promotion and marketing activities, and other improvements and activities set forth in the Plan; and

WHEREAS, the assessed lodging businesses within the LTBID will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS, on July 15, 2015, at 7:00 p.m., at Carnegie Forum, 305 West Pine Street, Lodi, CA, 95240, the City Council adopted a Resolution of Intention, Resolution No. 2015-120; and

WHEREAS, the public meeting and public hearing to consider the establishment of the LTBID have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on August 5, 2015, at 7:00 p.m., at Carnegie Forum, 305 West Pine Street, Lodi, CA, 95240, the City Council held a public meeting regarding the establishment of the LTBID, and the City Council heard and received objections and protests, if any, to the establishment of the LTBID and the levy of the proposed assessment; and

WHEREAS, on September 2, 2015, at 7:00 p.m., at Carnegie Forum, 305 West Pine Street, Lodi, CA, 95240, the City Council held a public hearing regarding the establishment of the LTBID, and the City Council heard and received all objections and

protests, if any, to the establishment of the LTBID and the levy of the proposed assessment; and

WHEREAS, the City Clerk has determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the proposed district which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business.

NOW, THEREFORE, BE IT RESOLVED BY THE LODI CITY COUNCIL THAT:

1. The recitals set forth herein are adopted by the City Council as findings and they are true and correct.

2. The Lodi Tourism Business Improvement District is hereby established for a five (5) year term, beginning October 2, 2015 through September 30, 2020.

3. The Plan dated August 19, 2015 is hereby adopted and approved.

4. The activities to be provided to benefit businesses in the district will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the district; to provide activities or improvements outside the LTBID; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention, and the Plan.

5. The City Council finds as follows:

a) The activities funded by the assessment will provide a specific benefit to assessed businesses within the LTBID that is not provided to those not paying the assessment.

b) The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

c) The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.

d) Assessments imposed pursuant to the LTBID are levied solely upon the assessed business, and the business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all communications from the business owner as the “LTBID Assessment.”

6. The assessments levied for the LTBID shall be applied towards sales, promotions and marketing programs to market Lodi lodging businesses as tourist,

meeting and event destinations, and other improvements and activities as set forth in the Plan.

7. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase room rentals, an assessment based on room rentals is the best measure of benefit.

8. The assessments for the entire District will total approximately $538,000 in year one.

9. Bonds shall not be issued to fund the LTBID.

10. The LTBID shall include all lodging business located within the boundaries of the the City of Lodi and a portion of the unincorporated area of San Joaquin County, County Service Area No. 31, also know as "Flag City". A boundary map is attached hereto and incorporated herein by reference.

11. The assessments shall be used for the purposes set forth above and any funds remaining at the end of any year may be used in subsequent years in which the LTBID assessment is levied, as long as they are used consistent with the requirements set forth herein.

12. The assessments to fund the activities and improvements for the LTBID will be collected by the City and County on a quarterly basis, and in accordance with Streets and Highways Code §36631.

13. The City Council, through adoption of this Resolution and the Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the LTBID as defined in Streets and Highways Code §36614.5. The City Council has determined that the Lodi Conference and Visitors Bureau shall be the Owners' Association.

14. Lodi Conference and Visitors Bureau, pursuant to Streets and Highways Code §36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the district.

15. The LTBID established pursuant to this resolution will be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

16. The City Clerk, or his or her designee, is directed to take all necessary actions to complete the establishment of the LTBID and to levy the assessments.

17. This Resolution shall take effect immediately upon its adoption by the Lodi City Council.

Dated: September 2, 2015

==========

I hereby certify that resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 2, 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS

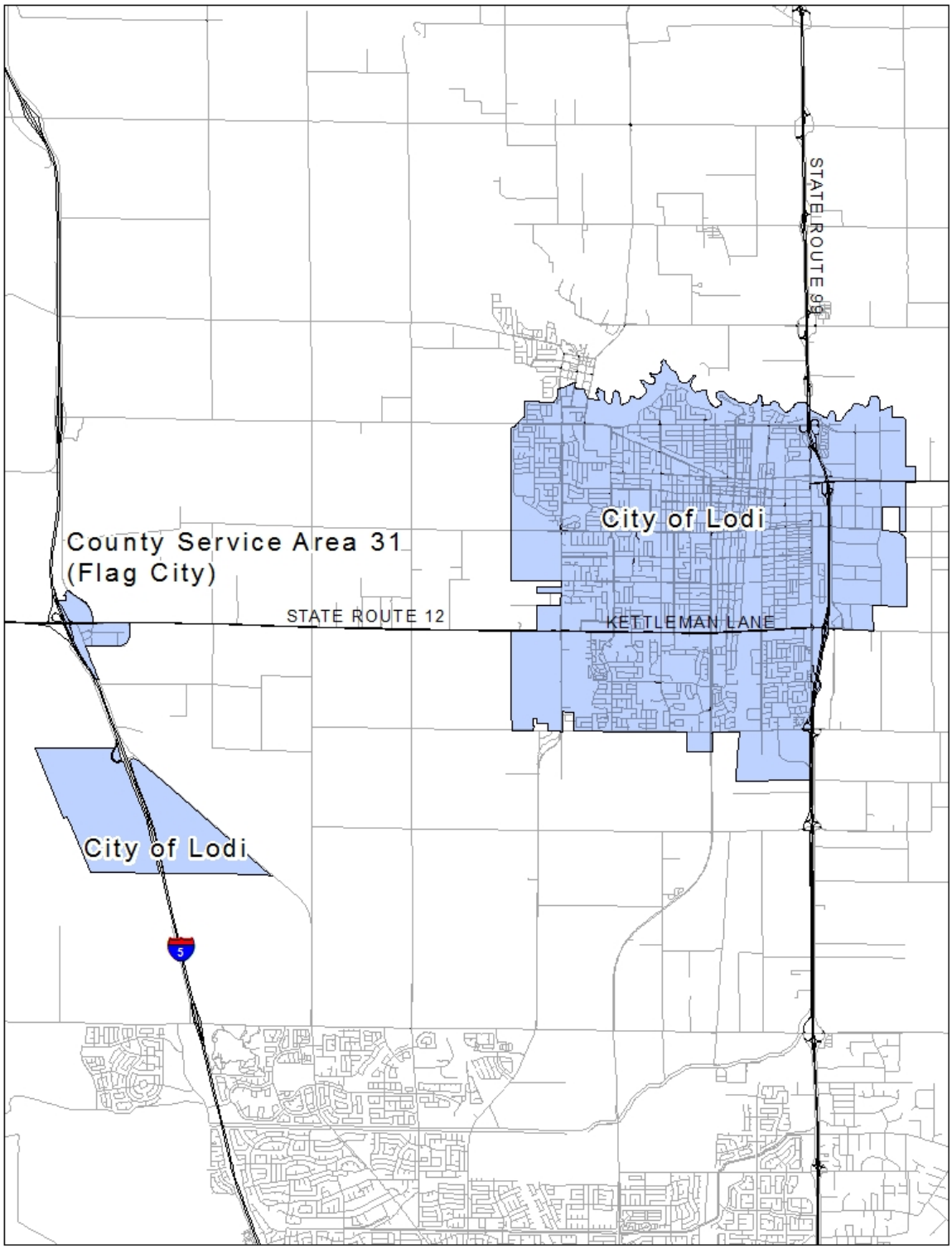
ABSTAIN: COUNCIL MEMBERS:

_____
BOB JOHNSON
Mayor

ATTEST:

_____
JENNIFER M. FERRAIOLO
City Clerk

Boundary Map



Please immediately confirm receipt of this fax by calling 333-6702

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: **PUBLIC HEARING ON RESOLUTION OF INTENTION TO DISESTABLISH THE LODI TOURISM BUSINESS IMPROVEMENT DISTRICT**

PUBLISH DATE: **SATURDAY, AUGUST 8, 2015**

LEGAL AD

TEAR SHEETS WANTED: **One (1) please**

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

JENNIFER M. FERRAIOLO, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, AUGUST 6, 2015

ORDERED BY: JENNIFER M. FERRAIOLO
CITY CLERK

Pamela M. Farris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

Emailed to the Sentinel at dianer@lodinews.com at 10:08 (time) on 8/6/15 (date) _____(pages)
LNS _____ Phoned to confirm receipt of all pages at _____(time) ____ES ____PMF (initials)

forms\advins.doc

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2015-135

A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING ITS INTENTION TO DISESTABLISH THE
LODI TOURISM BUSINESS IMPROVEMENT DISTRICT

==========

WHEREAS, on October 6, 2004, the City Council adopted Ordinance No. 1753 establishing the Lodi Tourism Business Improvement District (herein called "District"); and

WHEREAS, on January 21, 2009, the City Council adopted Ordinance No. 1818 expanding the District; and

WHEREAS, the Parking and Business Improvement Area Law of 1989 (herein called "89 Law"), Streets and Highways Code §36500 et seq., allows the City Council to disestablish the District; and

WHEREAS, the City Council now intends to disestablish the District.

NOW, THEREFORE, BE IT RESOLVED BY THE LODI CITY COUNCIL AS FOLLOWS:

1. The recitals set forth herein are true and correct.

2. The City Council declares its intention to disestablish the Lodi Tourism Business Improvement District.

3. **The time and place for a public hearing on the disestablishment of the District are set for 7:00 p.m., or as soon thereafter as the matter may be heard, on September 2, 2015, at the Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, CA, 95240.**

4. The City Council intends to disestablish the District concurrently with forming a new tourism marketing district under the Property and Business Improvement District Law of 1994. The proposed new district will contain the same businesses, therefore, the City Council proposes transferring any remaining revenue to the new district, to be used for marketing and promotions efforts that benefit those businesses which paid the assessment.

5. The City Clerk is directed to provide notice of the public hearing in accordance with Streets and Highways Code §36523.

6. This resolution shall take effect immediately upon its adoption by the City Council.

Dated: August 5, 2015

==========

I hereby certify that Resolution No. 2015-135 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 5, 2015, by the following vote:

AYES: COUNCIL MEMBERS – Chandler, Kuehne, Mounce, and Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mayor Johnson

ABSTAIN: COUNCIL MEMBERS – None

MARK CHANDLER
Mayor Pro Tempore

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

DECLARATION OF POSTING

PUBLIC HEARING ON RESOLUTION OF INTENTION TO DISESTABLISH THE LODI TOURISM BUSINESS IMPROVEMENT DISTRICT

On Tuesday, August 11, 2015, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing on Resolution of Intention to disestablish the Lodi Tourism Business Improvement District (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 11, 2015, at Lodi, California.

ORDERED BY:

JENNIFER M. FERRAIOLO
CITY CLERK

Jennifer M Ferraiolo

JENNIFER M. FERRAIOLO
CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

EXHIBIT A

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2015-135

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DECLARING ITS INTENTION TO DISESTABLISH THE
LODI TOURISM BUSINESS IMPROVEMENT DISTRICT

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WHEREAS, the City Council now intends to disestablish the District.

NOW, THEREFORE, BE IT RESOLVED BY THE LODI CITY COUNCIL AS FOLLOWS:

1. The recitals set forth herein are true and correct.

2. The City Council declares its intention to disestablish the Lodi Tourism Business Improvement District.

3. **The time and place for a public hearing on the disestablishment of the District are set for 7:00 p.m., or as soon thereafter as the matter may be heard, on September 2, 2015, at the Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, CA, 95240.**

4. The City Council intends to disestablish the District concurrently with forming a new tourism marketing district under the Property and Business Improvement District Law of 1994. The proposed new district will contain the same businesses, therefore, the City Council proposes transferring any remaining revenue to the new district, to be used for marketing and promotions efforts that benefit those businesses which paid the assessment.

5. The City Clerk is directed to provide notice of the public hearing in accordance with Streets and Highways Code §36523.

6. This resolution shall take effect immediately upon its adoption by the City Council.

Dated: August 5, 2015

==========

I hereby certify that Resolution No. 2015-135 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 5, 2015, by the following vote:

AYES: COUNCIL MEMBERS – Chandler, Kuehne, Mounce, and Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mayor Johnson

ABSTAIN: COUNCIL MEMBERS – None

Mark Chandler

MARK CHANDLER
Mayor Pro Tempore

ATTEST:

Jennifer M Ferraiolo

JENNIFER M. FERRAIOLO
City Clerk

DECLARATION OF MAILING

RESOLUTION OF INTENTION TO DISESTABLISH THE LODI TOURISM BUSINESS IMPROVEMENT DISTRICT

On Tuesday, April 11, 2015, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Resolution of Intention to disestablish the Lodi Tourism Business Improvement District, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 11, 2015, at Lodi, California.

ORDERED BY:

JENNIFER M. FERRAIOLO
CITY CLERK, CITY OF LODI

Jennifer M Ferraiolo

JENNIFER M. FERRAIOLO
CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

CITY COUNCIL
BOB JOHNSON, Mayor
MARK CHANDLER,
Mayor Pro Tempore
DOUG KUEHNE
JOANNE MOUNCE
ALAN NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

STEPHEN SCHWABAUER
City Manager

JENNIFER M. FERRAIOLO
City Clerk

JANICE D. MAGDICH
City Attorney

EXHIBIT A

August 6, 2015

RE: RESOLUTION OF INTENTION TO DISESTABLISH THE LODI TOURISM BUSINESS IMPROVEMENT DISTRICT

The Lodi City Council, at the August 5, 2015 Regular Meeting, adopted the enclosed Resolution of Intention to Disestablish the Lodi Tourism Business Improvement District and establish the public hearing date of September 2, 2015.

Should you have any questions, please feel free to contact the City Clerk's Office.

Sincerely,

Pamela M. Farris

Pamela M. Farris
Deputy City Clerk

PMF

Enclosure

N:\Administration\CLERK\Followup\ILTBID_Disestablish.doc

RESOLUTION NO. 2015-135

A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING ITS INTENTION TO DISESTABLISH THE
LODI TOURISM BUSINESS IMPROVEMENT DISTRICT

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WHEREAS, the City Council now intends to disestablish the District.

NOW, THEREFORE, BE IT RESOLVED BY THE LODI CITY COUNCIL AS FOLLOWS:

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2. The City Council declares its intention to disestablish the Lodi Tourism Business Improvement District.

3. The time and place for a public hearing on the disestablishment of the District are set for 7:00 p.m., or as soon thereafter as the matter may be heard, on September 2, 2015, at the Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, CA, 95240.

4. The City Council intends to disestablish the District concurrently with forming a new tourism marketing district under the Property and Business Improvement District Law of 1994. The proposed new district will contain the same businesses, therefore, the City Council proposes transferring any remaining revenue to the new district, to be used for marketing and promotions efforts that benefit those businesses which paid the assessment.

5. The City Clerk is directed to provide notice of the public hearing in accordance with Streets and Highways Code §36523.

6. This resolution shall take effect immediately upon its adoption by the City Council.

Dated: August 5, 2015

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I hereby certify that Resolution No. 2015-135 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 5, 2015, by the following vote:

AYES: COUNCIL MEMBERS – Chandler, Kuehne, Mounce, and Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mayor Johnson

ABSTAIN: COUNCIL MEMBERS – None

Mark Chandler

MARK CHANDLER
Mayor Pro Tempore

ATTEST:

Jennifer M. Ferraiolo

JENNIFER M. FERRAIOLO
City Clerk

NAME	ATTN	MA1	MA2
Wine & Roses LLC		2505 W. Turner Rd.	Lodi, Calif. 95242
Del Rancho Motel	Ashvin Patel	501 N. Cherokee Ln	Lodi, Calif. 95240
Motel 6	Shri Laxmi Ganesha Inc	1140 S Cherokee Ln	Lodi, CA 95240
Star Hotel	Patel, Kanu /Jayesh K.	P. O. Box 263	Lodi, Calif. 95241
Budget Inn of Lodi	Suresh B. Patel	917 S. Cherokee Ln	Lodi, Calif. 95240
Econo Lodge Inn & Suites	Sann Hospitality	118 N. Cherokee Ln	Lodi, CA 95240
Lodi El Rancho Motel	K&R Property Group LLC	603 N. Cherokee Ln	Lodi, CA 95241
Lodi El Rancho Motel	K&R Property Group LLC	12231 Jackson Rd	Sloughhouse, CA 95683
Modern Motor Lodge	Sunil & Shobhana Yadav	1050 S. Cherokee Ln	Lodi, CA 95240
Wine Country Inn	Surendra F. Patel	607 S. Cherokee Ln	Lodi, CA 95240
Rancho Grande Motel	Hasmukh M. Bhakta	807 S. Cherokee Ln	Lodi, CA 95240
Traveler's Hotel	Ghanshyam A. Patel	112 N. School St.	Lodi, CA 95240

EXHIBIT B

Viking Motel	Rakesh &Smita Patel	815 S. Cherokee Ln	Lodi, CA 95240
Best Western Royal Host Inn	Raad Hospitality Group	710 S. Cherokee Ln	Lodi, CA 95240
Economy Inn	Jayanti Bhakta	1100 S. Cherokee Ln	Lodi, CA 95240
Main Hotel	Moti Bhamti Trust	4 S. Main Street	Lodi, CA 95240
Hampton Inn & Suites	Geweke VII, LP	PO Box 1420	Lodi, CA 95241
Best Western I-5 Inn	Rajiv Jain	6411 W Banner Rd	Lodi, CA 95242
Microtel Inn & Suites	Rajiv Jain	6428 W Banner Rd	Lodi, CA 95242
Lodi Holiday Inn Express	LCS-Management, Inc.	1337 E Kettleman Ln	Lodi, CA 95240
Golden Era Hotel	Gloria Properties	18 S Main St	Lodi, CA 95240
Golden Era Hotel	Gloria Properties	8095 E Crystal Dr	Anaheim, CA 92807
Hutchins House Vacation Rental	Marne Simpson	705 W Oak St	Lodi, CA 95240
Hutchins House Vacation Rental	Marne Simpson	2920 Applewood Dr	Lodi, CA 95242
Colleen's Cottage	Kenneth Bingaman	306 Bella Vista Dr	Lodi, CA 95240

Merlot Bungalow	Maurie Jacinto	430 W Elm St	Lodi, CA 95240
Merlot Bungalow	Maurie Jacinto	3711 E Acampo Rd	Acampo, CA 95220
The Carriage House Vacation Rental	Tom & Shelly Azevedo	311 ½ W Oak St	Lodi, CA 95240
The Carriage House Vacation Rental	Tom & Shelly Azevedo	P O Box 46	Lodi, CA 95241
Sandpiper Guest House	Annette & Gordon MacKay	551 Sandpiper Cr	Lodi, CA 95240
Sandpiper Guest House	Annette & Gordon MacKay	P O Box 1062	Woodbridge, CA 95258
Bella Vino B&B	Victor & Adrian Schuh Steve & Lillie Thomas	235 S Hutchins St	Lodi, CA 95240
Bella Vino B&B	Victor & Adrian Schuh Steve & Lillie Thomas	2311 Eilers Ln	Lodi, CA 95242
603 Locust Street	Lavette Properties, Lorraine Paskett	603 Locust Street	Lodi, CA 95240
604 Locust Street	Lavette Properties, Lorraine Paskett	4138 Cambridge Rd	La Canada, CA 91011
	Cabo Wabo	2432 Muirfield Dr	Lodi, Ca 95242
	Sylvia Rutter	320 N Pleasant	Lodi, CA 95240
	The Brick Bungalow	714 W. Lockeford Street	Lodi, CA 95240

AGENDA ITEM I-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Policy for Sick Leave Benefits for Part-time, Temporary, or Seasonal Employees in Accordance With Assembly Bill No. 1522, the Healthy Workplaces, Healthy Families Act of 2014

MEETING DATE: September 2, 2015

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving policy for sick leave benefits for part-time, temporary, or seasonal employees in accordance with Assembly Bill No. 1522, the Healthy Workplaces, Healthy Families Act of 2014

BACKGROUND INFORMATION: On September 10, 2014, Governor Brown signed into law the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522). This new law became effective on January 1, 2015, and provides paid sick leave for eligible employees beginning July 1, 2015.

Regular full-time City of Lodi employees are provided paid sick leave benefits that exceed the minimum accrual as required under AB 1522; therefore, the proposed policy applies only to part-time, temporary or seasonal employees. AB 1522 provides employers with several options for providing paid sick leave and the City has elected to use the accrual method instead of front-loading a bank of hours. Eligible part-time, temporary or seasonal employees will accrue one hour of paid sick leave for every 30 hours worked and accruals can be carried over from year-to-year, up to the maximum accrual cap of six days (48 hours). There is no cash value to the sick leave bank. Employees who separate from the City and return within one year of separation will have their sick leave bank restored.

Affected employees are entitled to use paid sick leave beginning on the 90th day of employment and paid sick leave usage is limited to three days (24 hours) in each year of employment. Paid sick leave may be requested to care for the employee's own health or the health of qualified family members, or for an employee who is the victim of domestic violence, sexual assault or stalking.

This policy is intended to satisfy the requirements set forth under the Healthy Workplace, Healthy Families Act of 2014, codified in California Labor Code Sections 245-249 and Labor Code Section 2810.5.

FISCAL IMPACT: The costs associated with AB 1522 are unknown at this time.

FUNDING AVAILABLE: Absorbed in appropriations in each departmental budget for FY 2015/16.

_____
Adele Post, Human Resources Manager

_____
Jordan Ayers, Deputy City Manager/Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : SICK LEAVE BENEFITS FOR PART-TIME, TEMPORARY, OR SEASONAL EMPLOYEES

DATE ISSUED: : July 1, 2015

DATE REVISED: :

SECTION 1: PURPOSE

In accordance with the Healthy Workplaces, Healthy Families Act ("Act") of 2014 (Assembly Bill No. 1522), the City of Lodi ("City") recognizes that employees will need time off due to personal illness, injury, confinement for medical treatment, or to care for a member of an employee's immediate family.

This policy is intended to satisfy the requirements set forth under the Act, codified in California Labor Code Sections 245-249 and Labor Code Section 2810.5.

Please refer to the City's Family/Medical Leave Policy for the City's policy related to the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

SECTION 2: APPLICABILITY

This policy applies to temporary, part-time, and seasonal employees who, on or after July 1, 2015, work for the City for 30 or more days within a 12 month period from the beginning of employment, and are not eligible for any form of paid leave benefit (i.e., vacation or holiday) provided by the City.

Employees categorized as regular, full-time employees, are not eligible for additional paid sick leave accrual as described in this policy as they are eligible for paid sick leave benefits provided in their applicable collective bargaining agreement, City Policy, or the City's Personnel Rules and Regulations, all of which exceed the minimum requirements of the Act.

SECTION 3: ACCUMULATION RATE

Employees covered by this policy are eligible to accrue paid sick leave, beginning with their first day of employment or as of July 1, 2015, whichever is later. Paid sick leave accrues at the

rate of one (1) hour per every thirty (30) hours worked. The following schedule will be used for the purpose of determining hours worked for accrual of sick leave for Sports Officials:

Baseball game	2 hours per game
Softball game (Adult)	1 hour per game
Softball game (Youth)	1.5 hours per game
Soccer game (Youth)	1.5 hours per game
Basketball game	1 hour per game

The maximum accrual (cap) of paid sick leave is six (6) days or forty-eight (48) hours; whichever is more based on the employees regularly scheduled work "day" (i.e., work day may be 8, 9, or 10 hours. Most employees are scheduled to work 8 hours per day) and no additional paid sick leave will be accrued until the employee falls below the cap.

Unused paid sick leave hours will carry over from one year to the next, up to the maximum accrual of six (6) days or forty-eight (48) hours.

There is no cash value to the paid sick leave benefit made available under this policy.

SECTION 4: ELIGIBILITY/USE OF PAID SICK LEAVE

Employees working on a part-time, temporary, or seasonal basis are eligible to use paid sick leave benefits beginning with their 90th day of employment with the City. Employees may use up to three (3) days or 24 hours of accrued paid sick leave in any one year. The City defines a year as an anniversary year, which is 12 months from the employee's date of hire. For those employees hired prior to July 1, 2015, the anniversary date is July 1, 2015; for those employees hired after July 1, 2015, their actual hire date will be used. Sick leave may be taken in quarter hour increments.

Employees shall be allowed the use of paid sick leave upon their oral or written request for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking, as described in Labor Code section 230(c) and Labor Code section 230.1(a).

Employees who wish to use accrued paid sick leave must provide their supervisor with advanced notification of the need for leave that is foreseeable (e.g., doctor's appointment

scheduled in advance); or, provide their supervisor notice as soon as practicable if the need for leave is unforeseeable.

Employees are not permitted to take sick leave with pay in excess of their accumulated balance. If sick leave accruals are exhausted, the employee will go on leave without pay status.

SECTION 5: FAMILY SICK LEAVE

As of the date of this policy and in accordance with state law, employees are eligible to utilize up to one-half of their annual sick leave accrual to care for a member of their immediate family. Immediate family members, for purposes of this policy, are described as:

- child (including biological, adopted or foster child, step-child, legal ward or a child to whom the employee stands in loco parentis, regardless of age or dependency status),
- parents (including biological, adoptive, or foster parent, step-parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child),
- spouse or domestic partner,
- grandparent,
- grandchild, or
- sibling.

Exceptions under this section may be granted in the discretion of employee's Department Head and with concurrence of the City Manager, upon receipt of a written request.

SECTION 6: CERTIFICATE FOR ABSENCE

An employee's Department Head may request a physician's certificate for absences at any time for reasonable cause.

SECTION 7: REQUEST FOR SICK LEAVE

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid leave is unforeseeable, the employee shall notify his/her supervisor or Department Head before his/her work shift begins or as soon as practicable, and immediately when taken ill during work hours unless otherwise specified by the Department Head. It is the responsibility of the employee to keep his/her supervisor informed on a daily basis if the absence is for more than one work day.

An employee who is on sick leave shall not engage in work or other activities at any time which would be detrimental to the employee's ability to return to work and to perform the duties assigned.

SECTION 9: SEPARATION FROM EMPLOYMENT

Any accrued, but unused, paid sick leave hours, prior to the employee's last day of employment, are forfeited at the time of resignation, termination, retirement, layoff, or other separation from employment.

If an employee is rehired within one (1) year of the date of separation, any unused forfeited accrued sick leave hours, up to the maximum accrual, will be reinstated, and available for the rehired employee to use. The rehired employee shall not be required to wait 90 days from his/her rehire date before paid sick leave hours can be used.

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING POLICY FOR SICK LEAVE BENEFITS FOR
PART-TIME, TEMPORARY, OR SEASONAL EMPLOYEES IN
CONFORMANCE WITH AB 1522

==========

WHEREAS, on September 10, 2014, Governor Brown signed Assembly Bill No. 1522 (AB 1522), known as the "Healthy Workplace, Health Families Act of 2014," providing paid sick leave benefits for eligible employees working in California; and

WHEREAS, in accordance with AB 1522, an amendment to the City of Lodi Administrative Policy and Procedures Manual is required, setting forth the new policy for "Sick Leave Benefits for Part-Time, Temporary, or Seasonal Employees," as shown on Exhibit A, attached hereto and made a part of this Resolution; and

WHEREAS, this new policy does not apply to regular, full-time City of Lodi employees, as they receive paid sick leave benefits through their respective collective bargaining agreements that exceed the minimum paid sick leave benefits as required under AB 1522.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached policy entitled, "Sick Leave Benefits for Part-Time, Temporary, or Seasonal Employees," in conformance with AB 1522.

Dated: September 2, 2015
==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the Lodi City Council in a regular meeting held September 2, 2015 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

EXHIBIT A

CITY OF LODI
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT:	:	SICK LEAVE BENEFITS FOR PART-TIME, TEMPORARY, OR SEASONAL EMPLOYEES
DATE ISSUED:	:	July 1, 2015
DATE REVISED:	:	September 2, 2015

SECTION 1: PURPOSE

In accordance with the Healthy Workplaces, Healthy Families Act ("Act") of 2014 (Assembly Bill No. 1522), the City of Lodi ("City") recognizes that employees will need time off due to personal illness, injury, confinement for medical treatment, or to care for a member of an employee's immediate family.

This policy is intended to satisfy the requirements set forth under the Act, codified in California Labor Code Sections 245-249 and Labor Code Section 2810.5.

Please refer to the City's Family/Medical Leave Policy for the City's policy related to the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

SECTION 2: APPLICABILITY

This policy applies to temporary, part-time, and seasonal employees who, on or after July 1, 2015, work for the City for 30 or more days within a 12 month period from the beginning of employment, and are not eligible for any form of paid leave benefit (i.e., vacation or holiday) provided by the City.

Employees categorized as regular, full-time employees, are not eligible for additional paid sick leave accrual as described in this policy as they are eligible for paid sick leave benefits provided in their applicable collective bargaining agreement, City Policy, or the City's Personnel Rules and Regulations, all of which exceed the minimum requirements of the Act.

SECTION 3: ACCUMULATION RATE

Employees covered by this policy are eligible to accrue paid sick leave, beginning with their first day of employment or as of July 1, 2015, whichever is later. Paid sick leave accrues at the rate of one (1) hour per every thirty (30) hours worked. The following schedule will be used for the purpose of determining hours worked for accrual of sick leave for Sports Officials:

Baseball game	2 hours per game
Softball game (Adult)	1 hour per game
Softball game (Youth)	1.5 hours per game
Soccer game (Youth)	1.5 hours per game

Basketball game	1 hour per game

The maximum accrual (cap) of paid sick leave is six (6) days or forty-eight (48) hours and no additional paid sick leave will be accrued until the employee falls below the cap.

Unused paid sick leave hours will carry over from one year to the next, up to the maximum accrual of forty-eight (48) hours.

There is no cash value to the paid sick leave benefit made available under this policy.

SECTION 4: ELIGIBILITY/USE OF PAID SICK LEAVE

Employees working on a part-time, temporary, or seasonal basis are eligible to use paid sick leave benefits beginning with their 90th day of employment with the City. Employees may use up to 24 hours of accrued paid sick leave in any one year. The City defines a year as an anniversary year, which is 12 months from the employee's date of hire. For those employees hired prior to July 1, 2015, the anniversary date is July 1, 2015; for those employees hired after July 1, 2015, their actual hire date will be used. Sick leave may be taken in quarter hour increments.

Employees shall be allowed the use of paid sick leave upon their oral or written request for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking, as described in Labor Code section 230(c) and Labor Code section 230.1(a).

Employees who wish to use accrued paid sick leave must provide their supervisor with advanced notification of the need for leave that is foreseeable (e.g., doctor's appointment scheduled in advance); or, provide their supervisor notice as soon as practicable if the need for leave is unforeseeable.

Employees are not permitted to take sick leave with pay in excess of their accumulated balance. If sick leave accruals are exhausted, the employee will go on leave without pay status.

SECTION 5: FAMILY SICK LEAVE

As of the date of this policy and in accordance with state law, employees are eligible to utilize up to one-half of their annual sick leave accrual to care for a member of their immediate family. Immediate family members, for purposes of this policy, are described as:

- child (including biological, adopted or foster child, step-child, legal ward or a child to whom the employee stands in loco parentis, regardless of age or dependency status),
- parents (including biological, adoptive, or foster parent, step-parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child),

- spouse or domestic partner,
- grandparent,
- grandchild, or
- sibling.

Exceptions under this section may be granted in the discretion of employee's Department Head and with concurrence of the City Manager, upon receipt of a written request.

SECTION 6: CERTIFICATE FOR ABSENCE

An employee's Department Head may request a physician's certificate for absences at any time for reasonable cause.

SECTION 7: REQUEST FOR SICK LEAVE

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid leave is unforeseeable, the employee shall notify his/her supervisor or Department Head before his/her work shift begins or as soon as practicable, and immediately when taken ill during work hours unless otherwise specified by the Department Head. It is the responsibility of the employee to keep his/her supervisor informed on a daily basis if the absence is for more than one work day.

An employee who is on sick leave shall not engage in work or other activities at any time which would be detrimental to the employee's ability to return to work and to perform the duties assigned.

SECTION 9: SEPARATION FROM EMPLOYMENT

Any accrued, but unused, paid sick leave hours, prior to the employee's last day of employment, are forfeited at the time of resignation, termination, retirement, layoff, or other separation from employment.

If an employee is rehired within one (1) year of the date of separation, any unused forfeited accrued sick leave hours, up to the maximum accrual, will be reinstated, and available for the rehired employee to use. The rehired employee shall not be required to wait 90 days from his/her rehire date before paid sick leave hours can be used.

AGENDA ITEM J-01

CITY OF LODI
COUNCIL COMMUNICATION

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AGENDA TITLE: Ordinance No. 1912 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 12 – Streets, Sidewalk and Public Places – by Repealing Chapter 12.07, 'Lodi Tourism Business Improvement District,' in Its Entirety, Thereby Rescinding Ordinance No. 1753 and Ordinance No. 1818, Disestablishing the Lodi Tourism Improvement District"

MEETING DATE: September 2, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1912.

BACKGROUND INFORMATION: Ordinance No. 1912 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 12 – Streets, Sidewalk and Public Places – by Repealing Chapter 12.07, 'Lodi Tourism Business Improvement District,' in Its Entirety, Thereby Rescinding Ordinance No. 1753 and Ordinance No. 1818, Disestablishing the Lodi Tourism Improvement District" was introduced at the regular meeting of August 5, 2015.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

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ORDINANCE NO. 1912

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE TITLE 12 – STREETS, SIDEWALKS AND PUBLIC PLACES – BY REPEALING CHAPTER 12.07, "LODI TOURISM BUSINESS IMPROVEMENT DISTRICT," IN ITS ENTIRETY, THEREBY RESCINDING ORDINANCE NO. 1753 AND ORDINANCE NO. 1818, DISESTABLISHING THE LODI TOURISM BUSINESS IMPROVEMENT DISTRICT

==========

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI, AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 12 – Streets, Sidewalks and Public Places is hereby amended by repealing Chapter 12.07, "Lodi Tourism Business Improvement District," in its entirety, and hereby declares and determines as follows:

SECTION 2. AUTHORITY.

This ordinance is hereby introduced pursuant to the "Parking and Business Improvement Area Law of 1989," Streets and Highways Code Section 36500 et seq. and Resolution Number 2015-135, adopted by the Lodi City Council on August 5, 2015, entitled a "Resolution of the Lodi City Council Declaring its Intention to Disestablish the Lodi Tourism Business Improvement District." Such resolution was published and mailed as provided by law and a public hearing was held by the City Council at its regular meeting on September 2, 2015, at which time all persons desiring to be heard and all objections made or filed were fully heard. The City Council duly concluded the hearing on September 2, 2015.

SECTION 3. AREA DISESTABLISHED.

The City Council finds and determines that the public convenience and necessity require disestablishment of the Lodi Tourism Business Improvement District for reasons given in the Resolution of Intention.

Pursuant to Section 36550 of the Parking and Business Improvement Area Law of 1989, the Lodi Tourism Business Improvement District is hereby disestablished.

SECTION 4. EFFECTIVE DATE.

Upon its adoption, this Ordinance shall take effect on October 2, 2015.

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 one or more of the terms, provisions, or sections of this Ordinance shall to any extent be judged invalid, unenforceable, and/or avoidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions, and sections of this Ordinance shall not be affected thereby and shall be valid and enforceable.

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 one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi with the names of the members voting for and against same and shall be in force and take effect 30 days from and after its passage and approval.

Approved this _____ day of _____, 2015.

_____
BOB JOHNSON
Mayor

Attest:

JENNIFER M. FERRAIOLO
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No.1912 was introduced at a regular meeting of the City Council of the City of Lodi held August 5, 2015, and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held _____, 2015 , by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1912 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

AGENDA ITEM J-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1914 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 17.18 – Residential Zoning Districts – by Repealing and Re-Enacting Section 17.18.303, 'Residential Zoning District Land Uses and Permit Requirements;' and Amending Chapter 17.22 – Mixed Use Zoning Districts – by Repealing and Re-Enacting Section 17.22.030, 'Mixed Use Zoning Districts Land Uses and Permit Requirements,' in Their Entirety"

MEETING DATE: August 19, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1914.

BACKGROUND INFORMATION: Ordinance No. 1914 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 17.18 – Residential Zoning Districts – by Repealing and Re-Enacting Section 17.18.303, 'Residential Zoning District Land Uses and Permit Requirements;' and Amending Chapter 17.22 – Mixed Use Zoning Districts – by Repealing and Re-Enacting Section 17.22.030, 'Mixed Use Zoning Districts Land Uses and Permit Requirements,' in Their Entirety" was introduced at the regular meeting of August 19, 2015.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

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ORDINANCE NO. 1914

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE CHAPTER 17.18 – RESIDENTIAL ZONING DISTRICTS – BY REPEALING AND RE-ENACTING SECTION 17.18.030, "RESIDENTIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS;" AND AMENDING CHAPTER 17.22 – MIXED USE ZONING DISTRICTS – BY REPEALING AND RE-ENACTING SECTION 17.22.030, "MIXED USE ZONING DISTRICTS LAND USES AND PERMIT REQUIREMENTS," IN THEIR ENTIRETY

==========

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

Section 1. Lodi Municipal Code Section 17.18.030 – Residential Zoning District Land Uses and Permit Requirements - is hereby repealed and reenacted in its entirety, and shall read as follows:

Table 2-4 identifies the uses of land allowed by this development code in each residential zoning district, and the land use permit required to establish each use, in compliance with Section 17.12.030 (Allowable Land Users and Permit Requirements).

Note: Where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this development code may also apply.

TABLE 2-4 Residential Zones – Allowed Uses	**A**	**Allowed Use**
	UP	**Use Permit Required**
	MUP	**Minor Use Permit Required**
	––	**Use Not Allowed**

LAND USE	**PERMIT REQUIRED BY DISTRICT**			**Specific Use Regulations**
	RLD	**RMD**	**RHD**	
AGRICULTURE & OPEN SPACE				
Production of crops	A	A	A	
RECREATION, EDUCATION, & PUBLIC ASSEMBLY USES				
Community centers	UP	UP	UP	
Health/fitness facility	—	—	UP	
Libraries, museums, galleries	UP	UP	UP	
Parks and playgrounds	UP	UP	UP	
Religious facilities	UP	UP	UP	
Schools – private	UP	UP	UP	
RESIDENTIAL USES				
Accessory uses (Residential)	A	A	A	17.36.120
Caretaker quarters	—	A	A	
Home occupations	MUP	MUP	MUP	17.36.060
Live/work projects	—	UP	UP	
Mobile home/RV park	—	—	UP	17.36.070
Multi-family dwellings (3 or more units)	—	A	A	
Seasonal Farmworker Housing	—	A	A	
Second dwelling units	A	A	A	17.36.130
Single family dwellings	A	UP	UP	
Transitional and Supportive Housing	A	A	A	
Two family dwellings	—	A	A	

TABLE 2-4 Residential Zones – Allowed Uses	A	Allowed Use
	UP	Use Permit Required
	MUP	Minor Use Permit Required
	––	Use Not Allowed

LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	RLD	RMD	RHD	
RETAIL TRADE				
Animal keeping	A	A	A	Municipal Code Chapter 6
SERVICES				
Community Care Facilities				
Residential care facility (6 or fewer)	A	A	A	17.36.040
Residential care facility (7 or more)	—	UP	UP	17.36.040
Small family day care home (up to 8)	A	A	A	17.36.030
Large family day care home (9 to 14)	MUP	MUP	MUP	17.36.030
Day care center	—	—	UP	17.36.030

Section 2. Lodi Municipal Code Section 17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements - is hereby repealed and reenacted in its entirety to read as follows:

Table 2-8 identifies the uses of land allowed by this development code in the mixed use zoning districts, and the land use permit required to establish each use, in compliance with Section 17.12.030 (Allowable Land Uses and Permit Requirements).

Note: Where the last column in the tables ("specific use regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this development code may also apply.

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements	A	Allowed Use
	UP	Use Permit Required
	MUP	Minor Use Permit Required
	––	Use Not Allowed

LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	DMU	MCE	MCO	
AGRICULTURE AND OPEN SPACE				
Production of Crops	—	—	A	
RECREATION, EDUCATION, & PUBLIC ASSEMBLY USES				
Clubs, lodges, & membership halls	UP	UP	—	
Community centers	A	A	A	
Health/fitness facilities	UP	UP	UP	
Indoor amusement/entertainment facilities	UP	UP	UP	
Indoor sports facilities	UP	UP	UP	
Libraries, museums, galleries	A	A	A	
Parks and playgrounds	—	UP	—	
Religious facilities	—	—	UP	

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements		A	Allowed Use
		UP	Use Permit Required
		MUP	Minor Use Permit Required
		––	Use Not Allowed

LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	DMU	MCE	MCO	
Schools – Private	—	UP	UP	
Schools - Specialized education and training	A	A	A	
Studios - Art, dance, martial arts, music, etc.	UP	UP	UP	
Theaters and auditoriums	UP	—	—	
RESIDENTIAL USES				
Accessory uses (Residential)	A	A	A	17.36.120
Home occupations	MUP	MUP	MUP	17.36.060
Live/work projects	A	A	A	
Multi-family dwellings (3 or more units)	A	A	A	
Single family dwellings	—	—	UP	
Transitional and Supportive Housing	A	A	A	
Two family dwellings (Duplex)	—	—	A	
RETAIL TRADE				
Accessory retail uses	A	A	A	
Alcoholic beverage sales, off-site	UP	UP	UP	
Alcoholic beverage sales, on-site	UP	UP	UP	
Animal sales and grooming	A	A	A	
Art, antique, collectible, and gift stores	A	A	A	
Auto parts sales	A	A	A	
Auto sales and rental	—	—	A	
Building material stores	A	A	A	
Construction/heavy equipment sales and rental	—	—	A	
Convenience stores	UP	UP	A	
Drive-in and drive-through sales and services	—	—	UP	
Furniture, furnishings & appliance stores	A	A	A	
Gas stations	—	—	UP	
General retail sales	A	A	A	
Grocery stores	A	A	A	
Mobile home and RV sales	—	—	A	
Night clubs, bars, and cardrooms	UP	UP	UP	
Plant nurseries and garden supply stores	—	—	A	
Restaurants	A	A	A	
Warehouse retail	—	—	A	
SERVICES – BUSINESS, FINANCIAL, PROFESSIONAL				
Automated teller machines (ATMs)	A	A	A	

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements		A	Allowed Use
		UP	Use Permit Required
		MUP	Minor Use Permit Required
		––	Use Not Allowed

LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	DMU	MCE	MCO	
Banks and financial services	A	A	A	
Business support services	A	A	A	
Medical - Clinics, offices, and laboratories	A	A	A	
Medical - Extended care	—	—	A	
Medical – Hospitals	—	—	A	
Offices	A	A	A	
Professional Services	A	A	A	
SERVICES				
Audio & video rental	A	A	A	
Auto repair and maintenance	—	—	UP	
Car wash	—	—	UP	
Community care facilities				
Residential care facility (6 or fewer)	—	—	UP	17.36.040
Day care center	UP	UP	UP	17.36.030
Hotels and motels	UP	UP	UP	
Mortuaries & funeral homes	UP	—	A	
Personal services	A	A	A	
Pharmacies	A	A	A	
Storage – indoor	—	—	UP	
Upholstering shops	—	—	UP	
Veterinary clinics, outpatient treatment only	—	—	A	
Veterinary clinics, animal hospitals, kennels	—	—	UP	
INDUSTRIAL, MANUFACTURING & PROCESSING, WHOLESALING				
Recycling facilities				
Small collection facility	—	—	MUP	17.36.110
TRANSPORTATION, COMMUNICATIONS & INFRASTRUCTURE USES				
Broadcast studios	UP	UP	UP	
Parking facilities/vehicle storage	—	—	UP	

Section 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby

declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 6. This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect October 2, 2015, which date is at least 30 days after the passage of this ordinance.

Approved this ____ day of _____, 2015

_____
BOB JOHNSON
Mayor

Attest:

_____
JENNIFER M. FERRAIOLO
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1914 was introduced at a regular meeting of the City Council of the City of Lodi held August 19, 2015, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1914 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

_____
JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

By:_____
JANICE D. MAGDICH
City Attorney