



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: December 3, 2014
Time: Closed Session 6:45 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Robison
City Clerk

Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

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

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Presentation to Retiring Members of Boards, Committees, Commissions and Task Forces (CLK)
- B-2 Presentation of Mayor's Community Service Award (CLK)

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

- C-1 Approve Minutes (CLK)
 - a) November 18, 2014 (Shirtsleeve Session)
 - b) November 19, 2014 (Regular Meeting)
- C-2 Accept Improvements Under Contract for 2014 Crack Sealing, Various City Streets (PW)
- Res. C-3 Adopt Resolution Authorizing City Manager to Execute Meter Maintenance Program Agreement with Northern California Power Agency (EU)
- Res. C-4 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Siemens Industry, Inc., c/o George E. Honn Company, Inc., of Vacaville, for Power Circuit Breaker Repairs (\$45,015) (EU)
- C-5 Approve Responses to the 2013-2014 Grand Jury Report Regarding Case No. 1613 (CM)
- C-6 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings – None

H. Communications

H-1 Appointments to the San Joaquin Council of Governments Citizens' Advisory Committee and Site Plan and Architectural Review Committee and Re-post for the Remaining Vacancies on Various Boards and Commissions (CLK)

I. Regular Calendar

I-1 Take the Following Actions: (CM)

- Res. a) Adopt Resolution Approving Statement of Benefits with Lodi Fire Mid-Management for 2015 through 2017 and Appropriating Funds (\$6,110)
- Res. b) Adopt Resolution Approving Revisions to Contracts for Lodi Executive Management (Excluding Council Appointees) for 2015 through 2017 and Appropriating Funds (\$8,660)
- Res. c) Adopt Resolution Approving Revisions to Compensation for Confidential Employees for 2015 through 2017 and Appropriating Funds (\$8,930)
- Res. d) Adopt Resolution Approving Revisions to Contracts for Lodi Council Appointees for 2015 through 2017 and Appropriating Funds (\$3,980)

Res. I-2 Adopt Resolution Approving the Deletion of One Senior Police Administrative Clerk and the Addition of One Senior Administrative Clerk Within the Police Department (CM)

I-3 Appoint New Alternate to Mayor Katzakian's Seat as Lodi's Alternate LAFCO Member (CM)

J. Ordinances

Ord. J-1 Adopt Ordinance No. 1901 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Sections 13.20.190, 'Schedule EA (Residential Service),' 13.20.210, 'Schedule EM (Mobilehome Park Service),' 13.20.230, 'Schedule EL (Outdoor Dusk-to-Dawn Lighting),' 13.20.235, 'Schedule ES (City Facilities Service),' 13.20.240, 'Schedule G1 (General Service – Group 1 Commercial/ Industrial),' 13.20.250, 'Schedule G2 (General Service – Group 2 Commercial/Industrial),' 13.20.260, 'Schedule G-3 (General Service – Group 3 Commercial/Industrial),' 13.20.270, 'Schedule G4 (General Service – Group 4 Commercial/Industrial),' 13.20.280, 'Schedule G5 (General Service – Group 5 Commercial/Industrial),' 13.20.310, 'Schedule I1 (General Service – Group 5 Commercial/Industrial – Optional),' 13.20.325, 'Schedule EV (Electric Vehicle Pilot Charging Rate),' and 13.20.330, 'Schedule IE (Industrial Equipment Charging Service),' in Their Entirety" (CLK)

K. Reorganization of the City Council

- Res. K-1 Resolution Certifying the Election Results of the November 4, 2014, General Municipal Election
- K-2 Presentations to Outgoing Mayor and Council Members
- K-3 City Clerk to Administer the Oath of Office to Lodi City Council Members Elect and Present Certificates of Election

K-4 Reorganization of the Lodi City Council

- Res. a) Election of Mayor
Res. b) Election of Mayor Pro Tempore

L. 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. Robison
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. Robison 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. Robison (209) 333-6702.

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



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Presentation to Retiring Members of Boards, Committees, Commissions, and Task Forces
MEETING DATE: December 3, 2014
PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Katakian to present certificates of recognition to retiring members of boards, committees, commissions, and task forces.

BACKGROUND INFORMATION: Each year, the City extends its appreciation to citizens who generously volunteer their time and talents toward serving their community by recognizing those who retired during the past year.

Mayor Katakian will present Certificates of Recognition to the following retirees:

Greater Lodi Area Youth Commission

Student Appointees:

Chrissy Dodd 2013 – 2014
Miranda O’Mahony 2013 – 2014
Emily Yamane 2012 – 2014

Adult Advisors:

John Chapman 2012 – 2014
Jaime Watts 2011 – 2014

Lodi Animal Advisory Commission

Linda Castelanelli 2007 – 2014
Hy Cohen 2011 – 2014
Phillip Laughlin 2007 – 2014
John Primasing 2011 – 2014

Lodi Improvement Committee

Timothy Litton 2010 – 2014
Robert Takeuchi 2006 – 2014

Planning Commission

Nick Jones 2010 – 2014

Senior Citizens Commission

Sandy Beglau 2012 – 2014

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Robison
City Clerk

JMR/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Mayor's Community Service Award

MEETING DATE: December 3, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Katzakian to present the Mayor's Community Service Award to the Michael-David Family Foundation, Lodi Public Library Foundation and Friends of the Lodi Public Library.

BACKGROUND INFORMATION: Mayor Katzakian has selected the Michael-David Family Foundation, Lodi Public Library Foundation, and Friends of the Lodi Public Library to receive the prestigious Mayor's Community Service Award for 2014. Kevin Phillips and Corene Phillips, board members of the Michael-David Family Foundation; Dennis Sattler, President of the Lodi Public Library Foundation; and Sharon Seegmiller, President of the Friends of the Lodi Public Library, will be at the meeting to accept the awards.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Robison
City Clerk

JMR/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Approve Minutes
a) November 18, 2014 (Shirtsleeve Session)
b) November 19, 2014 (Regular Meeting)

MEETING DATE: December 3, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) November 18, 2014 (Shirtsleeve Session)
b) November 19, 2014 (Regular Meeting)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Robison
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, NOVEMBER 18, 2014**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, November 18, 2014, commencing at 7:03 a.m.

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

Absent: Council Member Johnson

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

B. Topic(s)

B-1 First Quarter Fiscal Year 2014/15 Water, Wastewater and Electric Utility Department Financial Reports (CM)

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding the first quarter fiscal year 2014/15 water and wastewater financial reports. Specific topics of discussion included cash flow summary, operating results, and cash balances for both water and wastewater funds, bad debt write off, and water and wastewater utility activities.

Council Member Mounce asked if there were any factors of the report that may not be clear that Council should be aware of, to which Mr. Swimley responded in the negative, adding that the negative numbers in the report reflect items that do not yet appear in the fiscal year accounting.

In response to Mayor Katzakian, Deputy City Manager Jordan Ayers stated that in the wastewater fund there is a 2004 debt issue that will end in 2024, a 2007 issue that the City would look to potentially refinance that ends in 2037, and a 2012 debt issue that ends in 2024. Mr. Ayers stated that information regarding the City's debt service schedule, as of June 30, 2014, can be viewed on the City's webpage.

Mayor Pro Tempore Hansen suggested that the webpage include a tracking mechanism to report how many visitors view the information, to which Mr. Ayers responded that could be done and handled by in-house staff.

In response to Mayor Katzakian, Mr. Ayers stated that, in the water utility, there is only one debt issuance in 2010 for the surface water treatment plant, which would end in 2024. At the time this debt was structured, there was little value in refinancing the debt as it included a "make whole call" provision. Mr. Ayers reviewed the specifics for the water and wastewater debt services, as reported on the City's website.

In response to Mayor Pro Tempore Hansen, Mr. Swimley confirmed that, if there were another dry year, the City would continue to have ample water supply. City Manager Schwabauer further explained that it would need to be a wet year in order for the City to receive its banked water and the bank does not expire until six to eight years beyond the expiration of the 40-year water agreement. He felt confident that the City would ultimately draw upon its banked water.

In response to Council Member Mounce, Mr. Swimley stated that the Woodbridge Irrigation District (WID) receives some of its water from East Bay Municipal Utilities District (EBMUD).

In response to Mayor Pro Tempore Hansen, Mr. Swimley explained that staff has a process that televises new pipelines in new subdivisions in order to ensure pipes are installed correctly. The

camera system is small, approximately the size of a shoe box, and has tracks, wheels, and a cable that feeds video back to the truck. This is standard maintenance practice and is done before the system can be activated in a new subdivision. This process is similarly used on existing systems to check on conditions.

In response to Mayor Pro Tempore Hansen, Mr. Swimley and Mr. Schwabauer stated that the City discharges water to the river approximately five months out of the year during winter months and for the remaining seven months the water is recycled. This is possible because of the treatment plant and the agreements with the farmers to use recycled water for irrigation purposes.

Council Member Mounce questioned when the City is notified by WID about any upcoming limitations on its water allocation, to which Mr. Swimley responded that he was unsure but would contact WID to inquire about it. Mr. Schwabauer added that, because of EBMUD, winter water is almost always available and with all of the water supply allocations the City is likely pulling over 4,000 acre feet a year.

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the first quarter fiscal year 2014/15 electric utility financial reports. Specific topics of discussion included the electric fund cash flow summary, reserve policy, cash balances, power sales, energy cost adjustment revenue, operating results, power supply costs, bad debt write off, load coverage, and activities.

In response to Mayor Pro Tempore Hansen, Ms. Kirkley reported that the department currently has one vacancy that remains to be filled. In further response, Ms. Kirkley stated that the bad debt write off is lower than it typically is, which is attributable to the change in the electric utility billing cycle.

In response to Mayor Pro Tempore Hansen, Ms. Kirkley stated that the 230 kV Interconnection Project is estimated to be operational in 2021/22; however, she was unsure when actual construction would begin. Ms. Kirkley stated that Pacific Gas & Electric now has a project team working on this project, due in large part to efforts by Council Member Johnson.

In response to Council Member Nakanishi, Ms. Kirkley stated that the City did not receive many applications for the current vacant position, primarily because there are few candidates who have the necessary experience and qualifications for this position. She stated that four applicants will be interviewed for the position.

In response to Mayor Katzakian and Mayor Pro Tempore Hansen, Rates and Resources Manager Melissa Cadek stated there is funding available on an annual cycle for commercial solar projects, the funding will begin again in January, and there has been little interest on the commercial side, therefore, the program was made available to residential customers. She added that, due to the significant cost of installing solar energy, many businesses take advantage of less costly energy efficiency projects instead to save money. Ms. Cadek confirmed that solar energy project funding will continue until 2017, and she stated that staff is working on a solar guide book for residential and commercial customers, which staff will begin advertising.

In response to Mayor Pro Tempore Hansen, Mr. Schwabauer stated that Business Development Manager Adam Brucker has assumed the responsibility of working with commercial businesses and, to date, he has met with about half of those customers.

In response to Mayor Pro Tempore Hansen, Ms. Kirkley stated that the designation RP3 (Reliable Public Power Provider) means that a public utility is meeting industry standards and providing consistent reliable power to customers, which is a positive economic development tool.

In response to Mayor Katzakian, Ms. Kirkley stated this designation is for public power agencies and she was unsure which surrounding agencies, if any, did not have this designation.

In response to Mark Chandler, Mr. Ayers stated that once a utility account is closed for non-payment, the City attempts to collect the debt. After a 90-day period, the account is turned over to

a collection agency. The number depicted on the bad debt write off slide represents the percentage of accounts turned over to the collection agency. Mr. Schwabauer added that default of a utility bill is not solely electricity, but also water, wastewater, and refuse.

Council Member Mounce expressed concern that these routine quarterly reports typically indicate that no problems exist in the utility funds; however, the City Council will consider a 5 percent electric utility rate increase at its meeting tomorrow evening, despite there being no indication over the last ten years that the utility was struggling. She believed it was more palatable to implement small, incremental increases each year versus a significant increase that many people cannot absorb into their budgets. She suggested that a greater effort be made to design the quarterly reports to accurately demonstrate the health of the utility and to plan accordingly with reasonable, incremental increases. Further, Ms. Mounce stated that, in a recent article, the California Policy Institute rated Lodi 91 out of 482 California cities as being a financially stressed city. She suggested the City consider utilizing the League of California Cities financial outlook program so that the City can prevent rate increases like the one being presented tomorrow night.

In response, Mr. Schwabauer stated that the water and wastewater utilities built a stepped-in approach with rate increases and each year it reviews the rate model to keep an eye on the health of the funds. Unfortunately, the electric utility did not have such a rate model until Ms. Kirkley brought it forward, and the item on tomorrow's agenda is to begin that program, including an annual review component, to monitor the health of the fund and avoid being in this same position in the future. In regard to the article on the City's economic performance, the California Policy Institute reviewed four factors: status of reserves, receipts, expenditures, and general fund debt and pension obligations. The result of being ranked 91 out of 482 cities equates to a 1 in 500 chance of the City filing bankruptcy. There are a number of other cities that appear to have better financials that, by the group's estimation, would go bankrupt before Lodi. Mr. Schwabauer stated that the City has made significant improvement over the years with regard to reserve amounts, income, and capital improvements, adding that the Institute did not review Lodi with any detail before reporting this ranking of California cities. He further added that staff would take a second look at the League's financial tool, as it appears to have been updated since staff's last review.

Council Member Mounce also suggested that staff look into improving the City's website, to which Mr. Schwabauer responded that this task has already been assigned to Mr. Brucker.

Mayor Katzakian stated that Santa Clara has financial software that is user friendly and not too costly that may adapt well with Lodi's system.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:56 a.m.

ATTEST:

Jennifer M. Robison
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, NOVEMBER 19, 2014**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of November 19, 2014, was called to order by Mayor Katzakian at 6:00 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

- a) Actual Litigation: Government Code §54956.9(a); One Case; Kayla Gouveia v. City of Lodi, et al.; San Joaquin County Superior Court, Case No. 39-2012-00296135-CU-NP-STK
- b) Actual Litigation: Government Code §54956.9; One Application; Michael Morris, Deceased (Kathy Morris) v. City of Lodi; WCAB Case No. ADJ9033888 (2/19/01)
- c) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Unrepresented Confidential Employees, Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Fire Mid-Managers, and Lodi Professional Firefighters; and Conference with Mayor Phil Katzakian and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Council Appointees Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

At 6:00 p.m., Mayor Katzakian adjourned the meeting to a Closed Session to discuss the above matters. Only City Council members and the Deputy City Manager were present during the portion of the Closed Session pertaining to Council Appointees. The Closed Session adjourned at 6:50 p.m.

C-4 Return to Open Session / Disclosure of Action

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

Items C-2 (a), C-2 (b), and C-2 (c) (with the exception of the portion pertaining to Council Appointees) were all direction only with no reportable action.

Further, Deputy City Manager Jordan Ayers disclosed the following action.

In regard to Item C-2 (c) relating to Council Appointees, direction was given with no reportable action.

A. Call to Order / Roll Call

The Regular meeting of November 19, 2014, was called to order by Mayor Katzakian at 7:00 p.m.

Present: Council Member Johnson, Council Member Mounce, Council Member Nakanishi, Mayor Pro Tempore Hansen, and Mayor Katzakian
Absent: None
Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Robison

B. Presentations

B-1 Homeless Youth Awareness and Runaway Prevention Month Proclamation (CLK)

Mayor Katzakian presented a proclamation to Jennifer Jones, Director of Operations of the San Joaquin Women's Center, proclaiming the month of November 2014 as "Homeless Youth Awareness and Runaway Prevention Month" in the City of Lodi.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$12,309,984.44 (FIN)

Claims were approved in the amount of \$12,309,984.44.

C-2 Approve Minutes (CLK)

The minutes of October 14, 2014 (Shirtsleeve Session), October 15, 2014 (Regular Meeting), October 21, 2014 (Shirtsleeve Session), October 21, 2014 (Special Meeting), October 28, 2014 (Shirtsleeve Session), October 28, 2014 (Special Session), November 4, 2014 (Shirtsleeve Session), November 5, 2014 (Regular Meeting), November 11, 2014 (Shirtsleeve Session), and November 11, 2014 (Special Session) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids to Procure Electric Utility Transformers (EU)

This item was inadvertently removed from the Consent Calendar and, therefore, acted upon separately.

Council Member Mounce made a motion, second by Council Member Nakanishi, to approve specifications and authorize advertisement for bids to procure Electric Utility transformers.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-4 Accept Donation of Grant Funds from Tree Lodi for the Peterson Park Urban Forest Revitalization Project (\$7,000) (PRCS)

This item was removed from the Consent Calendar by Council Member Mounce in order to recognize Tree Lodi for its donation.

Parks Superintendent Steve Dutra thanked Tree Lodi for its efforts in applying to Cal-Fire for this tree-planting grant and, in turn, donating the grant funds to the City of Lodi. The Parks Division recently removed 39 pear trees from Peterson Park because they were failing and creating a hazardous condition. This \$7,000 donation will go toward re-planting 44 trees.

In response to Mayor Pro Tempore Hansen, Mr. Dutra stated that the seven species of trees being re-planted at Peterson Park will be of a variety that is not prone to mistletoe or weak limbs, they will grow slower, and they will have a longer life span.

Council Member Mounce made a motion, second by Council Member Johnson, to accept the donation of grant funds from Tree Lodi for the Peterson Park Urban Forest Revitalization Project, in the amount of \$7,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-5 Adopt Resolution Awarding Bid for the Purchase of Padmount Switches from Trayer Engineering Corporation, of San Francisco (\$154,294.50) (EU)

Adopted Resolution No. 2014-202 awarding bid for the purchase of padmount switches from Trayer Engineering Corporation, of San Francisco, in the amount of \$154,294.50.

C-6 Adopt Resolution Awarding Bids for the Purchase of Wire and Cable from the Okonite Company, of San Ramon (\$258,603.19), and American Wire Group, of Hallandale, Florida (\$52,363.13) (EU)

Adopted Resolution No. 2014-203 awarding bids for the purchase of wire and cable from the Okonite Company, of San Ramon, in the amount of \$258,603.19, and American Wire Group, of Hallandale, Florida, in the amount of \$52,363.13.

C-7 Adopt Resolution Awarding Contract for Purchase of Aluminum Chlorohydrate Supply to CalChem Enterprises, of Modesto (\$55,632), and Authorizing Public Works Director to Execute Extensions (PW)

Adopted Resolution No. 2014-204 awarding contract for the purchase of aluminum chlorohydrate supply to CalChem Enterprises, of Modesto, in the amount of \$55,632, and authorizing the Public Works Director to execute extensions.

C-8 Accept Improvements Under Contract for Sacramento Street Streetscape Project (PW)

Accepted improvements under the contract for the Sacramento Street Streetscape Project.

C-9 Adopt Resolution Authorizing City Manager to Execute Winery Wastewater Pipeline Agreement with Michael/David Winery (PW)

Adopted Resolution No. 2014-205 authorizing the City Manager to execute a winery wastewater pipeline agreement with Michael/David Winery.

C-10 Adopt Resolution Authorizing the City Manager to Sign an Agreement to Join as Party to Agreement for Adoption of Flood Safety Plans Pursuant to California Water Code Section 9650 and Designating the City's Fire Chief as the Designated Flood Safety Official for the City of Lodi (FD)

Adopted Resolution No. 2014-206 authorizing the City Manager to sign an agreement to join as party to agreement for adoption of flood safety plans pursuant to California Water Code Section 9650 and designating the City's Fire Chief as the designated Flood Safety Official for the City of Lodi.

C-11 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Efficiency Services Group, LLC, of Hillsboro, Oregon, for Public Benefits Program Administration (\$90,000) (EU)

Adopted Resolution No. 2014-207 authorizing the City Manager to execute a Professional Services Agreement with Efficiency Services Group, LLC, of Hillsboro, Oregon, for Public Benefits Program Administration, in the amount of \$90,000.

C-12 Adopt Resolution Authorizing City Manager to Execute a Professional Services Agreement with PMC, of Rancho Cordova, for the Preparation of the Housing Element Update and the Analysis of Impediments to Fair Housing Choice (\$39,761) (CD)

Adopted Resolution No. 2014-208 authorizing the City Manager to execute a Professional Services Agreement with PMC, of Rancho Cordova, for the preparation of the Housing Element Update and the Analysis of Impediments to Fair Housing Choice, in the amount of \$39,761.

C-13 Adopt Resolution Authorizing the City Manager to Execute Contract Amendment No. 1 with PROS Consulting, Inc., of Indianapolis, Indiana, and Appropriating Funds (\$4,160) (PRCS)

Adopted Resolution No. 2014-209 authorizing the City Manager to execute Contract Amendment No. 1 with PROS Consulting, Inc., of Indianapolis, Indiana, and appropriating funds in the amount of \$4,160.

C-14 Adopt Resolution Authorizing the Chief of Police to Execute the AVOID the 10 Grant Funded by the Office of Traffic Safety and Appropriating Funds (\$20,000) (PD)

Adopted Resolution No. 2014-210 authorizing the Chief of Police to execute the AVOID the 10 Grant funded by the Office of Traffic Safety and appropriating funds in the amount of \$20,000.

C-15 Adopt Resolution Approving Appropriations for 2014 GrapeLine Bus Stop and Kettleman Lane Bus Stop Improvements (\$416,000) (PW)

Adopted Resolution No. 2014-211 approving appropriations for 2014 GrapeLine Bus Stop and Kettleman Lane Bus Stop Improvements in the amount of \$416,000.

C-16 Adopt Resolution Approving Year 2014 Amendments to Conflict of Interest Code (Government Code Section 87306.5) (CA)

Adopted Resolution No. 2014-212 approving Year 2014 amendments to Conflict of Interest Code (Government Code Section 87306.5).

C-17 Adopt Resolution Amending Employer Paid Member Contributions to California Public Employees' Retirement System (CM)

This item was removed from the Consent Calendar by Council Member Nakanishi for comment.

In response to Council Member Nakanishi, Deputy City Manager Jordan Ayers stated that the statute provides for two levels of contributions to the California Public Employees' Retirement System (Cal-PERS): 1) the classic employees' share of Cal-PERS is 7 percent for miscellaneous employees and 9 percent for public safety; and 2) under the California Public Employees Pension Reform Act, the employees' share is 8 to 9 percent for miscellaneous employees and 12 percent for public safety. On the employer's side, there is no cap and the number is calculated each year by Cal-PERS. Current figures are 18 percent for miscellaneous employees and 35 to 38 percent

for public safety employees. In further response, Mr. Ayers confirmed that the City is up to date on its Cal-PERS payments, and he believed there may be some agencies that are unable to make the payments on a current basis.

Council Member Nakanishi made a motion, second by Council Member Johnson, to adopt Resolution No. 2014-213 amending Employer Paid Member Contributions to California Public Employees' Retirement System.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-18 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-19 Set Public Hearing for December 17, 2014, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers (PW)

Set a public hearing for December 17, 2014, to consider adopting a resolution setting pre-approved Engineering News Record Adjustment Index for usage-based and flat water rates for residential, commercial, and industrial customers.

D. Comments by the Public on Non-Agenda Items - None.

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

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

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

Council Member Nakanishi thanked Lodi voters for electing him to office for another term and congratulated Council Members-Elect Mark Chandler and Doug Kuehne, who are leading in the unofficial election results. Mr. Nakanishi further paid tribute to fellow Council Members Katzakian and Hansen, stating they have both worked very hard for the City and he felt fortunate to have had the opportunity to work with them.

Council Member Johnson expressed support for the Library and all that Library Services Director Dean Gualco has done to improve the building and its service to this community. In response to a recent article regarding the Library's plan to convert an outdoor patio to an enclosed area for extra classroom space, Mr. Johnson expressed concern about the estimated price tag of \$250,000 to complete this project. He urged that this be reviewed to significantly reduce the cost of this project.

Council Member Mounce thanked all of the volunteers who worked on the recent Sandhill Crane Festival and encouraged local citizens to participate in this worthwhile event. Ms. Mounce reported on her attendance at the League of California Cities board meeting in Sacramento, stating that new legislators are taking office and it is important to build a relationship with the representatives in order to work more closely with them on legislation that might affect local

control and regulations. She stated that an announcement will be forthcoming regarding the League board in light of the current League President's unsuccessful election run. Ms. Mounce also expressed gratitude for having the opportunity to work with both Council Members Katzakian and Hansen over the years and further congratulated Council Members-Elect Chandler and Kuehne.

F. Comments by the City Manager on Non-Agenda Items - None.

G. Public Hearings

G-1 Public Hearing to Consider Unmet Transit Needs in Lodi (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 Katzakian called for the public hearing to consider unmet transit needs in Lodi.

Transportation Manager Paula Fernandez provided a presentation regarding unmet transit needs in Lodi. Specific topics of discussion included annual assessment of transit needs by the San Joaquin Council of Governments (SJCOG) to be completed prior to the allocation of Local Transportation Funds for non-transit purposes; 15 public hearings and 3 unofficial hearings; 34 responses received by SJCOG; advertisements for the public hearing on buses, at the transit station, and at City Hall; transit survey on the City's website; and advertisement for free transit rides to this public hearing. The purpose of this hearing is to receive public testimony regarding any transit needs that are not being met.

In response to Council Member Johnson, Daniel Meza with SJCOG stated that the unofficial hearings included outreach to various community groups, as well as participation at a health fair, as a means to reach out to additional groups to encourage greater participation and comments.

In response to Council Member Mounce, Mr. Meza stated that the comments were primarily minor and included requests for additional or better-located stops, as well as the Regional Transportation District's Americans with Disabilities Act service. Comments are passed onto appropriate transit system operators to determine what, if any changes, will be implemented. Typically, most requests are implemented if they are minor.

In response to Council Member Nakanishi, Mr. Meza confirmed that the 34 comments were countywide.

Mayor Katzakian opened the public hearing for public comment.

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

There was no action required on this matter.

G-2 Public Hearing to Consider Adoption of Resolution Setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2015 (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to consider adoption of resolution setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees for 2015.

Senior Planner Craig Hoffman provided a PowerPoint presentation regarding the SJMSCP development fees for 2015. Specific topics of discussion included history of the SJMSCP, comparison of current and proposed fees, the approximately 10 percent increase in fees across the board, and the request that all jurisdictions adopt the fees before the end of the year with an effective date of January 1, 2015.

In response to Council Member Nakanishi, Mr. Hoffman stated that the fee for in-lieu land is used

for the endowment for dedicated land preserves by allowing one to pay a fee in lieu of locating land for ongoing and future maintenance.

In response to Mayor Katzakian, Mr. Hoffman stated that the fees collected go toward the program and locating easements and land. He added that there are a couple of Lodi projects with dedicated land preserved, including the Rosegate and Walmart Supercenter projects, and that this will continue with the future Reynolds Ranch and Van Ruiten projects.

In response to Council Member Johnson, City Manager Schwabauer stated that the developer of the Walmart Supercenter was initially interested in purchasing land on the White Slough Water Pollution Control Facility site; however, a deal could not be reached. Occasionally, the City will be contacted by the San Joaquin County Partnership regarding an interest in a Giant Garter Snake habitat, but nothing has come to fruition from those inquiries. At this point in time, the goal is to preserve any additional land until Public Works has an opportunity to complete its strategic plan for that site.

Council Member Hansen pointed out that the significant increase in the fee this year is due to the fact that land values have increased. Mr. Hansen stated that developers have the option of working through the Department of Fish and Game, instead of paying the high SJMSCP fee; however, it is a much more cumbersome and lengthy process.

In response to Council Member Mounce, Mr. Schwabauer reiterated that developers have the option of simply paying the SJMSCP fee or working through the State's complicated process. If Council does not adopt the fees, the San Joaquin Council of Governments would not penalize the City; however, the developers' sole option would be to work with the State's process.

In response to Council Member Nakanishi, Mr. Hoffman stated that, if he had a preference, he would opt for paying the SJMSCP fee as it is a much more simplified process. Council Member Nakanishi agreed it would be a detriment to Lodi developers if this fee were not approved and they no longer had a choice in the matter.

Mayor Katzakian opened the public hearing for public comment.

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

Mayor Pro Tempore Hansen made a motion, second by Mayor Katzakian, to adoption Resolution No. 2014-214 setting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2015.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

G-3 Continued Public Hearing to Introduce Ordinance Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Sections 13.20.190, "Schedule EA (Residential Service)," 13.20.210, "Schedule EM (Mobilehome Park Service)," 13.20.230, "Schedule EL (Outdoor Dusk-to-Dawn Lighting)," 13.20.235, "Schedule ES (City Facilities Service)," 13.20.240, "Schedule G1 (General Service - Group 1 Commercial/Industrial)," 13.20.250, "Schedule G2 (General Service - Group 2 Commercial/Industrial)," 13.20.260, "Schedule G-3 (General Service - Group 3 Commercial/Industrial)," 13.20.270, "Schedule G4 (General Service - Group 4 Commercial/Industrial)," 13.20.280, "Schedule G5 (General Service - Group 5 Commercial/Industrial)," 13.20.310, "Schedule I1 (General Service - Group 5 Commercial/Industrial - Optional)," 13.20.325, "Schedule EV (Electric Vehicle Pilot Charging Rate)," and 13.20.330, "Schedule IE (Industrial Equipment Charging Service)," in Their Entirety (EU)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Katzakian called for the public hearing to introduce an ordinance amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Sections 13.20.190, "Schedule EA (Residential Service)," 13.20.210, "Schedule EM (Mobilehome Park Service)," 13.20.230, "Schedule EL (Outdoor Dusk-to-Dawn Lighting)," 13.20.235, "Schedule ES (City Facilities Service)," 13.20.240, "Schedule G1 (General Service - Group 1 Commercial/Industrial)," 13.20.250, "Schedule G2 (General Service - Group 2 Commercial/Industrial)," 13.20.260, "Schedule G-3 (General Service - Group 3 Commercial/Industrial)," 13.20.270, "Schedule G4 (General Service - Group 4 Commercial/Industrial)," 13.20.280, "Schedule G5 (General Service - Group 5 Commercial/Industrial)," 13.20.310, "Schedule I1 (General Service - Group 5 Commercial/Industrial - Optional)," 13.20.325, "Schedule EV (Electric Vehicle Pilot Charging Rate)," and 13.20.330, "Schedule IE (Industrial Equipment Charging Service)," in their entirety.

Council Member Mounce stated she believed this public hearing should be postponed until after the new Council takes over and suggested the second meeting of December.

Council Member Nakanishi agreed that the matter should be postponed and suggested bringing it back in one to two years with smaller, incremental increases, adding that reserves may decrease but Lodi would not be hurt because the economy is improving.

Council Member Mounce made a motion, second by Council Member Nakanishi, to continue the public hearing to December 17, 2014, to introduce ordinance amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Sections 13.20.190, "Schedule EA (Residential Service)," 13.20.210, "Schedule EM (Mobilehome Park Service)," 13.20.230, "Schedule EL (Outdoor Dusk-to-Dawn Lighting)," 13.20.235, "Schedule ES (City Facilities Service)," 13.20.240, "Schedule G1 (General Service - Group 1 Commercial/Industrial)," 13.20.250, "Schedule G2 (General Service - Group 2 Commercial/Industrial)," 13.20.260, "Schedule G-3 (General Service - Group 3 Commercial/Industrial)," 13.20.270, "Schedule G4 (General Service - Group 4 Commercial/Industrial)," 13.20.280, "Schedule G5 (General Service - Group 5 Commercial/Industrial)," 13.20.310, "Schedule I1 (General Service - Group 5 Commercial/Industrial - Optional)," 13.20.325, "Schedule EV (Electric Vehicle Pilot Charging Rate)," and 13.20.330, "Schedule IE (Industrial Equipment Charging Service)," in their entirety.

VOTE:

The above motion failed by the following vote:

Ayes: Council Member Mounce, and Council Member Nakanishi

Noes: Council Member Johnson, Mayor Pro Tempore Hansen, and Mayor Katzakian

Absent: None

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the amendment to the Lodi Municipal Codes relating to electrical service and associated rates. Specific topics of discussion included background, financial challenges, cash reserves for fiscal year 2013/14, ten-year financial model and cash reserves without the rate increase, long-term capital planning, how the utility is funded, cash reserves with the rate increase, rate comparisons for residential, commercial, and industrial without the rate increase, history of average rates, comparison of rates with the rate increase, monthly bill impacts, public outreach, and summary.

Council Member Mounce pointed out that, even though there has not been a rate adjustment in nearly a decade, the energy cost adjustment (ECA) affects rates each month and there was no capital maintenance built into that equation. She believed this increase was too significant for a majority of citizens and suggested that smaller, incremental increases would be more palatable.

Council Member Nakanishi stated that the graph appears to indicate that the deficit becomes an issue in 2019/20. He believed there was time to delay this matter and that it does not need to be addressed with a 5 percent increase. Ms. Kirkley pointed out that the current timeframe, 2013/14 to 2015/16, is an issue and needs to be addressed.

In response to Council Member Mounce, Ms. Kirkley stated that, without an increase, electric utility's capital improvement plan is a very modest one. Council Member Mounce suggested that the ten-year financial model would appear much better if the capital improvements and rate increases were reduced, to which Ms. Kirkley agreed that financially the outlook would be different, but the reliability of the system would suffer if the infrastructure was not adequately maintained.

In response to Mayor Katzakian, Ms. Kirkley stated that there is no set timeframe to complete the light-emitting diode (LED) streetlight project, but those improvements would help to lower power costs and provide better lighting for neighborhoods and the police who patrol those areas. In further response, Ms. Kirkley stated that the 230 kV Interconnection Project is moving forward, the debt service will be paid out of reduced expenses through transmission access charges which would be \$2.5 million reduction a year, and any reimbursements would be for the design and construction phase.

In response to Council Member Mounce, Ms. Kirkley confirmed that the LED streetlight project would replace the lights on the east side. In the interim, staff installed reinforced covers on the streetlights in response to the high level of vandalism in the area. In response to Council Member Mounce, Ms. Kirkley stated she would send a crew to the area of Oak and Stockton Streets to repair any lights that remain broken.

Council Member Nakanishi suggested there are alternatives to raising rates to fund the \$20 million in capital improvements over the next ten years, including borrowing the money or tapping into reserves, and that this burden should not be put onto the citizens.

Council Member Mounce stated that she would like staff to review the complicated tiered system and return with a new billing structure.

Mayor Pro Tempore Hansen pointed out that the water and wastewater utilities are currently financially solid, prepared for unexpected emergencies, have a healthy reserve balance, and have replaced an aging infrastructure, which was due to the prudent decision of Council to implement a long-term plan to properly manage those utilities. The electric utility was in dire straits many years ago when it was losing \$800,000 a month and the system was being poorly managed, and Mr. Hansen stated that the goal here is to ensure the electric utility is equally financially solid and reliable. Mr. Hansen pointed out that the utility purchases some of its power, as well as gas, on the market, and Lodi is dependent upon a good rating from the rating agencies to ensure power is purchased at a low rate. He believed this proposal was a reasonable, solid business approach to ensure the utility has the equipment and infrastructure it needs to avoid long-term failures or emergencies. The City has worked diligently to lower its rates, and he was concerned that changing the tiered billing system could have a negative effect on the ability to keep the rates low.

Council Member Mounce stated she believed that the City should assess what it truly needs and what it could do without in order to adequately maintain the system without passing such an excessive rate increase onto citizens. She stated that even a one percent increase each year would put the City in a more favorable position in ten years than it is today.

In response to Council Member Johnson, City Clerk Robison stated that she received only a few letters of opposition to this matter and that all of the letters were provided to Council.

Mayor Katzakian opened the public hearing for public comment.

Mike Lusk spoke in opposition to rate increase and suggested this matter be delayed until staff can evaluate the impact that the closing of General Mills may have on the forecast. He stated that the ECA in 2007 was an increase to citizens and cited concerns with mismanagement of the utility years ago, the energy crisis, purchasing power in a volatile market, and purchasing bonds that are paid back from today's rates. He questioned if revenues from utility-related transactions were rightfully returned to the utility account or deposited into the general fund and whether City usage of utility services are paid for by the City or passed onto rate payers.

In response to Mark Wilcox, Ms. Kirkley stated that staff has done a preliminary analysis and she believed that, if the rate increase is approved, the City can absorb any impacts from General Mills closing as it was on a lower rate level. Mr. Wilcox stated that he invited 30 people to attend the meeting; however, all of them declined as they believed it would be pointless, adding that the number of correspondence received from the public is an inaccurate measure of the community's pulse on an issue.

Elaine M. Lopez spoke in opposition to the matter, asking that it be postponed for the time being. Further, she expressed disappointment with the high level of bad debt write off for utility bills.

Pat Patrick, President/CEO of the Lodi District Chamber of Commerce, thanked staff for presenting this issue to the Chamber large industrial group. While they are not in favor of a 5 percent increase, the group understood that outages resulting from a poorly maintained system would negatively affect their operations and be more costly than the increase itself. He added that system reliability and dependability is a major factor in attracting businesses to a community and maintaining that level is an asset that Lodi cannot afford to lose.

There being no further public comments, Mayor Katakian closed the public hearing.

Council Member Nakanishi expressed disappointment that staff appears to have used a scare tactic on the business community and further felt that the City Council was not provided enough information on this matter.

Mayor Pro Tempore Hansen stated that staff has been very clear with Council about the concerns and issues associated with the aging infrastructure and the on-going maintenance problems. He believed it was necessary to implement a financial model to address these concerns to avoid a system failure.

In response to Council Member Mounce, Mr. Schwabauer stated that electric utility rates, unlike water and wastewater rates, do not fall under the Proposition 218 requirements, but any annual adjustments to the electric rate would continue to be done by a public hearing and would be properly noticed. Adjustments would not be automatic and would be weighed on performance of the electric utility.

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, to introduce Ordinance No. 1901 amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by repealing and reenacting Sections 13.20.190, "Schedule EA (Residential Service)," 13.20.210, "Schedule EM (Mobilehome Park Service)," 13.20.230, "Schedule EL (Outdoor Dusk-to-Dawn Lighting)," 13.20.235, "Schedule ES (City Facilities Service)," 13.20.240, "Schedule G1 (General Service - Group 1 Commercial/ Industrial)," 13.20.250, "Schedule G2 (General Service - Group 2 Commercial/Industrial)," 13.20.260, "Schedule G-3 (General Service - Group 3 Commercial/Industrial)," 13.20.270, "Schedule G4 (General Service - Group 4 Commercial/Industrial)," 13.20.280, "Schedule G5 (General Service - Group 5 Commercial/Industrial)," 13.20.310, "Schedule I1 (General Service - Group 5 Commercial/Industrial - Optional)," 13.20.325, "Schedule EV (Electric Vehicle Pilot Charging Rate)," and 13.20.330, "Schedule IE (Industrial Equipment Charging Service)," in their entirety.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Mayor Pro Tempore Hansen, and Mayor Katakian

Noes: Council Member Mounce, and Council Member Nakanishi

Absent: None

H. Communications

H-1 Post for One Vacancy on the Lodi Arts Commission (CLK)

Council Member Mounce made a motion, second by Mayor Katzakian, to direct the City Clerk to post for the following vacancy:

Lodi Arts Commission

Tabitha Johnson, term to expire July 1, 2017

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H-2 Appointment to the Greater Lodi Area Youth Commission (Adult Advisor) (CLK)

Council Member Mounce made a motion, second by Mayor Katzakian, to concur with the Mayor's recommended appointment:

Greater Lodi Area Youth Commission

Adult Advisor:

Anne Siegfried, term to expire May 31, 2015

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

I-1 Adopt Resolution Approving the Classification, Job Description and Salary Range for the Position of Engineering Aide (CM)

Deputy City Manager Jordan Ayers provided a presentation regarding the classification, job description, and salary range for the position of Engineering Aide, stating this was a new position in Public Works.

Council Member Johnson made a motion, second by Mayor Pro Tempore Hansen, to adopt Resolution No. 2014-215 approving the classification, job description and salary range for the position of Engineering Aide.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I-2 Appoint Council Member to Participate in On-Going Meetings and Discussions Between City Staff and General Mills Representatives (CM)

City Manager Schwabauer reported that, during the first meeting with General Mills, there was a quorum of Council Members interested in participating. He requested that Council appoint a member among itself to participate in these on-going meetings.

Council Member Nakanishi suggested Council Member Johnson be appointed as he attended the initial meeting and works closely with the Lodi District Chamber of Commerce.

In response to Council Member Nakanishi, Mr. Schwabauer stated that it is easier to schedule meetings with one representative versus two, and three or more Council Members would be a quorum.

Council Member Mounce expressed her desire to participate as she attended the initial meeting as well.

Council Member Johnson stated that, during his years working with the San Joaquin Partnership, it was made clear the need for confidentiality during these meetings because it involves inquiries and negotiations with interested parties, and most do not wish the details to be disclosed until a deal is final. He stated that, if appointed to be the City's representative, he will attend to show the City's commitment to tenant that site, but he would not report back on every meeting as that would be counterproductive.

Discussion ensued amongst Council regarding the need for one versus two representatives to attend these meetings. It was the consensus of Council that one representative would be most logical.

Council Member Nakanishi made a motion, second by Mayor Katzakian, to appoint Council Member Johnson to participate in on-going meetings and discussions between City staff and General Mills representatives.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

J. Ordinances

J-1 Adopt Ordinance No. 1900 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Chapter 5.12 - Cardrooms - by Repealing and Re-enacting Section 5.12.140 (C) 'Rules and Regulations'" (CLK)

Mayor Pro Tempore Hansen made a motion, second by Mayor Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1900 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Chapter 5.12 - Cardrooms - by Repealing and Re-enacting Section 5.12.140 (C) 'Rules and Regulations,'" which was introduced at a regular meeting of the Lodi City Council held on October 15, 2014.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

K. Adjournment

There being no further business, the meeting was adjourned at 9:25 p.m.

ATTEST:

Jennifer M. Robison
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for 2014 Crack Sealing, Various City Streets

MEETING DATE: December 3, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2014 Crack Sealing, Various City Streets.

BACKGROUND INFORMATION: The contract was awarded to Graham Contractors, Inc., of San Jose, in the amount of \$60,416.13, on August 6, 2014. The contract has been completed in substantial conformance with the specifications approved by City Council on June 18, 2014.

This project consisted of crack sealing approximately 1,110,000 square feet of various City streets, as shown in Exhibit A.

The contract completion date was October 22, 2014 and the actual completion date was October 22, 2014. The final cost of the project was \$60,416.13. There was no difference between the original contract amount and final contract.

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

FISCAL IMPACT: By increasing the crack sealing effort, the useful life of the City streets will be extended.

FUNDING AVAILABLE: This project was funded by Measure K (325028) funds.

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
Attachment

cc: Associate Civil Engineer Nathan
Utility Superintendent - PW
City Engineer/Deputy Public Works Director

APPROVED: _____
Stephen Schwabauer, City Manager

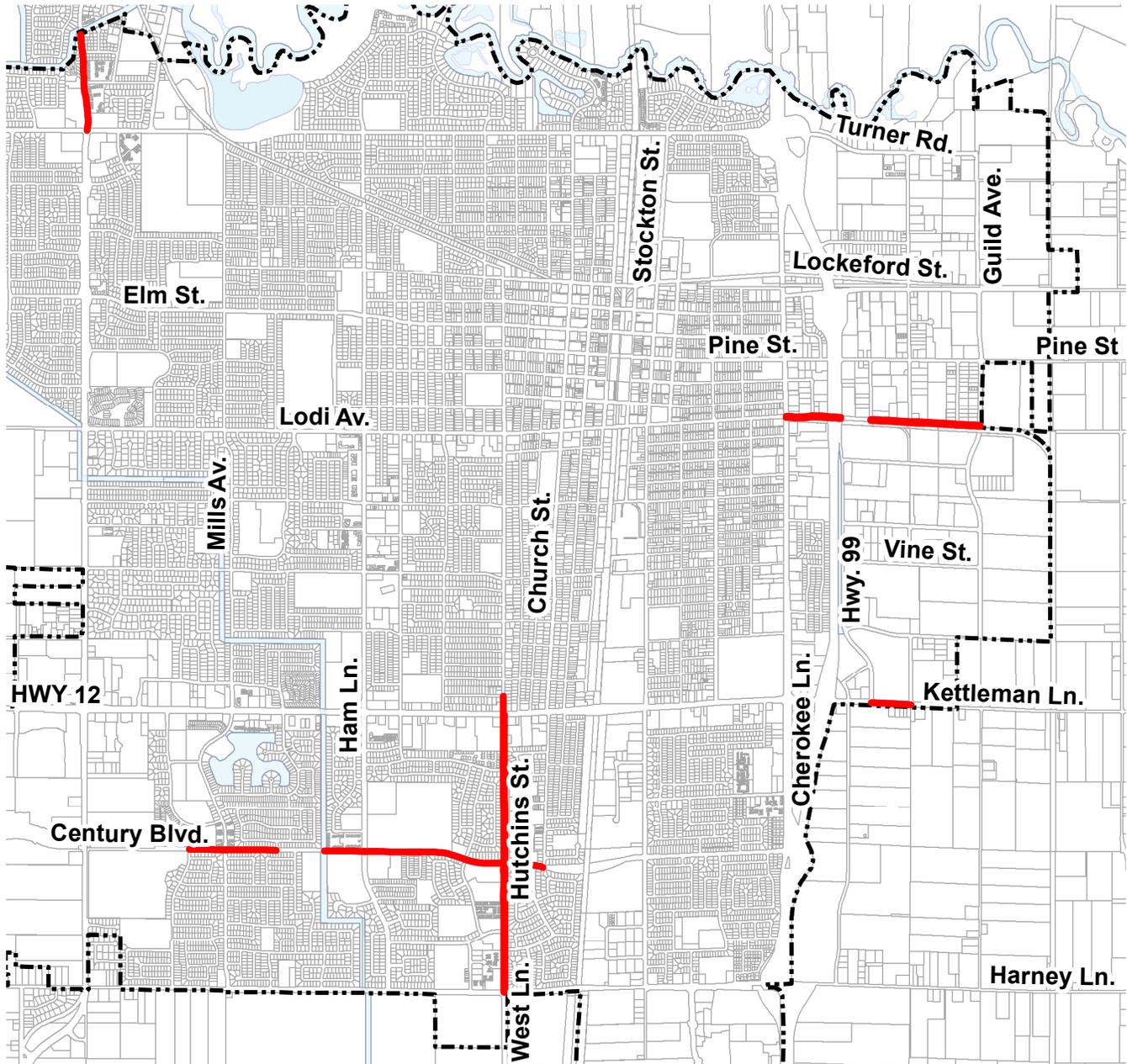


EXHIBIT A

2014 Crack Seal Locations



Not to Scale



Legend

 2014 Crack Seal Locations



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Meter Maintenance Program Agreement with Northern California Power Agency

MEETING DATE: December 3, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Meter Maintenance Program Agreement with the Northern California Power Agency (NCPA).

BACKGROUND INFORMATION: The Lodi Electric Utility (LEU) operates as a Metered Subsystem (MSS) within the California Independent System Operator (CAISO) Balancing Authority (BA) Area and is a party to the Third Amended and Restated NCPA MSS Aggregator Agreement (MSSA Agreement). As such, the City is obligated to comply with CAISO tariff provisions applicable to transmission grid intertie metering equipment, including maintenance, testing and certification. The LEU currently has three such transmission grid intertie meters serving the loads of the City.

NCPA has developed a Meter Maintenance Program Agreement under which NCPA will acquire services from Trimark Associates, on behalf of the City, to perform the required meter maintenance activities. Trimark was previously performing these services under a three year contract approved in 2011, set to expire at the end of this calendar year. The proposed Meter Maintenance Program Agreement is for a term of five years and is consistent with the terms of the underlying General Services Agreement between Trimark and NCPA.

The Meter Maintenance Program Agreement will act as a pass through agreement for the cost of services provided. NCPA will pass through all costs incurred under the General Services Agreement with Trimark that are applicable to LEU's metering equipment.

FISCAL IMPACT: Costs for services provided to the LEU under the Meter Maintenance Program Agreement will be approximately \$26,500 over the five year contract.

FUNDING AVAILABLE: Included in the FY2014/15 Budget Account No. 50060500.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Price, Rates & Resources Manager
EAK/MP/ke

APPROVED: _____
Stephen Schwabauer, City Manager



**METER MAINTENANCE PROGRAM AGREEMENT BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND CONTRACTING MEMBERS**

This Meter Maintenance Program Agreement (“Agreement”) is made by and between the Northern California Power Agency (“NCPA”), a joint public powers agency with offices located at 651 Commerce Drive, Roseville, California and City of Alameda, City of Biggs, City of Gridley, City of Healdsburg, City of Lodi, City of Lompoc, City of Palo Alto, Plumas Sierra Rural Electric Cooperative, City of Oakland (acting through its Board of Port Commissioners) and City of Ukiah, who each are NCPA Members (each being a “Contracting Member” and jointly referred to as “Contracting Members”). NCPA and the Contracting Members are together sometimes referred to herein individually as a “Party” and collectively as the “Parties”. This Agreement is made as of _____, 20__ (the “Effective Date”) in Roseville, California.

Section 1. RECITALS

This Agreement is entered into based on the following facts, among others:

1.1 NCPA is a public agency created by a joint powers agreement established under California law for the purpose of assisting its members in the efficient use of their common powers.

1.2 Contracting Members are engaged in, among other things, transmitting and distributing electric power within their respective corporate limits. Contracting Members are also members of NCPA. Contracting Members desire that NCPA provide Contracting Members with the Services (“Services”) described in this Agreement.

1.3 Article III, Section 3 of the “Amended and Restated Northern California Power Agency Joint Powers Agreement” (as amended and effective January 1, 2008) (hereinafter “JPA”) entitled “Powers and Functions” provides that none of the debts, liabilities or obligations of NCPA shall be the debts, liabilities or obligations of any of the members of NCPA unless assumed in a particular case by resolution of the governing body of the member to be charged.” Notwithstanding the foregoing, Article V, Section 1 of the JPA entitled “General Provisions” provides that “[t]he governing Commission of NCPA is authorized to procure public liability and other insurance as it deems advisable to protect NCPA and each of the parties hereto, charging the cost thereof to the operating costs of NCPA.”

1.4 Contracting Members desire to secure Services under this Agreement in a manner that balances their interests and the interests of other NCPA Members with the ongoing financial viability and professional responsibilities of NCPA. Accordingly, Contracting Members desire to secure Services under this Agreement by accepting a limited insurance based recourse against NCPA, with the option of procuring additional insurance at Contracting Members’ sole expense, thereby insuring that NCPA will substantially limit its risk for the provision of such Services which, in turn, allocates risks back to the Contracting Members in the event NCPA is not adequately insured.

1.5 Contracting Members operate as Metered Subsystems located within the CAISO Balancing Authority Area, and are parties to the Third Amended and Restated NCPA MSS Aggregator Agreement, as it may be amended from time to time; therefore Contracting Members have obligations to comply with certain provisions of the CAISO tariff applicable to metering equipment, including but not limited to, maintenance, outages, testing, and certification.

1.6 NCPA will provide Services to Contracting Members under this Agreement by acquiring services from Trimark Associates, Inc. ("Contractor") pursuant to the General Services Agreement Between the Northern California Power Agency and Trimark Associates, Inc. dated as of _____, 20__ ("Service Agreement").

1.7 Contracting Members desire to secure NCPA's Services under this Agreement to manage the maintenance, repair, testing, certification, installation, replacement, and removal of the metering equipment listed in Exhibit C of the Service Agreement, which is owned or operated by Contracting Members.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth, NCPA and Contracting Members agree as follows:

Section 2. DEFINITIONS

Whenever used in this Agreement with initial capitalization, these terms shall have the following meanings as applicable, whether in the singular or plural:

2.1 "All Resources Bill" shall mean the single, combined monthly bill from NCPA to a NCPA member, with respect to all NCPA programs and projects.

2.2 "Annual Budget" shall mean the budget for the ensuing Fiscal Year adopted by the Commission, as may be amended from time to time.

2.3 "Balancing Authority" shall mean the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.

2.4 "Balancing Authority Area" shall mean the geographic territory over which a Balancing Authority exercises jurisdiction.

2.5 "CAISO" shall mean California Independent System Operator, a non-profit benefit corporation acting as a Balancing Authority and responsible for the provision of fair and open transmission access, and maintaining reliable and efficient operation of the grid, within portions of the State of California, or its successor Balancing Authority.

2.6 "Commission" shall mean the NCPA Commission.

2.7 "Contractor" shall mean Trimark Associates, Inc., the counterparty to NCPA on the Service Agreement.

2.8 "Fiscal Year" shall mean the NCPA fiscal year, a twelve month period beginning July 1 and ending on the next following June 30.

2.9 "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region and consistently adhered to by the electric utility industry.

2.10 "Metered Subsystem" or "MSS" shall mean a geographically contiguous electrical system, recognized by CAISO as a MSS, which operates as a publicly owned utility, state agency or federal power marketing authority within the Balancing Authority Area in which all electrical flows into or out of the MSS are measured by CAISO certified revenue quality meters at each interface point with the CAISO controlled grid, and all generating units or resources, including proxy demand resources internal to the MSS, measured by CAISO certified revenue quality meters, and which is operated in accordance with a CAISO approved MSS agreement.

2.11 "NCPA Member" or "Member" shall mean a signatory to the JPA or those agencies which have executed an Associate Member Agreement with NCPA.

2.12 "Scheduling Coordinator" shall mean an entity certified by the CAISO to transact in the CAISO market.

2.13 "Service Agreement" shall mean the General Services Agreement Between Northern California Power Agency and Trimark Associates, Inc., dated _____, 20___, for the provision of metering equipment maintenance.

2.14 "Uncontrollable Force" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or any other cause beyond the reasonable control of the Party claiming Uncontrollable Force which could not be avoided through the exercise of Good Utility Practice.

Section 3. SERVICES TO BE PROVIDED; AUTHORIZED REPRESENTATIVES; STANDARD OF PERFORMANCE

3.1 Services. This Agreement is entered into by the Parties in order for NCPA to provide services to Contracting Members as described in the Scope of Services, Exhibit A attached hereto and incorporated herein. ("Services").

3.2 Authorized Representatives. The Authorized Representatives of the Parties for contract administration purposes under this Agreement are listed in Section 12.8.

No Authorized Representative is authorized to amend any provision of this Agreement except in accordance with Section 12.16.

3.3 Standard of Performance. NCPA will perform and or oversee, as applicable, the Services using that level of skill and attention reasonably required to complete the Services in a competent and timely manner.

3.4 Assignment of Personnel. NCPA shall assign only competent personnel to perform Services pursuant to this Agreement.

3.5 Time. NCPA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 3.3 above, and to satisfy NCPA's obligations hereunder.

3.6 Service Agreement. Contracting Members acknowledge that NCPA will provide all Services through the Service Agreement, rather than using NCPA employees, and that NCPA's direct Services are limited to the administration of the Service Agreement on behalf of the Contracting Members.

3.7 Operational Contact. Each Party shall identify a representative to act as its Operational Contact. Each Operational Contact will be the first point of contact for the Parties regarding coordination of Services provided under this Agreement and the Service Agreement. Each Operational Contact is listed in Exhibit B of this Agreement.

Section 4. TERM AND TERMINATION

4.1 Authorization to Perform Services. NCPA is not authorized to perform any initial Services or incur any costs whatsoever under the terms of this Agreement until its receipt of a written resolution and/or other appropriate/applicable authorization from each Contracting Member's governing body confirming Contracting Member's authority to enter into this Agreement and confirming that the Contracting Member has allocated funds for and approved contract payments to NCPA under this Agreement.

4.2 Term. The term of this Agreement is intended to be consistent with that of the Service Agreement. The term of this Agreement shall begin on the Effective Date and shall end upon the termination date of the Service Agreement, as such Service Agreement termination date may be extended or shortened pursuant to that Agreement.

Section 5. INDEMNITY AND INSURANCE

5.1 Limitation of NCPA's Liability.

5.1.1 Except as provided in this Section 5.1, NCPA shall not at any time be liable for any injury or damage occurring to a Contracting Member or any other person or property from any cause whatsoever arising out of this Agreement, including the actions or inaction of Contractor.

5.1.2 The provisions of Section 5.1.1 shall not apply where the injury or damage occurring to a Contracting Member is caused by the negligence of NCPA or of any employee, agent or contractor of NCPA, other than Contractor, and provided that any liability under this subsection is limited to the extent of the actual coverage and coverage limits of the NCPA insurance policies described in this Section 5.

5.1.3 Notwithstanding Section 5.1.2 above, the Contracting Members agrees to reimburse NCPA, in a timely manner, for all deductibles and/or self-insured retentions payable for any claim, liability or damage arising out of this Agreement.

5.2 Indemnification of NCPA. Except as specified in Section 5.1.2 above, Contracting Members shall, at their sole cost and expense, indemnify and hold harmless NCPA and all associated, affiliated, allied, member and subsidiary entities of NCPA, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees arising out of this Agreement.

5.3 Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Contracting Members shall, upon reasonable prior written notice from any of the Indemnitees, at Contracting Members' sole cost and expense, resist and defend the same with legal counsel mutually selected by Indemnitee and the Contracting Members, unless mutual selection of counsel is expressly prohibited by an applicable insurance policy; provided however, that neither Indemnitee nor Contracting Members shall admit liability in any such matter or on behalf of the other without express written consent, which consent shall not be unreasonably withheld or delayed, nor enter into any compromise or settlement of any claim for which Indemnitees are indemnified hereunder without prior express written consent. The Contracting Members' duty to defend shall begin upon receipt of a written notice identifying with specificity the allegations that give rise to this duty to defend.

5.4 Notice. The Parties shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5.

5.5 Insurance. During the term of the Agreement and prior to beginning any work under this Agreement, NCPA shall maintain, or cause to be maintained, in full force and effect, and at its sole cost and expense, the types and limits of liability insurance as are annually approved by the Commission. The types and limits of liability insurance that are applicable to this Agreement are evidenced in policy summaries, which are attached hereto as Exhibit C and incorporated herein. NCPA warrants and represents that the types of liability insurance and coverage limits shown in Exhibit C are in full force and effect and shall remain so during the term of this Agreement unless NCPA gives prior written notification (of not less than 30 days) of modification, cancellation or rescission of such coverage.

5.6 Contracting Member's Acknowledgment of Option to Secure Additional Insurance. Each Contracting Member acknowledges that there are limitations on NCPA's liability to Contracting Member under this Section 5 and that each Contracting Member may need to purchase additional insurance of its own to cover the additional risks and the potential additional liabilities it is assuming under this Agreement. Each Contracting Member agrees that it will cause, with respect to any additional insurance it obtains or which is otherwise available to Contracting Member, its insurer(s) to issue an endorsement providing a waiver of subrogation rights as to Indemnitees.

5.7 Survival of Obligations. The defense and indemnity obligations of Section 5 shall survive the termination of this Agreement.

5.8 Contractor Insurance and Liability. The Service Agreement obligates the Contractor to maintain certain insurance. Nothing in this Section 5 shall limit the right of a Contracting Member to recover damages from the Contractor, whether or not covered by such insurance; provided, however, the Contracting Member shall defend, indemnify and hold NCPA harmless against any subrogation or other claims by Contractor against NCPA pursuant to Sections 5.2 and 5.3.

Section 6. COMPENSATION AND CHARGES

6.1 Compensation and Charges. Each Contracting Member hereby agrees to reimburse NCPA for all costs NCPA incurs for providing Services to Contracting Member. Charges for the Services provided hereunder shall be the sum of (a), (b) and (c) below:

- (a) Annual Service Fees. Charges for Services provided hereunder include a fixed annual fee listed in Exhibit B of the Service Agreement. Each Contracting Member's allocated share of the annual fee for Services provided hereunder is equal to the sum of the annual cost per site listed in Exhibit C of the Service Agreement, as adjusted for each annual period, for the Equipment owned by the Contracting Member.
- (b) Hourly Service Fees. Certain Services provided hereunder are performed on a time and materials basis, and charges for such Services are based on the hourly rate schedule listed in Exhibit B of the Service Agreement. Service fees for activities that are performed on a time and materials basis will be charged to each Contracting Member based on actual Services provided.
- (c) Management Costs. NCPA management costs set forth in NCPA's then current Annual Budget (including amounts necessary to reimburse NCPA for the time expended by its employees and agents in administering this Agreement, including all attorneys fees), and other reimbursable expenses incurred in performing the Services. The Annual Budget will be updated and approved by the Commission, as it deems necessary, but not less than each year in connection with NCPA's Annual Budget process. Such approved updates will reflect NCPA's then current estimated annual cost for performing such continued Services.

Contracting Member shall pay NCPA for Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified herein shall be the only payments from Contracting Member to NCPA for Services rendered pursuant to this Agreement. NCPA shall submit all invoices to Contracting Member in the manner specified herein.

The Parties acknowledge and agree that compensation paid by Contracting Members to NCPA under this Agreement is based upon NCPA's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and the costs of Contractor under the Service Agreement, and that the compensation to be paid shall be adjusted by NCPA so as to fully recover its costs of the Services.

6.2 The Parties agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which NCPA and its employees, agents, and subcontractors may be eligible. Contracting Members therefore have no responsibility for such contributions beyond compensation required under this Agreement.

Section 7. BILLING AND PAYMENT

7.1 Invoices. NCPA shall submit invoices to each Contracting Member in the form of the All Resources Bill, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall be accompanied with adequate and proper supporting information and documentation for the Services performed, if and as applicable.

7.2 Monthly Payment. Contracting Members shall make payments, based on invoices received, for Services performed, and for authorized reimbursable costs incurred as specified herein.

Payments shall be remitted directly to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Receivable

Except for an "Uncontrollable Force" as described in Section 9 hereof, any amount due and payable but not paid by a Contracting Member by no later than the invoice due date set forth on the invoice shall bear interest at the per annum prime rate (or reference rate) of the Bank of America NT & SA, then in effect, plus two percent per annum computed on a daily basis until paid. NCPA will mail all invoices within 24 hours of the invoice date thereon.

The postmark date on the envelope containing payment by check shall be used to determine timeliness of payment, except that payments received later than seven (7) days after the due date shall be declared late without regard to postmark date. An invoice coming due on a Friday, holiday, or weekend shall be due on the next following nationally recognized working day.

7.3 Billing Dispute. If all or any portion of a bill is disputed by a Contracting Member, the entire amount of the bill shall be paid when due, and NCPA's Authorized Representative shall

be concurrently provided written notice of the disputed amount and the basis for the dispute. NCPA shall reimburse any amount determined to have been incorrectly billed, within ten (10) days after such determination.

7.4 Total Payment. Each Contracting Member shall pay for the Services to be rendered by NCPA pursuant to this Agreement. Contracting Member shall not pay any additional sum for any expense or cost whatsoever incurred by NCPA in rendering Services pursuant to this Agreement other than the payments provided for herein unless the Agreement has been modified by a properly executed amendment in accordance with Section 12.16 this Agreement.

7.5 Reimbursable Expenses. Reimbursable expenses not contained in the Agreement or the Exhibits of the Agreement are not chargeable to Contracting Members.

7.6 Payment of Taxes. NCPA is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

7.7 Payment upon Termination. Upon termination, Contracting Members shall compensate NCPA for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of termination. NCPA shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Section 8. STATUS OF NCPA

8.1 Independent Contractor. At all times during the term of this Agreement, NCPA shall be an independent contractor and shall not be an employee of Contracting Members. Contracting Members shall have the right to control NCPA only insofar as the results of NCPA's Services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 3.4; however, otherwise Contracting Members shall not have the right to control the means by which NCPA accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other agency, state, local or federal policy, rule, regulation, law, or ordinance to the contrary, NCPA and any of its employees, agents, and subcontractors providing Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Contracting Members, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Contracting Members and entitlement to any contribution to be paid by Contracting Members for employer contributions and/or employee contributions for PERS benefits.

Section 9. UNCONTROLLABLE FORCES

9.1 Obligations of the Parties, other than those to pay money when due, shall be excused for so long as and to the extent that failure to perform such obligations is due to an Uncontrollable Force; provided, however, that if either Party is unable to perform due to an Uncontrollable Force, such Party shall exercise due diligence to remove such inability with reasonable dispatch. Nothing contained in this Agreement shall be construed as requiring a Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate, contract, or any other service agreement or authorization necessary for the performance

of this Agreement which contains terms and conditions which a Party determines in its good faith judgment are unduly burdensome or otherwise unacceptable.

9.2 Each Party shall notify the other promptly, by telephone to the other Party's Operational Contact identified in Exhibit B, attached hereto and incorporated herein and Authorized Representative identified in Section 3.2, upon becoming aware of any Uncontrollable Force which may adversely affect the performance under this Agreement. A Party shall additionally provide written notice in accordance with Section 12.8 to the other Party within 24 hours after providing notice by telephone. Each Party shall notify the other promptly, when an Uncontrollable Force has been remedied or no longer exists.

Section 10. LEGAL REQUIREMENTS

10.1 Governing Law. The laws of the State of California shall govern this Agreement, without regard for the choice of law doctrine.

10.2 Compliance with Applicable Laws. NCPA and Contractor shall comply with all laws applicable to the performance of the Services hereunder.

10.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, NCPA and Contractor shall comply with all applicable rules and regulations to which Contracting Members are bound by the terms of such fiscal assistance program, provided that the affected Contracting Members shall have provided notice of such rules and regulations to NCPA prior to the approval of this Agreement.

10.4 Licenses and Permits. NCPA represents and warrants to Contracting Members that NCPA and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. NCPA represents and warrants to Contracting Members that NCPA and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

10.5 Nondiscrimination and Equal Opportunity. NCPA shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by NCPA under this Agreement. NCPA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of NCPA thereby.

Section 11. KEEPING AND STATUS OF RECORDS

11.1 Records Created as Part of NCPA's Performance. All reports, data, maps, models,

charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that NCPA prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the affected Contracting Members. NCPA hereby agrees to deliver those documents to Contracting Members upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Contracting Members and are not necessarily suitable for any future or other use. The Parties agree that, until final approval by Contracting Members, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both affected Parties, except as may otherwise be required by applicable law.

11.2 NCPA's Books and Records. NCPA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to a Contracting Member under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to NCPA pursuant to this Agreement.

11.3 Inspection and Audit of Records. Any records or documents that Section 11.1 of this Agreement requires NCPA to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Contracting Members. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Contracting Members or as part of any audit of the Contracting Members, for a period of three (3) years after final payment under the Agreement.

11.4 Confidential Information and Disclosure. During the term of this Agreement, either Party ("Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other Party ("Receiving Party"). All such Information made available in a tangible medium of expression (such as, without limitation, on paper or by means of magnetic tapes, magnetic disks or other computer media) shall be marked in a prominent location to indicate that it is the confidential, proprietary and trade secret information of Disclosing Party at the time of disclosure to Receiving Party. Receiving Party shall hold Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Receiving Party shall not attempt to reverse engineer or in any manner create any product or information which is similar in appearance to or based on the Information provided by Disclosing Party. Receiving Party shall not disclose Disclosing Party's Information to any person other than Receiving Party's employees, agents, contractors and subcontractors who have a need to know in connection with this Agreement.

Receiving Party's confidentiality obligations hereunder shall not apply to any portion of Disclosing Party's Information which:

- (a) Has become a matter of public knowledge other than through an act or omission of Receiving Party;
- (b) Has been made known to Receiving Party by a third party in accordance with such

third party's legal rights without any restriction on disclosure;

(c) Was in the possession of Receiving Party prior to the disclosure of such Information by Disclosing Party and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;

(d) Receiving Party is required by law to disclose; or

(e) Has been independently developed by Receiving Party from information not defined as "Information" in this Agreement, as evidenced by Receiving Party's written records.

Receiving Party shall return or destroy Disclosing Party's Information (including all copies thereof) to Disclosing Party promptly upon the earliest of any termination of this Agreement or the Disclosing Party's written request. Notwithstanding the foregoing, Receiving Party may retain one copy of such Information solely for archival purposes, subject to the confidentiality provisions of this Agreement. The parties understand that each party is a public entity and is subject to the laws that may compel either to disclose information about the other's business.

Section 12. MISCELLANEOUS PROVISIONS

12.1 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

12.3 Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by federal or state statute or regulation, but the remaining portions of the Agreement can be enforced without failure of material consideration to any Party, then the remaining provisions shall continue in full force and effect. To that end, this Agreement is declared to be severable. Provided, however, that in the event any provision is declared to be invalid, void or unenforceable, either Party may terminate this Agreement upon ten (10) days written notice given within five (5) days of receipt of notice of final entry of judgment.

12.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

12.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

12.6 Use of Recycled Products. NCPA shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

12.7 Conflict of Interest. NCPA shall not employ any Contracting Member official or employee in the work performed pursuant to this Agreement. No officer or employee of Contracting Members shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

12.8 Notices. Unless this Agreement requires otherwise, any notice, demand or request provided for in this Agreement, or served, given or made shall become effective when delivered in person, or sent by registered or certified first class mail, to the persons specified below:

Northern California Power Agency

Donna Stevener
Assistant General Manager; Administrative Services
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

Alameda Municipal Power

Glenn Steiger
General Manager
Alameda Municipal Power
2000 Grand Street
PO Box H
Alameda, CA 94501

City of Biggs

Mark Sorensen
Utility Director
City of Biggs
465 "C" Street
PO Box 307
Biggs, CA 95917

City of Gridley

Rob Hickey
Utility Director
City of Gridley
685 Kentucky Street
Gridley, CA 95948

City of Healdsburg

Terry Crowley
Utility Director
City of Healdsburg
401 Grove Street
Healdsburg, CA 95448

City of Lodi

Elizabeth Kirkley
Utility Director
City of Lodi
1331 Ham Lane
Lodi, CA 95242

City of Lompoc

Larry Bean
Utility Director
City of Lompoc
100 Civic Center Plaza
PO Box 8001
Lompoc, CA 93436

City of Palo Alto

Valerie Fong
Utility Director
City of Palo Alto
250 Hamilton Avenue
PO Box 10250
Palo Alto, CA 94301

Plumas Sierra Rural Electric Cooperative

Bob Marshall
Utility Director
Plumas Sierra Rural Electric Cooperative
732233 Highway 70
Portola, CA 96122

Port of Oakland

Jill Bornor-Brown
Utility Director
Port of Oakland
530 Water Street
PO Box 2064
Oakland, CA 94604

City of Ukiah

Mel Grandi
Utility Director
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Whenever it is required, permitted, or desired in this Agreement that written notice or demand be given by any Party to any other Party, such notice or demand may be either personally served or sent by United States Mail, or facsimile. Notice shall be deemed to have been given when personally served, when deposited in the United States Mail, certified or registered with postage prepaid and properly addressed, or when transmitted by facsimile provided however, notices delivered by facsimile shall only be effective if delivered during regular business hours on a day that is considered a regular business day for NCPA by the involved Parties.

12.9 Integration; Incorporation. This Agreement, including all the Exhibits attached hereto, represents the entire and integrated agreement between Contracting Members and NCPA relating to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements, either written or oral.

12.10 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, the Parties agree to resolve the dispute in accordance with the following:

12.10.1 Each Party shall designate a senior management or executive level representative to negotiate any dispute;

12.10.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

12.10.3 If the issue remains unresolved after ONE HUNDRED AND TWENTY (120) days of good faith negotiations, despite having used their best efforts to do so, either Party may pursue whatever other remedies may be available to it.

12.10.4 This informal resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, *et seq.*

12.11 Other Agreements. This Agreement is not intended to modify or change any other agreement between any of the Parties, individually or collectively.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

12.13 Obligations Several. The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

12.14 Effect of Section Headings. Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretation of text.

12.15 Authority of Signatories. The signatories hereby represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.

12.16 Amendments.

12.16.1 Deemed Approved Amendments. It is understood and agreed by the Parties that any NCPA Commission approved update to the then current NCPA Annual Budget rates and charges related to Services to be performed under this Agreement is deemed an approved amendment to this Agreement.

12.16.2 Addition or Removal of Equipment. The Parties may, only by a writing signed by the Authorized Representative of NCPA, the Authorized Representative of affected Contracting Member and Contractor, add or remove metering equipment listed in Exhibit C of the Service Agreement that is owned or operated by a Contracting Member, and such changes to Exhibit C of the Service Agreement shall not constitute an amendment to this Agreement.

12.16.3 Authorized Representatives, Addresses for Notice and Operational Contacts. Any Party may, by providing written notice to the other Parties, modify either the identity or address for its Authorized Representative as identified in Section 3.2, may amend its address for notice as provided in Section 12.8, or modify the identity or contact information for its Operational Contact as identified in Exhibit B.

12.16.4 Amendments in General. Except as otherwise provided in this Section 12.16, the Parties may amend this Agreement only by a writing signed by all the Parties following each Party's receipt of written resolution/authorization from their governing bodies, which resolutions/authorizations shall be condition precedents to any amendments of this Agreement and shall be attached as Exhibits to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

Northern California Power Agency

City of Alameda

JAMES H. POPE, General Manager

Attest:

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Approved as to Form:

General Counsel

City of Biggs

City of Gridley

Attest:

Attest:

Approved as to Form:

Approved as to Form:

City of Healdsburg

Attest:

Approved as to Form:

City of Lodi

Attest:

Approved as to Form:



City of Lompoc

Attest:

Approved as to Form:

City of Palo Alto

Attest:

Approved as to Form:

Plumas Sierra Rural Electric Cooperative

City of Oakland (Acting through its Board of Commissioners)

Attest:

Attest:

Approved as to Form:

Approved as to Form:

City of Ukiah

Attest:

Approved as to Form:

EXHIBIT A
SCOPE OF SERVICES

In accordance with the terms of this Agreement NCPA will manage, on behalf of Contracting Members, the acquisition of Services (or "Work" as referred to in the Service Agreement) from Contractor as provided below. Pursuant to the Service Agreement, Contractor will provide the Services listed in Exhibit A herein, in coordination with NCPA. It is intended that this Scope of Services be consistent with, and not more broad than, the Scope of Work set forth in the Service Agreement.

The Scope of Work provided in accordance with this Agreement and the Service Agreement are described below, and have been made for the purpose of monitoring, maintaining and repairing Supervisory Control and Data Acquisition systems ("SCADA"), metering equipment (including CAISO revenue quality metering equipment), and any communications or interface devices provided by Contractor (all of which are referred to herein as "Equipment") located at or installed on the premises of the Contracting Members' sites ("Project Sites") listed in Exhibit C of the Service Agreement.

Pursuant to this Agreement and the Service Agreement, Contractor agrees to perform the following Services:

1. Support for failures of Equipment:
 - a. Provide remote network or dial-in support service to troubleshoot and make repairs of the Equipment located at each Project Site for any reported failures within: (i) four (4) hours from the time support is requested during business hours, or (ii) within 24 hours from the time support is requested during any hours that are not business hours;
 - b. Provide support service at each Project Site (if necessary) within one (1) business day following a reported failure related to the Equipment; and
 - c. Provide one (1) annual emergency visit for each Project Site (if necessary) to repair or replace failed Equipment, including travel and other expenses as incurred by Contractor.

For the purpose of this Exhibit A, "business hours" are defined as 8:00 a.m. through 5:00 p.m. (PT), Monday through Friday, not including Federal Reserve Bank holidays.

2. Equipment monitoring and maintenance:
 - a. Conduct one (1) annual maintenance inspection and assessment of the Equipment at each Project Site; such includes:
 - i. Clean the computer equipment, perform backups and updates;
 - ii. Replace the meter battery (on a two (2) year cycle) and conduct a meter registration test (annually);
 - iii. Inspect Equipment for any corrosion, deterioration or other pending circumstances that may lead to or make failure eminent; and

- iv. Maintain current configuration files and documentation on the Equipment, including databases and configuration detail for SCADA
- 3. Miscellaneous Work performed on a time and materials basis:
 - a. Upon request made by Agency to Contractor, Contractor may perform Work consistent with the general scope of work performed in accordance with the Service Agreement; the general descriptions of tasks and hourly fees for such Work are further described in Table B of Exhibit B of the Service Agreement.

EXHIBIT B

CONTRACTING MEMBERS' AND NCPA OPERATIONAL CONTACTS

The following is a list of each Party's Operational Contacts:

Northern California Power Agency

Steve Rawson
Computer Technology Analyst-SCADA
651 Commerce Drive
Roseville, CA 95678
Office Phone: 916-781-4285
Fax: 916-781-4226
Email: steve.rawson@ncpa.com

Alameda Municipal Power

Robert Mackey
Electric Equipment Superintendent
Office Phone: 510-748-3958
Email: MACKEY@alamedamp.com

City of Biggs

Gary Davidson
Electric Superintendent
Office Phone: 530-846-5954
Fax: 530-846-8310
Email: g davidson@gridley.ca.us

City of Gridley

Rob Hickey
City Administrator
Office Phone: 530-846-5695
Fax: 530-846-3229
Email: r hickey@gridley.ca.us

City of Healdsburg

Primary Contact
Todd Woolman
Electric Superintendent
Office Phone: 707-431-3341

Cell Phone: 707-480-6485
Email: twoolman@ci.healdsburg.ca.us

Secondary Contact
Terry Crowley
Electric Utility Director
Office Phone: 707-431-3340
Cell Phone: 707-490-8808
Email: tcrowley@ci.healdsburg.ca.us

After-Hours Contact
Healdsburg Police Department
707-431-3377

City of Lodi

Charles Berry
Electric Utility Superintendent
Office Phone: 209-333-6764
Email: cberry@lodi.gov

City of Lompoc

Marty Hostler, P.E.
Electric Utility Division Manger
Office Phone: 805-875-8296
Cell Phone: 805-315-7055
Fax: 805-875-8296
Email: m_hostler@ci.lompoc.ca.us

City of Palo Alto

Rick Baptist
Electrical Systems Supervisor, Substations / SCADA
Office Phone: 650-496-6902
Cell Phone: 650-444-5055
Email: Richard.Baptist@CityofPaloAlto.org

Plumas Sierra Rural Electric Cooperative

Primary Contact
Greg Lohn
Office Phone: 530-832-6026
Cell Phone: 530-251-7449
Email: glohn@psrec.coop

Secondary Contact

Jason Harston
Office Phone: 530-832-6035
Cell Phone: 530-249-4605
Email: jharston@psrec.coop

Port of Oakland

Valerie Zabb-Parmley
Office Phone: 510-563-3941
Cell Phone: 510-715-9905
Email: vzabbparmley@portoakland.com

City of Ukiah

Mel Grandi, P.E.
Electric Utility Director
Office Phone: 707-463-6295
Cell Phone: 209-747-0546
Fax: 707-463-6204
Email: mgrandi@cityofukiah.com

EXHIBIT C

NCPA SUMMARIES OF LIABILITY INSURANCE

See the attached Summaries of the following insurance coverage:

1. Workers' Compensation & Employer's Liability
2. Automobile Liability & Physical Damage
3. Excess Liability
4. Professional Liability

2328439.3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2013

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 021172-XSsir-13-14	CONTACT NAME: _____	
	PHONE (A/C. No. Ext): _____	FAX (A/C. No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Associated Electric & Gas Ins Services Ltd		3190004
INSURER B: N/A		N/A
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: SEA-002096630-13	REVISION NUMBER: 21
------------------	---------------------------------------------	----------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XL5055403P LIMITS ARE EXCESS OF \$200K SIR	12/01/2013	11/20/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is included as additional insured where required by written contract.

CERTIFICATE HOLDER City of Lodi 221 West Pine Street Lodi, CA 95240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Brian Cooney
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ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 10A Replacing Endorsement No. 10 Effective date of Endorsement December 1, 2013

Attached to and forming part of POLICY No. XL5055403P

NAMED INSURED Northern California Power Agency

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

ADDITIONAL INSURED ENDORSEMENT

Section II., Definitions, (L) INSURED is hereby amended to include the following, but only with respects to liability imposed upon the following as result of the operations of the NAMED INSURED:

City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers.
221 West Pine Street
Lodi, CA 95240

LIMIT OF LIABILITY: \$5,000,000 per OCCURRENCE and in the aggregate, where applicable.

The Certificate Holder is an additional INSURED under the POLICY but only:

- (i) to such extent and for such Limits of Liability (subject always to the terms and Limits of Liability of the POLICY) as the NAMED INSURED has agreed to provide insurance for the Certificate Holder under the following contract:

Ground Lease as respects Lodi Energy Center

It is agreed that this POLICY shall be primary and non-contributory by City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers.



Signature of Authorized Representative

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
METER MAINTENANCE PROGRAM AGREEMENT
WITH NORTHERN CALIFORNIA POWER AGENCY

=====

WHEREAS, the Lodi Electric Utility (LEU) operates as a Metered Subsystem (MSS) within the California Independent System Operator (CAISO) Balancing Authority (BA) Area and is a party to the Third Amended and Restated Northern California Power Agency (NCPA) MSS Aggregator Agreement (MSSA Agreement); and

WHEREAS, the City is obligated to comply with CAISO tariff provisions applicable to transmission grid intertie metering equipment, including maintenance, testing and certification; and

WHEREAS, the LEU currently has three such transmission grid intertie meters serving the loads of the City; and

WHEREAS, NCPA has developed the Meter Maintenance Program Agreement under which NCPA will acquire services from Trimark Associates, on behalf of the City, to perform the required meter maintenance activities; and

WHEREAS, Trimark was previously performing these services under a three-year contract approved in 2011, set to expire at the end of this calendar year; and

WHEREAS, the proposed Meter Maintenance Program Agreement is for a term of five years and is consistent with the terms of the underlying General Services Agreement between Trimark and NCPA; and

WHEREAS, the Meter Maintenance Program Agreement will act as a pass through agreement for the cost of services provided whereby NCPA will pass through all costs incurred under the General Services Agreement with Trimark that are applicable to LEU's metering equipment; and

WHEREAS, NCPA is not authorized to perform any initial services or incur any costs under the terms of the Meter Maintenance Program Agreement until its receipt of a written Resolution from the City confirming its authority to enter into this Agreement and confirming that the City has allocated funds for and approved payments to NCPA under this Agreement; and

WHEREAS, costs for services provided to the LEU under the Meter Maintenance Program Agreement will be approximately \$26,500 over the five-year contract and the LEU has allocated the appropriate funds within its FY 2014/15 budget for said payments to NCPA.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Meter Maintenance Program Agreement with

NCPA, and affirms that Lodi Electric Utility has allocated funds within its FY 2014/15 budget for payments to NCPA under the Meter Maintenance Program Agreement.

Dated: December 3, 2014

=====

I hereby certify that Resolution No. 2014-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Siemens Industry, Inc. c/o Geo. E. Honn Company, Inc. of Vacaville for Power Circuit Breaker Repairs (\$45,015)

MEETING DATE: December 3, 2014

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Siemens Industry, Inc. c/o Geo. E. Honn Company, Inc. of Vacaville for power circuit breaker repairs in an amount not to exceed \$45,015.

BACKGROUND INFORMATION: The Electric Utility (EU) maintains four substations that utilize 72,500 volt rated Siemens power circuit breakers to protect the substation and sub-transmission systems from faults and failures.

Standard industry practice is to utilize a non-flammable gas such as sulfur hexafluoride (SF₆) to insulate the circuit breakers against electrical arcing. The SF₆ gas is contained within the circuit breaker by a gasket and seal system. The gaskets and seals identified in six circuit breakers have degraded and are leaking the gas into the atmosphere at unacceptable levels. SF₆ is a highly-regulated fluorocarbon at both the federal and State levels; the State of California Air Resources Boards has set aggressive targets for reductions of SF₆ to 1.0% by 2020. The EU cannot meet this mandate without repairs to the circuit breakers. In addition, failure of the gaskets and seals will lead to the circuit breakers being inoperable.

In July 2014, EU staff engaged Siemens to troubleshoot and identify repairs that are needed to the Siemens designed and constructed power circuit breaker. Siemens' unique knowledge and technical expertise of their product renders them as uniquely qualified to make the necessary repairs. Further, as part of this project, Siemens warranties repairs while providing hands-on training to EU staff, which will enable similar repairs to be completed in-house.

FISCAL IMPACT: Not to exceed \$45,015.

FUNDING AVAILABLE: Included in FY2014/15 Budget Account No. 50064200.72450.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Charles J. Berry, Electric Utility Superintendent
EAK/CJB/ke

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Siemens Industry, Inc. c/o the Geo. E. Honn Company, Inc. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for repair SF6 Gas Leaks on (6) Siemens SP Circuit Breakers (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on December 3, 2014 and terminates upon the completion of the Scope of Services or on June 30, 2015, 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: C.J. Berry, Electric Utility Superintendent

To CONTRACTOR: Siemens Industry, Inc. c/o Geo. E. Honn Company, Inc.
 853 A Cotting Court
 Vacaville, CA 95688
 Attn: James Magolske

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. ROBISON
City Clerk

STEPHEN SCHWABAUER
City Manager

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

Siemens Industry, Inc. c/o Geo E Honn Co.

By: _____



By: _____

Name: Bryson Berlin
Title: Business Development Manager

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

Funding Source: 50064200.72450
(Business Unit & Account No.)

Doc ID:

CA:Rev.07.2014



Geo. E. Honn Co., Inc.

853 A Cotting Court
Vacaville, CA 95688

Fax 707/455-0245

Phone 707/455-0241

E-mail: sandi@honn.com

E-mail message sent Friday, November 21, 2014

To: City of Lodi
Attn: Charles Berry
From: Sandi Mills for James Magolske
Subj: Siemens Industry, Inc. Proposal No. SF14861858R3
Repair SF6 Gas Leaks on (6) Siemens SP Circuit Breakers

Page 1 of 7 (city of lodi siemens industry Proposal No SF14861858R3 112114.docx)

Dear Charles:

The following is the quotation you requested to combine the service and the parts into one proposal and to revise the terms and conditions to the agreed upon City of Lodi terms:

(see attached)

When issuing a purchase order, make it out to **Siemens Industry, Inc.** c/o the Geo. E. Honn Co., Inc.

We appreciate the opportunity to provide you with the above quotation. Please let us know if we can be of further assistance.

Regards,

Sandi Mills



PROPOSAL FOR:
City of Lodi

Project:

Repair SF6 Gas Leaks on (6) Siemens SP Circuit Breakers

Presented by:

James Magolske
George E. Honn and Associates (an authorized Siemens Energy sales representative)
Tel. (707) 455-0241

Presented by:

Bryson Berlin
Siemens Industry, Inc.
Asset Services
Tel: (281) 824-9631

Proposal No. SF14861858R3

November 20, 2014

Siemens Power Transmission & Distribution, Inc.
Service Solutions Division
P.O. Box 29503 Raleigh, NC 27626-0503
7000 Siemens Road Wendell, NC 27591
Tel. +1 800-347-6659

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Overview

Siemens is pleased to provide City of Lodi with this proposal to repair active SF6 gas leaks on (6) existing Siemens SP-72.5 circuit breakers. All labor shall be performed the Industrial Substation located near Lodi, CA.

Existing Equipment:

Siemens Circuit Breaker. Type SP-72.5-23-2.

Breaker Serial Number	Position ID	Leak Origin	Repair Action
44756-4	6060	#3 Bushing Flange	Remove + Regasket all (6) Bushings
44778-1	6065	#6 Bushing Flange	Remove + Regasket all (6) Bushings
44778-2	6068	SF6 Density Monitor	Replace SF6 Density Monitor Assy
50490-2	6070	Gas Fitting + Pressure Gauge Broken	Replace fitting at rear cover plate + Replace broken SF6 gauge
44795-1	32	Pressure Gauge	Replace SF6 gauge
44778-4	12	Possible Bushing Flange	Remove + Rgasket all (6_ Bushings
All the above units		SF6 Fill port	Replace all (6) Fill Port Fittings + Caps

This offer is based on the information supplied in the Field Service Report by Clell Allred, Aug 5th.

1. Work Scope

EXHIBIT A

Siemens shall provide field services to repair the SF6 gas leaks identified on each circuit breaker. All additional SF6 pressure required / needed will be the responsibility of the City of Lodi and is not included in this proposal.

2. Division of Responsibilities

Siemens will be responsible for the following:

- Repair active SF6 leaks as identified in the Siemens Field Service Report
- Supply SF6 gas recovery cart
- Supply (2) Field Engineers to perform the work activities
- Supply hand tools required for the repairs
- Supply any specialized test equipment (100A Micro-Ohm Meter)
- Verify repairs are satisfactory using a hand held gas detection device.

The City of Lodi will be responsible for the following:

- Provide a contact person at the site.
- Provide complete access, free and un-obstructed, to the substation where work is to be performed.
- Obtain any permits required to perform the work (if applicable).
- Perform switching and operation of existing equipment. Equipment must be in the Open position and the Air Disconnect switch blades OPEN.
- Provide lockout and tag out of breaker to be worked on (installation and removal).
- Supply an A Frame ladder.
- Supply (1) section of scaffolding + work platform to facilitate the repairs
- Re-energize the breakers after Siemens work is complete.
- **Supply any required / additional SF6 gas needed to facilitate the repairs.**

3. Schedule

- The work scope described above will require 4 - 10hr days.
- Each circuit breaker will need to be out of service to perform the repairs.
- The work scope described above shall be performed during normal business hours during an outage schedule that is mutually agreeable to both Siemens and City of Lodi. No premium overtime hours have been included.
- Siemens requires 3-4 weeks advanced notice ahead of project start date in order to schedule necessary equipment and personnel.

4. Clarifications

Following are the clarifications, comments and exceptions for the project:

1. Any material or labor outside the described work scope (above) shall be reviewed with City of Lodi and if approved shall be billed in addition to this proposal and shall be billed on a Time and Material basis at our current published rates (attached).
2. Delays beyond the control of Siemens, excluding weather related, are not included in this work scope. Delays beyond Siemens' control will be billed at the current published Domestic Field Service Rates (Form SVCPL-2011).
3. Siemens reserves the right to use non-union labor to perform this work scope.

5. Pricing

EXHIBIT B

Siemens shall provide the labor described above on a Fixed / Firm Price type of contract.

5.1 Labor

Firm Price to perform SF6 Leak repairs on

(6) SP-72 Circuit Breakers \$37,470.00

- This proposal is valid for 60 days

5.2 Parts

- 1 each Major Inspection Tool and Parts Kit 1658B22G01 \$1,858.00 each
- 2 each Major Inspection Parts Kits 1658B23G01 \$1,450.00 each
1 each Rear Cover Quick Disconnect 4043B97G01 \$85.00 each
- 1 each SF6 Density Switch 7331D28H19 \$1,680.00 each
- 1 each Tube Block 72280716003 \$484.00 each
(Capillary Tube Block on breaker needs to be changed due to vendor modification)
- 6 each SF6 Fill Port Quick Disconnects 4043B97G03 \$85.00 each
- 1 each Connector W 42320411 \$29.00 each

Parts total.....\$7,546.00

6. Conditions of Payment

- Invoicing for service will be processed immediately upon completion of work.
- Payment terms are NET 30 days.

7. Ordering Information

Please make purchase order to the following Siemens entity:

Siemens Industry Inc.
7000 Siemens Road
Wendell, NC 27591

Attention: **Bryson Berlin**
Email: bryson.berlin@siemens.com
Phone: (281) 824-9631

8. Terms and Conditions

The terms that apply to this order are ones previously agreed to by Siemens and the City of Lodi, CA, Risk: rev.032014

Siemens Industry, Inc. ("Seller")
Smart Grid Applications Division
Standard Terms and Conditions of Product Sales and Services (3/31/2010)

1. **Applicable Terms.** These terms govern the sale of goods and services (collectively, "Products") by Siemens. Whether these terms are included in a proposal, offer or an acceptance by Siemens, such proposal, offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Siemens. Siemens' failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.

2. **Pricing & Payment.** The prices for the Products shall be: (a) as stated in Siemens' proposal; or, if none are stated (b) Siemens' standard prices in effect at the time of release for shipment or performance of services. In the event of a price increase or decrease, the price of Products on order shall be adjusted to reflect such increase or decrease. This does not apply to a shipment held by request of Buyer. Products already shipped are not subject to price increase or decrease. Siemens may require, at its discretion, a reasonable and appropriate down payment prior to commencing work. Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to Siemens' invoices or to discountable items if there are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.

(a) **Payment** - Unless otherwise stated, all payments shall be net thirty (30) days from the date of invoice payable in United States Dollars.

(b) **Credit Approval** - All orders are subject to credit approval by Siemens. The amount of credit or terms of payment may be changed or credit withdrawn by Siemens at any time for any reason without advance notice. Siemens may, in its discretion, withhold further manufacture, performance or shipment; require immediate cash payments for past and future shipments or performance; or require other security satisfactory to Siemens before further manufacture, performance or shipment is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.

(c) **Installation Shipment** - If these terms require or authorize delivery of Products in separate lots, shipments or milestones to be separately accepted by Buyer, Buyer may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of these terms. Buyer may not refuse to receive any lot or portion of hereunder for failure of any other lot or portion of a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Buyer shall pay for each lot in accordance with the terms hereof. Payment shall be made for the Products without regard to whether Buyer has made or may make any inspection of the Products. Products held for Buyer are at Buyer's sole risk and expense.

(d) **Taxes, Shipping, Packing, Handling** - Except to the extent expressly stated in these terms, Siemens' prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product, and Buyer shall pay such amounts or reimburse Siemens for any amounts Siemens pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same. Siemens' prices include the costs of its standard domestic packing only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, consult Siemens' sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyer's account.

(e) **Finance Charge** - Buyer agrees to pay FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date each invoice is due and payable at an ANNUAL PERCENTAGE RATE of EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.

(f) **Disputed Invoice** - In the event Buyer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice. The undisputed portion shall be paid when due, and FINANCE CHARGE on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.

(g) **Collection** - Upon Buyer's default of these terms, Siemens may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Siemens, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Siemens, and any FINANCE CHARGES accrued on any unpaid balance owed by Buyer.

(h) **Suspension/Termination Right** - Siemens reserves the right to suspend work if Buyer is over thirty (30) days late in payment of an undisputed invoice. Siemens reserves the right to terminate the order if Buyer is over sixty (60) days late in payment of an undisputed invoice.

3. **Delivery; Title; Risk of Loss.** Product shall be delivered F.O.B. Siemens point of shipment with title to the Product and risk of loss or damage for the Product passing to Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Siemens may make partial shipments. Shipping dates are approximate only and Siemens shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Siemens fails to meet the specified delivery schedule.

4. **Deferment and Cancellation.** Buyer shall have no deferment rights and Buyer shall be liable for cancellation charges, which shall include without limitation: (a) payment of the full product price for any finished Product or works in progress; (b) payment for raw materials ordered pursuant to a firm purchase order; and (c) such other direct costs incurred by Siemens as a result of such cancellation.

5. **Force Majeure / Delays.** If Siemens suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Siemens will give to Buyer notice within a reasonable time after Siemens becomes aware of any such delay. Siemens shall be entitled to reimbursement of actual costs directly attributable to the force majeure event. A force majeure event lasting greater than six (6) months shall entitle either party to terminate the agreement.

6. **Buyer's Requirements.** Timely performance by Siemens is contingent upon Buyer's supplying to Siemens all required technical information and data, including drawing approvals, and all required commercial documentation. Siemens shall be entitled to a change order under Section 11 of these terms for any delay caused by the Buyer, its contractors, successors or assigns.

7. **Limited Warranty.** (a) **Limited Product Warranty Statements** - For each Product purchased from Siemens or an authorized reseller, Siemens makes the following limited warranties: (i) the Product is free from defects in material and workmanship, (ii) the Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated by reference into, these terms; (iii) at the time of delivery, Siemens has title to the Product free and clear of liens and encumbrances; and (iv) for professional services performed by Siemens hereunder, Siemens warrants the services will be performed in accordance with generally accepted professional standards (collectively, the "Limited Warranties"). The Limited Warranties set forth herein does not apply to any software furnished by Siemens. If software is furnished by Siemens, then the attached Software License Addendum shall apply.

(b) **Conditions to the Limited Warranties** - The Limited Warranties are conditioned on (i) Buyer storing, installing, operating and maintaining the Product in accordance with Siemens' instructions; (ii) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or Buyer granting Siemens access to the Products at all reasonable times and locations to assess the warranty claims; and (vii) Buyer not being in default of any payment obligation to Siemens under these terms.

(c) **Exclusions from Limited Warranty Coverage** - The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Siemens or not bearing its nameplate. To the extent permitted, Siemens hereby assigns any warranties made to Siemens for such equipment. Siemens shall have no liability to Buyer under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and provided to Buyer "as is" with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses, light bulbs and lamps.

(d) **Limited Warranty Period** - Buyer shall have twelve (12) months from initial operation of the Product or eighteen (18) months from shipment, whichever occurs first (or in the case of services, twelve (12) months from the completion of services), to provide Siemens with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided Siemens with notice of a breach of the Limited Warranties.

(e) **Remedies for Breach of Limited Warranty** - Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to Siemens' choice of repair or replacement of the Product, or non-conforming parts thereof, re-performance of the services, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product or re-performed services shall be limited to the remainder of the original warranty period. Unless otherwise agreed to in writing by Siemens, (i) Buyer shall be responsible for any labor required to gain access to the Product so that Siemens can assess the available remedies and (ii) Buyer will be responsible for providing Siemens with working access to the Products, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations, or transportation costs to and from the Siemens factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. All exchanged Products replaced under this Limited Warranty will become the property of Siemens.

(f) **Transferability** - The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product. THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 7 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN SECTION 8 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

8. **LIMITATION OF LIABILITY.** NEITHER SIEMENS, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER ITS SUCCESSORS OR ASSIGNS FOR DAMAGES OF BUYER'S CUSTOMERS. SIEMENS' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 8 ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. SIEMENS LIABILITY WITH REGARD TO THIS AGREEMENT SHALL CEASE UPON THE EXPIRATION OF THE LIMITED WARRANTY PERIOD.

9. **PATENT AND COPYRIGHT INFRINGEMENT.** Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if Siemens is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing.

Siemens will have no duty or obligation to Buyer under this Section 9 to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance; (b) modified by Buyer or its contractors after delivery; or (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction,

modification or combination, a suit or proceeding is brought against Siemens, Buyer shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under the provisions of this Section 9.

THIS SECTION 9 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.

10. **Compliance with Laws.** Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.
11. **Changes in Work.** Siemens shall not implement any changes in the scope of work unless Buyer and Siemens agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Siemens to an equitable adjustment in the prices and any time of performance.
12. **Non-waiver of Default.** Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Siemens may decline to make further shipments. If Siemens elects to continue to make shipments, Siemens' actions shall not constitute a waiver of any default by Buyer or in any way affect Siemens' legal remedies for any such default. Any waiver of Siemens to require strict compliance with the provisions of this contract shall be in writing and any failure of Siemens to require such strict compliance shall not be deemed a waiver of Siemens' right to insist upon strict compliance thereafter.
13. **Final Written Agreement; Modification of Terms.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by Siemens, comprise the complete and exclusive agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Siemens. These terms may only be modified by a written instrument signed by authorized representatives of both parties.
14. **Assignment.** Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Siemens may assign its rights and obligations under these terms to its affiliates and Siemens may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.
15. **Applicable Law and Jurisdiction.** These terms is governed and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BUYER WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THESE TERMS.
16. **Severability.** If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
17. **Export Control.** Buyer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods provided under this agreement, including any export license requirements. Buyer agrees that such goods shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
18. **Nuclear.** Buyer represents and warrants that the goods covered by this agreement shall not be used in or in connection with a nuclear facility or application. If Buyer is unable to make such representation and warranty, then Buyer agrees to indemnify and hold harmless Siemens and to waive and require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens's negligence.
19. **Asbestos - Federal Law** requires that building or facility owners identify the presence, location and quantity of asbestos containing materials (hereinafter "ACM") at work sites. Siemens is not licensed to abate ACM. Accordingly, prior to (a) commencement of work at any site under a specific Purchase Order, or (b) a change in the work scope of any Purchase Order, Buyer will certify that the work area associated with Siemens' scope of work under said Purchase Order, Change Order, or either of them, is free of ACM.
20. **Confidentiality.** (a) During the term of this Agreement and thereafter, Buyer shall treat as confidential all information obtained by him/her for and from Siemens and all information compiled or generated by him/her under this Agreement for Siemens including, but not limited to, business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Buyer shall not disclose or refer to the work to be performed under this Agreement in any manner which would identify Siemens without the advance written permission of Siemens.
(b) Nothing, however, in this Agreement shall obligate Buyer to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the Buyer; (ii) is disclosed to Buyer, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to Buyer, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of Buyer upon the date of this Agreement; or (iv) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that Buyer shall promptly advise Siemens of any requirement to make such disclosure to allow Siemens the opportunity to obtain a protective order and assist Siemens in so doing.
(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, Buyer, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, Buyer, or individual is under an obligation not to disclose. The Buyer agrees to abide by this policy.

~~**SOFTWARE LICENSE / WARRANTY ADDENDUM -
SIEMENS INDUSTRY, INC. ("SIEMENS")
SMART GRID APPLICATIONS DIVISION**~~

~~This Addendum applies to software furnished by Siemens and replaces the Limited Warranty provisions of Siemens' Standard Terms and Conditions of Product Sale and Services. All other terms and conditions contained in Siemens' Standard Terms and Conditions of Product Sale and Services are unaffected by this Addendum.~~

1. **Software License, Warranty, Fees.** (a) Siemens hereby grants to Buyer: a non-exclusive, non-transferable right to use the computer software program licensed under this Contract in machine-readable, object code form and any modifications made by Siemens thereto ("Software"), but only in connection with the configuration of the goods and operating system for which the Software is ordered and for the end use purpose stated in the related Siemens operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, without Siemens's prior written consent, except for making a single copy for backup or archival purposes in accordance with the related Siemens operating documentation, and provided that Siemens's confidential and proprietary legend is included. Except to the extent that the parties otherwise agree in writing, Buyer's license to use the copy of such Software shall terminate upon breach of this license or the Contract by Buyer, including, without limitation, breach of payment or confidentiality obligations. All copies of the Software are the property of Siemens, and all copies for which the license is terminated shall be returned to Siemens promptly after termination.
(b) Siemens may authorize Buyer (such as a Siemens distributor or original equipment manufacturer) to transfer this software license and warranty to a third party ("Siemens-authorized transferee"). Such authorization to transfer shall be in writing and signed by a Siemens authorized representative. Siemens-authorized transferee shall have the same rights and obligations as Buyer, except it shall not have the right to transfer such license.
(c) Siemens warrants that on the date of shipment of the Software only to Buyer or Buyer's Siemens-authorized transferee hereunder that: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Siemens has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Siemens operating documentation. Siemens disclaims any warranty that the operation of the Software will be uninterrupted or error free. This warranty does not apply to software delivered by Siemens but produced by others. The warranty for software produced by others shall be the warranty as stated by the software producer.
(d) If within one (1) year from date of initial installation (but not more than eighteen (18) months from date of shipment by Siemens to Buyer) of Software, Buyer or its Siemens-authorized transferee hereunder discovers that the Software is not as warranted above and promptly notifies Siemens in writing, within this period of time, of the nonconformity, and if Siemens cannot correct the nonconformity or deems correction to be commercially impracticable or prohibitively expensive, Buyer's and Buyer's Siemens-authorized transferee's exclusive remedies, at Siemens's option and expense, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of an equitable, pro rata share of the Contract price or license fee paid.
(e) This warranty will apply for the period specified in (d) above, provided that: (1) the Software is not modified, changed, or altered by anyone other than Siemens or its suppliers, unless authorized by Siemens in writing; (2) there is no change by anyone other than Siemens to the goods for which the Software is ordered; (3) the goods are in good operating order and are installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer, Buyer's Siemens-authorized transferee, or any of their agents, servants, employees, or contractors, or any third party; (5) Buyer or Buyer's Siemens-authorized transferee promptly notifies Siemens in writing, within the period of time set forth in (d) above, of the nonconformity after it is discovered; and (6) all fees for the Software due to Siemens have been paid. SIEMENS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
(f) Buyer and successors of Buyer are limited to the remedies specified in this Section and shall have no others for a nonconformity in the Software. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer's or successors' remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, operating documentation, installations, or non-conformities from any cause.
(g) Unless otherwise provided in this Contract, the fees for this Software license are included in the purchase price of the goods. Any subsequent modifications or enhancements to the Software made by Siemens are, at Siemens's option, subject to a fee.

Approved as to form

City Attorney





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

1. **COMPREHENSIVE GENERAL LIABILITY**
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
Proof of coverage with limits not less than \$1,000,000 combined single limit
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.
3. **PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS**
Not less than \$1,000,000 per claim

~~_____~~
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 Consultant; whichever is greater.

Consultant 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 Consultant'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, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

EXHIBIT C

Insurance Requirements for Consultant (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 Consultant 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) Completed Operations Endorsement
For three years after completion of project, a certificate of Insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (e) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (f) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (g) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Consultant shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Consultant shall provide proof of continuing insurance on at least an annual basis during the Term. If Consultant's insurance lapses or is discontinued for any reason, Consultant shall immediately notify the City and immediately obtain replacement insurance.
- (h) Failure to Comply
If Consultant fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Consultant 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 Consultant 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. Consultant 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 Consultant 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, Consultant shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (i) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Consultant shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Consultant's employees employed at the site of the project and, if any work is sublet, Consultant shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Consultant 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2014

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454	CONTACT NAME: _____	
	PHONE (A/C, No. Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
100129-SMART-GRID-14/15 SMART Lunn NOC60	INSURER A: HDI-Gering America Insurance Company	41343
INSURED SIEMENS INDUSTRY, INC. SMART GRID DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513	INSURER B: The Travelers Indemnity Company	25658
	INSURER C: The Charter Oak Fire Insurance Company	25615
	INSURER D: Travelers Property Casualty Co. of America	25674
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-006905512-03 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLD1110106	10/01/2014	10/01/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 100,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ INCL.
								\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>			TC2JCAP7440L34A14	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ N/A
							BODILY INJURY (Per accident)	\$ N/A
							PROPERTY DAMAGE (Per accident)	\$ N/A
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$			CUD1110206	10/01/2014	10/01/2015	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TC2OUB7440L27114 (AOS)	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
B	Y / N <input checked="" type="checkbox"/> N / A			TRKUB7440L28314 (AZ, MA, OR & WI)	10/01/2014	10/01/2015	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 07252014

SEE ATTACHED

CERTIFICATE HOLDER CITY OF LODI ATTN: C J BERRY 221 WEST PINE STREET LODI, CA 95241-1910	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED SIEMENS INDUSTRY, INC. SMART GRID DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

RE: 07252014

CITY OF LODI, CA IT'S AFFILIATED AND ASSOCIATED COMPANIES ARE HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY INSURANCE POLICIES. SUCH INSURANCE AS IS AFFORDED BY THE ADDITIONAL INSURED ENDORSEMENT SHALL APPLY AS PRIMARY INSURANCE & OTHER INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER SHALL BE EXCESS ONLY & NOT CONTRIBUTING WITH INSURANCE PROVIDED UNDER THIS POLICY.

WAIVER OF SUBROGATION IS EFFECTUAL AS RESPECTS TO GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY.

\$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.



Marsh USA Inc.
11001 Lakeline Blvd., Bldg 1, Suite 200
Austin, TX 78717
512 342 4400 Fax 212 948 0622
Njsiemens.csg@marsh.com

Memo

To: **To Whom It May Concern**
Date: September 25, 2014
From: Marsh CSS
Subject: **Siemens Corporation**
Certificates of Insurance
2014 - 2015 Policy Year

As a Siemens Corporation Certificate Holder, please find attached your company's renewal certificate for the 10/1/2014 – 10/1/2015 policy period. If you do not require this Certificate of Insurance, please advise by marking "DELETE" on the certificate and returning it via email (njsiemens.csg@marsh.com) or fax to (212) 948 0622.

Best regards,

Marsh CSS

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SIEMENS INDUSTRY, INC., C/O GEO. E. HONN COMPANY, INC., FOR POWER CIRCUIT BREAKER REPAIRS

WHEREAS, the Electric Utility (EU) maintains four substations that utilize 72,500 volt rated Siemens power circuit breakers to protect the substation and sub-transmission systems from faults and failures; and

WHEREAS, standard industry practice is to utilize a non-flammable gas such as sulfur hexafluoride (SF₆) to insulate the circuit breakers against electrical arcing; the SF₆ gas is contained within the circuit breaker by a gasket and seal system; and

WHEREAS, the gaskets and seals identified in six circuit breakers have degraded and are leaking the gas into the atmosphere at unacceptable levels; and

WHEREAS, SF₆ is a highly-regulated fluorocarbon at both the Federal and State levels; the State of California Air Resources Boards has set aggressive targets for reductions of SF₆ to 1.0% by 2020; and the EU cannot meet this mandate without repairs to the circuit breakers; and

WHEREAS, in addition, failure of the gaskets and seals will lead to the circuit breakers being inoperable; and

WHEREAS, in July 2014, EU staff engaged Siemens to troubleshoot and identify repairs that are needed to the Siemens designed and constructed power circuit breaker, and Siemens' unique knowledge and technical expertise of their product renders them as uniquely qualified to make the necessary repairs; and

WHEREAS, further, as part of this project, Siemens warranties repairs while providing hands-on training to EU staff which will enable similar repairs to be completed in-house; and

WHEREAS, the \$45,015 required for this work is included in FY 2014/15 Budget Account No. 50064200.72450.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Siemens Industry, Inc., c/o Geo. E. Honn Company, Inc., for power circuit breaker repairs in an amount not to exceed \$45,015.

Dated: December 3, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Responses to the 2013-2014 Grand Jury Report Regarding Case No. 1613

MEETING DATE: December 3, 2014

PREPARED BY: City Manager

RECOMMENDED ACTION: Approve responses to the 2013-2014 Grand Jury report regarding Case No. 1613.

BACKGROUND INFORMATION: The City received a Grand Jury report in June regarding City Council responses to Grand Jury requests. The City Clerk's office interpreted the report to require no response from the City. However, the secretary to the Grand Jury believes one is due. That misunderstanding lead to this report being late. Once staff clarified the matter, they immediately prepared and agendized this draft response.

Staff has carefully reviewed Grand Jury Case No. 1613 and offers the attached response. Upon City Council approval, the responses will be finalized and submitted to the presiding judge of San Joaquin County Superior Court by December 4, 2014.

FISCAL IMPACT: Not applicable at this time.

FUNDING AVAILABLE: Not applicable at this time.

Stephen Schwabauer
City Manager

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

CITY COUNCIL

PHIL KATZAKIAN, Mayor
LARRY D. HANSEN,
Mayor Pro Tempore
BOB JOHNSON
JOANNE MOUNCE
ALAN NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6700 / FAX (209) 333-6807
www.lodi.gov

STEPHEN SCHWABAUER
City Manager
JENNIFER M. ROBISON
City Clerk
JANICE D. MAGDICH
City Attorney

December 3, 2014

Hon. Lesley Holland, Presiding Judge
San Joaquin County Superior Court
P.O. Box 201022
Stockton, CA 95201

**RE: Follow-Up Report to the 2013-2014 San Joaquin County Grand Jury
Case No. 1613**

Dear Judge Holland:

The City of Lodi has reviewed the follow-up report to the 2013-2014 San Joaquin County Grand Jury Case No. 1613, regarding City Council input on Grand Jury responses. The Council has seriously considered Grand Jury finding 2.1 and the accompanying Grand Jury recommendation applicable to the City of Lodi, discussed the same with its professional staff and pursuant to Penal Code section 933.05, submits its comments as set forth below.

As required by Penal Code section 933(c), the Council's comments were approved at the Council's regularly scheduled meeting of December 3, 2014.

Finding 2.1: Over the last four years, almost all responses by the County and the Cities were approved by unanimous votes after little or no discussion by the elected officials or the public.

City Response: Lodi agrees with this finding in part and disagrees in part. Lodi agrees that the majority of its responses were approved unanimously. Lodi further agrees that there was little literal discussion about the approvals. However, focusing exclusively on literal discussion misapprehends the majority of the legislative process. Legislatures speak through majority assent towards a proposition. That proposition must necessarily be in written form. Each of Lodi's responses over the four-year period were fully reasoned and explained in staff reports and draft responses. Council, following review and consideration, adopted each of those reasoned responses.

Recommendation 2.1: All legislative bodies publicly explain the reasons for its response to Grand Jury Findings and Recommendations prior to voting to approve their response.

City Response: The City already implements this recommendation. The reasoning behind the response is fully detailed in the staff report to Council and letter responding to the Grand Jury. Both are published as part of the City's agenda in advance of the Council meeting and, following Council review and consideration, adopted by the Council.

Please feel free to contact us if you have any further questions.

Respectfully,

Stephen Schwabauer
City Manager

cc: City Clerk
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2
MEETING DATE: December 3, 2014
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Receive update on emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

BACKGROUND INFORMATION: White Slough Water Pollution Control Facility (WSWPCF) has four covered anaerobic digesters that serve the purpose of breaking down sewage sludge that enters the plant. On July 16, 2014, Council declared an emergency condition in response to concurrent roof failures on Digesters No. 1 and No. 2. Public contract code requires Council to review the emergency action at its next regularly-scheduled meeting and each regularly-scheduled meeting thereafter until the emergency is terminated.

The process of coating the digester interior continues and remains on schedule. The digester roof is currently in fabrication. Roof delivery is still expected in January 2015.

The procurement and construction schedule reflecting project milestones is provided below. There is no substantial change from last report.

Project Definition Meeting	July 21, 2014
Issue Final Contract Documents	August 1, 2014
Receive GMP Proposals	August 20, 2014
Issue Notice to Proceed	September 15, 2014
Complete Digester No. 2 Improvements	April 2, 2015
Complete Digester No. 1 Improvements	August 27, 2015

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Charlie Swimley, City Engineer / Deputy Public Works Director
FWS/CES/smh

cc: Associate Civil Engineer Nathan
Wastewater Plant Superintendent

Charlie Swimley, City Engineer / Deputy Public Works Director
Construction Project Manager

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointments to the San Joaquin Council of Governments Citizens' Advisory Committee and Site Plan and Architectural Review Committee and Re-post for the Remaining Vacancies on Various Boards and Commissions

MEETING DATE: December 3, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointments to the San Joaquin Council of Governments Citizens' Advisory Committee and Site Plan and Architectural Review Committee and further direct the City Clerk to re-post for the remaining vacancies on various boards and commissions.

BACKGROUND INFORMATION: On October 15, 2014, the City Council directed the City Clerk to post for vacancies on various boards and commissions. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments. In addition, it is requested that the City Council direct the City Clerk to post for the remaining vacancies (as detailed below) to remain open for 15 days.

APPOINTMENTS:

San Joaquin Council of Governments Citizens' Advisory Committee

Richard Blackston Term to expire January 1, 2019

NOTE: Two applicants (one seeking reappointment and one new application); posting ordered 10/15/14; application deadline 11/17/14

Site Plan and Architectural Review Committee

Crystal Kirst Term to expire January 1, 2019

NOTE: Three applicants (one seeking reappointment, one new application, and one on file); posting ordered 10/15/14; application deadline 11/17/14

POSTINGS:

Lodi Senior Citizen Commission

One Vacancy Term to expire December 31, 2018

Personnel Board of Review

Two Vacancies Terms to expire January 1, 2018

Recreation Commission

Three Vacancies Terms to expire December 31, 2018

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Robison
City Clerk

JMR/PMF

APPROVED: _____
Steve Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Statement of Benefits with Lodi Fire Mid-Management for 2015 through 2017 and Appropriating Funds (\$6,110)

MEETING DATE: December 3, 2014

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution approving Statement of Benefits with Lodi Fire Mid-Management for 2015 through 2017 and appropriating funds (\$6,110).

BACKGROUND INFORMATION: Staff and the Lodi Fire Mid-Management have reached a tentative agreement on their Statement of Benefits (Statement), subject to the approval of Council. The Statement includes a 1.5 percent increase in base pay effective the first full pay period in calendar year 2015 and reflects a partial restoration of prior concessions. The Statement is for a term of three years, covering January 1, 2015 through December 31, 2017. The agreement includes 'trigger' language for calendar years 2016 and 2017 that may result in additional compensation for this bargaining unit. In the event audited General Fund reserves exceed the Council's target reserve level (16 percent of General Fund revenues) for either FY 2014/15 or FY 2015/16, the agreement calls for a base salary adjustment or a one-time, non-PERSable payment to bargaining unit members not to exceed two percent of base salary. The trigger calculation is net of any reserves carried over to pay for committed amounts under the agreement.

A redline strikeout version of the Statement of Benefits is attached for Council review and approval. The redline version also reflects several housekeeping items.

Lodi's employees agreed to voluntary decreases in total compensation in every year from 2009 through 2012. When the 2012 MOUs expired, Lodi's employees agreed to permanent reductions in total compensation of nine percent in safety and seven percent in miscellaneous. These voluntary employee reductions allowed the City to survive the Great Recession, stabilize its weak reserve and perform needed capital improvements. During this same period, the cost of living has increased by 11.8 percent (San Francisco-Oakland-San Jose CPI-U).

Most City employees have not seen an increase in base pay since 2007/08 depending upon bargaining unit. The City is now in a position to grant a small increase in base pay as a result of increased revenues and prudent expense management. The base pay increase is structured in such a fashion that it is sustainable over the term of the agreement from current reserves in excess of the Council-approved General Fund reserve target. Potential increases in subsequent years of the agreement are also structured based upon available reserves over the reserve target.

APPROVED: _____
Stephen Schwabauer, City Manager

Lodi certainly faces funding challenges ahead and must plan for them. It also faces continued fiscal stress to a work force that contributed significantly to addressing the fiscal impact of the Great Recession. Although the current excess over our reserve target could certainly be invested in other fashions, staff believes that investing in our employees is the most appropriate use of these funds.

FISCAL IMPACT: Total cost of the proposed agreement is \$37,680, of which \$6,110 is applicable to FY 2014/15; \$12,410 is applicable to FY 2015/16; \$12,710 is applicable to FY 2016/17; and \$6,450 is applicable to FY 2017/18. The FY 2014/15 component of this proposal is not included in the 2014/15 budget and will require an appropriation. Funding is available from the General Fund dollars in excess of the 2013/14 reserve target.

FUNDING AVAILABLE: Funding for this item will be provided by funds in excess of the General Fund reserve target established by Council.

Jordan Ayers
Deputy City Manager

Adele Post
Human Resources Manager

Attachment

CITY OF LODI

LODI FIRE MID-MANAGEMENT (LFMM)

STATEMENT OF BENEFITS

JANUARY 1, 2014 – DECEMBER 31, 2014
JANUARY 1, 2015 – DECEMBER 31, 2017

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

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FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

FIRE MID-MANAGEMENT CLASSIFICATIONS

Fire Division Chief
Fire Battalion Chief

ARTICLE I - SALARY ~~City shall provide a one time, non-PERS-able payment of \$2,300 to each member of this bargaining unit who is employed by the City on the date of approval of this Statement of Benefits by the City Council. Payment will be made in a lump sum manner along with a regularly scheduled pay check within two pay periods of approval of this Statement of Benefits by the City Council.~~

1.1 ~~City shall provide a cost of living adjustment (COLA) of one and one-half (1 ½) percent effective the full pay period that begins after January 1, 2015.~~

~~For calendar year 2016, bargaining unit members shall receive a base salary adjustment or a One-Time Payment (defined below) if the audited general fund reserve for FY 2014/15 (net of any reserve amounts carried forward from FY 2013/14 to fund base salary adjustments or One-Time Payments granted in calendar year 2015 under this agreement) exceeds the City's reserve policy requirement (16% of revenue) in a sum sufficient to pay each general fund employee an amount not to exceed 2.0% of base salary. Such amount shall be paid in the form of a base salary adjustment if the excess amount over the City's reserve policy requirement is sufficient to also fund such base salary adjustment in calendar year 2017. Otherwise, such amount shall be paid as a One-Time Payment payable in the first full pay period that begins after January 1, 2016. If a base salary adjustment is supported, the base salary adjustment shall be made in the first full pay period that begins after January 1, 2016.~~

~~For calendar year 2017, bargaining unit members shall receive a base salary adjustment or a One-Time Payment if the audited general fund reserve for FY 2015/16 (net of any reserve amounts carried forward from FY 2013/14 and FY 2014/15 to fund base salary adjustments or One-Time Payments granted in calendar year 2015 or 2016 under this Agreement) exceeds the reserve policy requirement (16% of revenue) in a sum sufficient to pay each general fund employee an amount not to exceed 2.0% of base salary. Such amount shall be paid in the form of a base salary adjustment if the excess amount over the City's reserve policy requirement is sufficient to also fund such base salary adjustment in calendar year 2018. Otherwise, such amount shall be paid as a One-Time Payment payable in the first full pay period that begins after January 1, 2017. If a base salary adjustment is supported, the base salary adjustment shall be made in the first full pay period that begins after January 1, 2017.~~

~~As used in this agreement "One-Time Payment" shall mean a single lump sum, non-regular, non-recurring, non-PERS-able one time form of compensation.~~

1.2 Employees shall have the same Bilingual Incentive as set forth in the LPF MOU.

1.3 The City of Lodi and the Fire Mid-Management group agree that the term of this agreement is January 1, ~~2014~~2015 to December 31, ~~2014~~2017.

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FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

- 1.4 ~~If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council receives a salary increase or one time restoration payment that is greater than the base payment of \$2,300 received by the Fire Mid-Managers per Section 1.1 of this Statement of Benefits (excluding step increases or the equivalent), or a higher value medical and/or retirement benefit (except IBEW retirement) applicable to all members of the group for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on November 30, 2013 or December 31, 2013, or by resolution adopted by Council, this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.~~

ARTICLE II - DEFERRED COMPENSATION

- 2.1 Employees may participate in the City's Deferred Compensation Plan.
- 2.2 The City matches up to a maximum of 3.0% of base salary.

ARTICLE III - FLEXIBLE SPENDING ACCOUNT

- 3.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;
- a. Premium Conversion
 - b. Non-reimbursed Health Care
 - c. Dependent Care Reimbursement
- 3.2 Elections for the calendar year will be made each December, or if a change in family status occurs. Money not used by the end of each calendar year will be forfeited by the employee.

~~**ARTICLE IV – CHIROPRACTIC**~~**ARTICLE IV - RESERVED**

- ~~4.1 Chiropractic services may be received by employees and dependents through a chiropractic insurance plan. This benefit allows up to a maximum of 40 visits per calendar year. Co payments for services are \$10.00. Duplicate of Article 23~~

ARTICLE V - EDUCATION INCENTIVE

- 5.1 Education incentives will be available to eligible employees for specified degrees, certifications, and licenses.

Associate of Arts Degree - \$50.00 per month if the:

- a) AA Degree is in Fire Science or related field;
- b) AA Degree is in a non-related field with a Fire Science Certificate from an accredited institution; or
- c) Employee has AA Degree and is actively pursuing a Bachelor of Arts degree.

Or:

Bachelor of Arts Degree - \$100.00 per month.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

5.2 If an employee possesses a BA degree, he/she will receive a maximum of \$100.00 under Section 5.2.

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This incentive in this subsection 5.2 is limited to employees hired prior to March 16, 2012.

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5.3 Emergency Medical Technician \$200.00 per month

5.4 Employees will receive education incentive pay for the following certifications:

Certified Chief Officer	\$100.00 per month
Certified Fire Officer	\$50.00 per month
Certified Fire Investigator	\$12.50 per month
Certified Fire Instructor	\$25.00 per month
Certified Fire Prevention Officer	\$25.00 per month
Certified Public Education Officer	\$12.50 per month
Certified Fire Chief	\$25.00 per month

5.5 Employees shall receive a maximum of \$250.00 per month for incentives listed in subsection 5.4. However, an additional \$25.00 per month may be earned if the employee possesses a Hazardous Materials Specialist/Technician Certificate.

5.6 Persons possessing the aforementioned requirements shall not receive the incentive pay until such time as evidence of completion is produced. If they do possess the requirements on that date, but do not have evidence of completion, pay shall be made retroactively.

ARTICLE VI – JURY DUTY

6.1 All full-time regular employees are granted jury duty leave with pay. Any employee who is summoned to attend any court during the time regularly required for his employment for the purpose of jury service shall be entitled, while so engaged and actually serving, to his regular compensation in addition to any jury duty compensation.

6.2 No employee shall be granted jury duty leave with pay in which such employee will be testifying in behalf of oneself or as a witness in a court of law.

6.3 An employee serving on jury duty, who is not required to be in attendance at such jury duty for more than one half of the employee's normal working day is expected to return to his regular work assignment for the balance of the day. An employee seated on a jury shall not be scheduled for regular work during the twelve hours preceding the scheduled time for jury duty.

6.4 If an employee covered by this Agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee shall receive his full pay while so doing, with no loss of time if he/she is on regular duty. If the employee is not on duty, the City agrees to compensate

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

that employee at one and one-half times his/her regular rate of pay, for the time spent in any appearance as required by this Article. The employee shall demand a witness fee and shall reimburse same to the City. As a prerequisite for payment to off-duty employees, the Fire Chief or his designee must be notified in writing of the off-duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance. The employee shall demand a witness fee and shall reimburse the same to the City.

- 6.5 Voluntary Grand Jury service such as that service in San Joaquin County, is not covered by Jury Duty leave.

ARTICLE VII - LONGEVITY PAY

- 7.1 After completing ten years of service with the Lodi Fire Department, employees shall receive an annual longevity pay in the amount of \$1,500 in November of the year following completion of ten years of service and each year thereafter until completing twenty years of service with the Lodi Fire Department. Employees who have completed twenty years of service with the Lodi Fire Department will receive longevity pay in the amount of \$3,000 in November of the year following completion of twenty full years of service and each year thereafter.

For the purposes of this article, all employees who as of October 31st meet the service level requirements (either ten full years or twenty full years from the first day of the month in which they started their employment with the City of Lodi Fire Department) shall receive the longevity pay associated with their years of service with the Lodi Fire Department.

The incentive in Article VII is limited to employees hired prior to March 16, 2012.

ARTICLE VIII - OVERTIME

- 8.1 Due to the fact that the classifications in this bargaining unit are deemed exempt from the overtime requirements of the Fair Labor Standards Act (FLSA), the following special provisions for the payment of overtime will apply. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Overtime for Fire non-shift employees is based on a 40 hour work week. Overtime for Fire shift employees is based upon a 56 hour work week. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:

- ♦ Major storm damage requiring the dispatching of additional crews;
- ♦ The necessity to cover scheduled shifts;
- ♦ Direct supervision of crews assigned to work during normal days off to accommodate the public;
- ♦ Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service.

- 8.2 Overtime pay shall not be paid for the following:

- ♦ Staff meetings;
- ♦ Special projects;
- ♦ Conferences and seminars - except as noted below;

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

- ♦ Appearances before City Council and commissions;
- ♦ Public information presentations;
- ♦ Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.

- 8.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.
- 8.4 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour worked.
- 8.5 No more than one hundred forty-four (144) hours of compensatory time may be carried on the books at any time. Bargaining unit members shall be allowed to cash out up to a maximum of 144 hours of earned compensatory time off twice per year, in April and October.
- 8.6 Upon separation, the employee will be paid at the employee's current hourly rate or the average of the last three years, whichever is higher for the remaining compensatory balance.
- 8.7 Upon promotion into a Mid-Management position all previously accrued compensatory time must be paid or used prior to the promotion.
- 8.8 Fire Division Chief is considered an exempt classification not subject to any of the exceptions for overtime specified in this section. However, for the purposes of and in recognition of San Joaquin County Strike Team Agreements, Division Chiefs and Battalion Chiefs will be allowed to participate in Strike Team Operations and be eligible for overtime as provided for in said agreements.

ARTICLE IX – CATASTROPHIC LEAVE

- 9.1 Members of this bargaining group shall be covered by and subject to the Citywide Catastrophic Leave Policy set forth in the City's current Administrative Policy Manual.

ARTICLE X - RETIREMENT

- 10.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System (PERS). Employees shall receive the following retirement benefits. The following plan is available to employees hired prior to December 22, 2012 and deemed to be "classic" employees by PERS:

- **Safety** 3% @ 50 plan
 - 1957 Survivors Benefit
 - 1959 Survivors Benefit -3rd Level
 - Employee shall pay the full employee share of retirement costs (~~maximum of~~ 9%) as calculated by PERS in its annual actuarial valuation
 - Credit for Unused Sick Leave

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

- Military Service Credit as Public Service
- Single Highest Year

10.2 Employees hired after December 22, 2012 and deemed to be “classic” employees by PERS shall have the following retirement benefit:

- **Safety** 3% @ 55 plan
 - 1957 Survivors Benefit
 - 1959 Survivors Benefit -3rd Level
 - Employee shall pay the full employee share of retirement costs (**maximum of 9%**) as calculated by PERS in its annual actuarial valuation
 - Credit for Unused Sick Leave
 - Military Service Credit as Public Service
 - Average of three highest consecutive years

10.3 City agrees to provide the following retirement program for employees deemed to be “new” employees by PERS under the Public Employee’s Pension Reform Act of 2013 (PEPRA):

- Safety 2.7% @ 57 plan
- 1957 Survivors Benefit
- 1959 Survivors Benefit – 3rd Level
- Average of three highest consecutive years
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

10.4 To the extent permitted by PERS law, the parties intend the following items to be considered PERSable compensation:

- Salary
- Department sanctioned teams
- Education/certification incentives
- Uniform allowance
- Longevity pay
- Bilingual pay
- Holiday pay
- FLSA pay

ARTICLE XI - VACATION LEAVE

11.1 Employees hired prior to July 1, 1994 shall receive the following vacation benefits:

Forty Hour Work Week:

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

Beginning with:

Date of Hire:	3.08 hours per pay period
6th year	4.62 hours per pay period
12th year	5.23 hours per pay period
15th year	6.16 hours per pay period
21st year	6.47 hours per pay period
22nd year	6.78 hours per pay period
23rd year	7.09 hours per pay period
24th year	7.40 hours per pay period
25th year	7.71 hours per pay period

Shift (56 hour work week) Employees:

Beginning with:

Date of Hire:	5.54 hours per pay period
6th year	8.31 hours per pay period
15th year	11.08 hours per pay period
21st year	11.65 hours per pay period
22nd year	12.20 hours per pay period
23rd year	12.76 hours per pay period
24th year	13.32 hours per pay period
25 th year/above	13.88 hours per pay period

Vacation leave shall be used in increments of not less than quarter hours. Maximum vacation accrual (carry over) shall follow the City's Vacation Leave Policy.

- 11.2 Members shall have the option of cashing out any vacation time in excess of 2 tours, or 80 hours for those who work a 40-hour workweek. Members may request a cash out of vacation twice per year, in April and October; balances will be paid in the employee's regularly scheduled paycheck.

ARTICLE XII - ADMINISTRATIVE LEAVE

- 12.1 Employees will be given 80 hours of administrative leave (or 120 hours for shift personnel) per calendar year. Leave shall be taken in increments of not less than quarter hours. Balances must be used prior to December 30 or they will be lost.
- 12.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with six point six seven (6.67) hours granted for each full calendar month remaining in the calendar year with a maximum of 80 hours. Shift employees will be granted 10 hours leave for each full calendar month remaining in the calendar year with a maximum of 120 hours.
- 12.3 Employees separating mid-year will receive a cash pay out for unused Administrative Leave on a prorated basis in accordance with this section.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

- 12.4 Employees are eligible to cash out up to half of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance Division.

ARTICLE XIII - HOLIDAYS

- 13.1 Effective January 2004, employees shall receive either 108 hours (non-shift) or 156 hours of holiday leave. In January of each year, every member's holiday account will be credited with the appropriate number of holiday hours. Employees hired mid-year or terminating mid-year shall have holiday hours credited or deducted at the rate of 6.0 hours for shift employees and 4.15 hours for non-shift employees per pay period.
- 13.2 Holiday hours shall be taken in increments of not less than quarter hours and may not be carried into the following calendar year. Each year, the pay period in which December 1 falls, employees will be paid for the unused holidays at the straight-time rate.

ARTICLE XIV – LEAVE OF ABSENCE

- 14.1 Leave of Absence is available to employees in accordance with the City's current Leave of Absence policy.

ARTICLE XV - SICK LEAVE

- 15.1 Sick Leave is earned at the rate of 3.70 hours per pay period for employees working a 40 hour work week and 5.54 hours for shift (56 hour work week) employees. There is no limit on the amount that can be accumulated. Total sick leave accrued is 12 days per year. Sick leave shall be taken in increments of not less than quarter hours.

ARTICLE XVI - SICK LEAVE CONVERSION

- 16.1 Employees hired prior to December 6, 1995, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

OPTION #1 - "Bank"

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid for the employee and, if applicable, his/her dependents. Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops.

Employees may also use their banks money to purchase Dental and/or Vision Insurance at the current premiums until their bank is depleted.

OPTION #2 - "Conversion"

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement, subject to the cap shown in Section 19.1. Any differences created by an increase in premiums must be paid for by the employee.

OPTION #3 - "Cash-Out"

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour.

OPTION #4 – "Service Credit"

A retiring employee will be able to convert unused sick leave to service credit for CalPERS retirement purposes.

- 16.2 Employees hired after December 6, 1995 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "Service Credit". If an individual previously qualified for the sick leave conversion option while in the United Professional Firefighters unit, they will retain their eligibility if promoted to Fire Mid-Management with an effective date of December 6, 1995.
- 16.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in section 13.1.
- 16.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.
- 16.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.
- 16.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 13.1; Option #2.
- 16.7 Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.
- 16.8 A retiree or surviving dependent may purchase dental and vision insurance at the City group rate through the Sick Leave Conversion Bank option.

ARTICLE XVII - SURVIVORS BENEFITS

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

- 17.1 The City shall pay in accordance with 16.1 for health and dental benefits described in this MOU for the Surviving spouse and any minor children of any member of the Fire Mid-Management group who is killed or dies during the performance of official duties. — Premiums will continue to be paid by the City until such time such time as the surviving spouse is covered by other insurance or remarries, and for dependent children of the member killed in the line of duty until such time as either:
- a. the children become adults, or
 - b. the children are covered under other alternative medical coverage provided by and through the surviving spouse or the person who he/she remarries.

ARTICLE XVIII - EXECUTIVE PHYSICAL EXAMINATION

- 18.1 Employees may elect to receive an executive physical examination in accordance with the provisions of the City's medical insurance plan to include any and all of the following procedures as applicable and as deemed necessary by the employee's physician:
- A complete office examination
 - Urinalysis
 - Pap smear
 - EKG (resting)
 - An executive blood panel
 - Mammogram
 - Chest X-ray
- 18.2 Employees shall be reimbursed for costs not covered by the medical insurance for the procedures referenced in this section. Any additional tests judged necessary shall be the responsibility of the employee. Employees must submit all related receipts, attached to a claim voucher, to the Finance Department for reimbursement.

ARTICLE XIX - MEDICAL INSURANCE

- 19.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding Porac) as of January 1, 2014. If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction. If an employee elects not to be covered by medical insurance through the City of Lodi, an additional \$692.81 per month for family or \$532.92 for employee + 1 dependent will be added to either the employee's deferred compensation account or cash. A single employee who can show proof of group insurance will be eligible for \$305.22. In order to qualify for this provision, proof of group insurance must be provided to the City.

Effective January 1, 2014, the City's contributions to the premiums for medical insurance coverage will be capped at the following rates and employees will be responsible for premium costs in excess of this amount:

Single	\$657.33
Employee + 1	\$1,314.66
Family	\$1,709.06

- 19.2 Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

19.3 The City intends to propose a Cafeteria-based benefit program ~~in 2014 with an effective date of January 1, 2015. This program that~~ would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan. The City will form a committee, comprised of one member from each Bargaining Unit, along with City staff to discuss the contents of said cafeteria plan.

~~The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members~~

ARTICLE XX - DENTAL INSURANCE

20.1 Employees are provided fully paid family dental insurance.

20.2 Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXI - VISION INSURANCE

21.1 The City shall provide and pay for a vision care plan underwritten by VSP or comparable vision care plan. Such comparable vision care plan shall be the same as the plan offered to mid and executive management employees in the City. The plan shall have a \$25 deductible, shall provide annual examinations and lenses. Frames are available every two years.

ARTICLE XXII - LIFE INSURANCE

22.1 Employees are provided with *term life and accidental death/dismemberment* insurance at a benefit rate of \$25,000. This benefit decreases after age 70 on a sliding scale, depending on age.

22.2 Employees are provided with \$100,000 of *accident insurance* while traveling on City business outside the City limits. Spouses are only covered while accompanying the City employee on City business, or while conducting business on behalf of the City.

22.3 Employees are also provided with a \$25,000 *accidental death* policy in the event of death resulting from a line-of-duty injury.

ARTICLE XXIII - CHIROPRACTIC INSURANCE

23.1 Chiropractic services may be received by employees and dependents through a chiropractic insurance plan. Plan will allow up to a maximum of 40 visits per calendar year. Co-payments for services are \$10.00.

23.2 The City shall pay the full costs of premiums for the employee and dependent(s) during the life of this agreement.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

ARTICLE XXIV - UNIFORM ALLOWANCE

24.1 The uniform allowance shall be \$950.00 per year, paid quarterly, as part of the last bi-weekly paycheck in the months of March, June, September, and December.

~~24.2 In addition to the above uniform allowance, City agrees to make a one-time, non-PERS-able payment of one percent (1%) of employees' base salary as shown in schedule A toward the uniform allowance to each member of the bargaining unit who is employed by the City on the date of approval of this Statement of Benefits by the City Council. Payment will be made in a lump sum manner along with a regularly scheduled pay check within two pay periods of approval of this Statement of Benefits by the City Council. This clause will sunset on December 31, 2014.~~

ARTICLE XXV - TUITION REIMBURSEMENT

25.1 Tuition Reimbursement ~~shall follow the City's Tuition Reimbursement Policy.~~

- ~~a. Employees shall receive tuition reimbursement in the amount of \$4,411 for the period of July 1, 2013 through June 30, 2014 plus the full cost of books for courses taken~~
- ~~b. Other than the tuition reimbursement amounts listed above, criteria for tuition reimbursement shall follow the City's Tuition Reimbursement policy.~~
- ~~e. This incentive in Article XXI shall sunset on June 30, 2014 and default, for all purposes, to the City's Tuition Reimbursement policy.~~

25.2 Training Reimbursement

In addition to the City policy, individuals enrolling in courses offered by recognized professional organizations which are not accredited through a college or university shall be eligible for up to a maximum of \$300 per fiscal year, to be paid upon the satisfactory completion of course work. Any expenses are subject to the approval of the Fire Chief.

ARTICLE XXVI - 56-HOUR WORK WEEK

26.1 The work schedule will be a schedule of "56 hours per week" with two on-duty shifts in six 24-hour periods. For purposes of the FLSA, it is mutually understood the City has declared a 24 day work cycle

26.2 If an employee assigned to a 56-hour work week schedule terminates his/her employment in the middle of a two week payroll cycle, the employee's pay for that cycle shall be computed by multiplying the number of days between the first day of the payroll cycle and the last shift worked by eight (8) hours or the number of actually worked in that payroll cycle, whichever is greater.

26.3 It is agreed that if the work schedule of a Fire Mid-Management employee is a 40-hour week, then all holiday, vacation, and sick leave benefits are based on a 40-hour week rather than a 56-hour week.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

26.4 In order to convert the hours for employees that move from a 40 hour work week to a 56-hour work week, the following formulas will be applied:

For conversion of Vacation:

- From 40 to 56 hours.....Multiply by 1.8
- From 56 to 40 hours.....Multiply by .555556

For conversion of Holiday and Sick Leave and Comp Time:

- From 40 to 56 hours.....Multiply by 1.5
- From 56 to 40 hours.....Multiply by .666667

ARTICLE XXVII - PERSONAL LIABILITY

27.1 Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

- a. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:
 - 1. The act or omissions was not within the scope of their employment; or
 - 2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
 - 3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.
- b. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
 - 1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
 - 2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
 - 3. Payment of the claim of judgment would be in the best interests of the City.

ARTICLE XXVIII - GRIEVANCE PROCEDURE

28.1 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:

- a. Interpretation or application of any of the benefits listed herein.
- b. Disputes as to whether a matter is proper subject for the Grievance Procedure.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

- c. Disputes which may be of a “class action” nature filed on behalf of the employees or the City.

28.2 Class action Grievances shall be submitted in writing to the City Manager or vice versa.

28.3 STEP ONE

Discussion between the employee and the immediate supervisor, who will answer within 15 work days. This step shall be taken within 30 days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.

28.4 STEP TWO

If a grievance is not resolved in the initial step, then Step Two shall be a discussion between the employee, and the Department Head who shall answer within fifteen work days. This step shall be taken within fifteen work days of the date of the immediate Supervisor’s answer in Step One.

28.5 STEP THREE

If a grievance is not resolved in Step Two, Step Three shall be the presentation of the grievance, in writing, by the employee to the City Manager, who shall answer, in writing, within fifteen work days of receipt of the grievance. The City Manager’s decision shall be final and binding. Step Three shall be taken within fifteen work days of the date of the answer in Step Two.

28.6 STEP FOUR

If a grievance is not resolved by the City Manager or designee, mediation may be requested (and the City will enter into) by the Fire Mid-Management group, upon which costs will be equally borne between the City and the LFMM.

ARTICLE XXIX - DISCIPLINARY PROCEDURE

29.1 Persons Authorized to Take Disciplinary Action: Employee discipline may be initiated by the City department head for cause against any employee under his/her supervision. Disciplinary actions in the form of termination or discharge shall be subject to final approval from the City Manager.

29.2 Notice (except in the case of oral or written reprimand): Notice of Intended Disciplinary Action shall be prepared in writing by the department head proposing the discipline and shall be served on the employee in person or by registered or certified mail. Notice shall be served prior to the action becoming effective; however, where circumstances require immediate removal of the employee from the workplace, notice shall be provided within two (2) working days from the date the employee is removed from the workplace. Employees so removed shall be placed on paid leave pending imposition of discipline. A copy of the Notice of Intended Disciplinary Action shall also be filed with the Human Resources Director. The written Notice of Intended Disciplinary Action shall contain the following information:

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

1. The specific type of disciplinary action;
2. The effective date of the action;
3. The specific reason(s) or cause(s) for the actions;
4. Notice that the employee may inspect copies of all materials upon which the action is based, and
5. Notice that the employee has the right to respond orally or in writing within ten (10) days to the department head initiating the disciplinary action. No hearing before the City Manager is available to review oral or written reprimands.

An employee who responds orally or in writing to the department head shall be entitled to meet in an informal conference with the department head and shall be given the opportunity to rebut the charges against him/her or to state any mitigating circumstances. In the case of oral or written reprimand, the department head's decision shall be final. In the case of discharge, demotion, suspension, or reduction in pay, the department head or other City designee shall hear and consider the facts presented by the employee and shall thereafter submit a written recommendation to the City Manager to either impose, rescind or modify the proposed disciplinary action. The recommended proposed disciplinary action shall also be served on the employee. The recommendation shall contain:

6. The specific type of disciplinary action;
7. The specific reason(s) or cause(s) for the actions;

29.3 Final Notice of Disciplinary Action: Following review of the department head's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken, its effective date, and the employee's appeal rights.

1. Disciplinary action shall become effective on the date stated in the Final Notice of Disciplinary Action, unless the date is otherwise extended by the City Manager.
2. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Director. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.

29.4 Appeal of Disciplinary Action: In the event of a demotion, suspension or dismissal, and the affected employee is not satisfied with the decision rendered by the City Manager, the employee may appeal the decision. The employee may appeal disciplinary decisions by filing a written appeal with the Human Resources Director within fifteen (15) work days following service of the Final Notice of Disciplinary Action. The written appeal shall contain a written reply to the charges against the employee and written request for an appeal hearing. The employee shall submit a copy of the appeal to the City Manager.

29.5 If an employee submits an appeal, the City shall refer the case to a neutral hearing officer selected through the California State Mediation and Conciliation Services to hear the appeal and submit an advisory decision to the City Manager. Selection of the hearing officer shall be made by the parties' mutually selecting a list of 7 neutral hearing officers from the office of the California State Mediation and Conciliation Services. Absent

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

mutual agreement on a name on the list, the parties will strike names from the list for final selection of the hearing officer. The selected hearing officer shall adhere to the following standard of review and hearing procedures:

1. The appeal hearing shall be informal and strict rules of evidence shall not apply.
2. The parties will have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Witness testimony shall be under oath or affirmation.
3. The hearing officer may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
4. Attendance at the appeal hearing shall be limited to those determined by the hearing officer to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the City's representatives.
5. The appeal hearing will be held on the City's premises.
6. In conducting the appeal, the hearing officer's authority/jurisdiction shall be limited to reviewing the factual basis supporting the discipline and determining that the factual basis was reached honestly, after a fair, appropriate and procedurally correct investigation and for reasons that were not arbitrary, discriminatory or pretextual. Should the hearing officer, conducting the review specified above, affirm the factual basis for the discipline decision, he/she may not substitute his/her judgment for that of management's as to the level of discipline imposed. Should the hearing officer not affirm the factual basis for the discipline, the normal remedy will be to remand the matter to the decision level where the error occurred for reevaluation and/or correction consistent with the hearing officer's findings. In such a case, the hearing officer will have the authority to retain jurisdiction over the appeal to ensure compliance with the remand decision.
7. The cost of the hearing officer shall be borne by the City. The parties will share equally the cost of the court reporter and each side will bear their respective costs of representation.

29.6 Any decision of the City Manager shall be final and binding.

29.7 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5

ARTICLE XXX –CITY RIGHTS

30.1 It is further understood and agree between the parties that nothing contained in this statement of benefits shall be construed to waive or reduce any rights of the City, which include but are not limited to, the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards
- Set standards of service
- Determine the procedures and standards of selection for employment

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

- Direct its employees
- Maintain the efficiency of governmental operations
- Determine the methods, means, and personnel by which government operations are conducted
- Take all necessary actions to carry out its mission in emergencies
- Exercise complete control and discretion and the technology of performing its work.

City Rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to make and enforce standards of conduct and discipline, and to determine the content of job classifications.

ARTICLE XXXI – DEPARTMENT SANCTIONED TEAMS

- 31.1 It is the intent of the City to develop specialized teams to address a variety of special hazards and provide specialized services to the department or community. When a team is established, minimum standards for inclusion and retention as a team member shall be developed and ratified by the Fire Chief. Any member of the department who becomes a member of a recognized specialized team, shall receive a 2.5% salary increase for as long as he/she meets the minimum entry level requirements and maintains a minimum level of participation as outlined in the team membership requirements. Each employee of the department can only receive 2.5% of salary for team membership, regardless of the number of teams the employee belongs to.
- 31.2 Existing members of the Hazardous Materials Team shall remain members of the team and shall continue to receive the 2.5% salary increase. The three members of the department who meet the minimum requirements for inclusion on the Hazardous Material Team shall be able to join the team and receive the 2.5% salary increase upon ratification of this contract. However, no additional team members shall be assigned to the Hazardous Material Team until the membership falls below 12 members. There shall be a six month period for the team to develop acceptable performance standards for maintaining his/her membership on the team.
- 31.3 The development of new teams shall require the submittal of minimum entry level and performance criteria for maintenance of membership to the Fire Chief prior to the development of the team. The Fire Chief shall have the sole discretion as to the appropriate number of members per specialized team. The department shall make every effort to develop a cadre of specialized teams to adequately address the needs of its members.
- 31.4 ~~Upon ratification of the MOU Effective March 5, 2012,~~ the 2.5% salary increase resulting from membership in the above sanctioned teams ~~was~~ shall be incorporated into ~~base~~ salary and the incentive ~~pay was~~ shall be eliminated. Each member of the department shall be a member of a sanctioned team and the scope and nature of the teams shall remain as detailed in this Article.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

ARTICLE XXXII – COMPLETE AGREEMENT

32.1 The parties acknowledge that during the negotiations which resulted in this SOB, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the scope of negotiations, and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this SOB. Any other prior existing understanding or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety.

ARTICLE XXXIII – SEVERABILITY

33.1 In the event any provision of this SOB is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

Schedule A

Salary effective January ~~51, 2014~~ 2015

<u>Occupation Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<u>Fire Battalion Chief</u>	<u>\$7,574.28</u>	<u>\$7,952.99</u>	<u>\$8,350.64</u>	<u>\$8,768.17</u>	<u>\$9,206.58</u>
<u>Fire Division Chief</u>	<u>\$9,089.13</u>	<u>\$9,543.58</u>	<u>\$10,020.76</u>	<u>\$10,521.80</u>	<u>\$11,047.89</u>

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<u>Occupation Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<u>Fire Battalion Chief</u>	<u>\$7,687.89</u>	<u>\$8,072.28</u>	<u>\$8,475.90</u>	<u>\$8,899.69</u>	<u>\$9,344.68</u>
<u>Fire Division Chief</u>	<u>\$9,225.47</u>	<u>\$9,686.73</u>	<u>\$10,171.07</u>	<u>\$10,679.63</u>	<u>\$11,213.61</u>

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FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

CITY OF LODI
A MUNICIPAL CORPORATION

LODI CITY FIRE MID-MANAGEMENT.

Stephen Schwabauer
~~Interim~~ City Manager

Date: _____

Ron Penix
Representative

Date: _____

Jordan Ayers
Deputy City Manager

Date: _____

~~Jeff Larson~~**Gene Stoddart**
Representative

Date: _____

Adele Post
Human Resources Manager

APPROVED AS TO FORM:

Janice Magdich
~~Interim~~ City Attorney

ATTEST:

Jennifer Robison
City Clerk

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RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING REVISIONS TO THE STATEMENT OF
BENEFITS WITH LODI FIRE MID-MANAGEMENT FOR
2015 THROUGH 2017 AND APPROPRIATING FUNDS

=====

WHEREAS, City employees have seen a net pay decrease as a result of concessions agreed to during the Great Recession; and

WHEREAS, most City employees have not seen an increase in base pay since 2008; and

WHEREAS, the City is now in a position to grant a small base pay increase as a partial restoration of prior concessions; and

WHEREAS, it is recommended that Council approve revisions to the Statement of Benefits with Lodi Fire Mid-Management as follows as a partial restoration of prior concessions:

- 1.5% increase to base salary, effective the first full pay period in 2015;
- Additional base salary or one-time payment in calendar years 2016 and 2017 based upon General Fund reserve levels in excess of General Fund Reserve Target requirements (16% of revenue), subject to a maximum of 2% of base salary.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the revisions to the Statement of Benefits with Lodi Fire Mid-Management as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: December 3, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 3, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Revisions to Contracts for Lodi Executive Management (Excluding Council Appointees) for 2015 through 2017 and Appropriating Funds (\$8,560)

MEETING DATE: December 3, 2014

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt resolution approving revisions to Contracts for Lodi Executive Management (excluding Council appointees) for 2015 through 2017 and appropriating funds (\$8,560).

BACKGROUND INFORMATION: The City Manager requests Council approval of revisions to Executive Management Contracts (Deputy City Manager, Electric Utility Director, Fire Chief, Library Director, Parks, Recreation and Cultural Services Director, Police Chief, and Public Works Director) as a partial restoration of prior concessions. The request calls for a 1.5 percent increase in base pay effective the first full pay period in calendar year 2015. The revisions are for a term of three years, covering January 1, 2015 through December 31, 2017. The agreement includes 'trigger' language for calendar years 2016 and 2017 that may result in additional compensation for this group. In the event audited General Fund reserves exceed the Council's target reserve level (16 percent of General Fund revenues) for either FY 2014/15 or FY 2015/16, the agreement calls for a base salary adjustment or a one-time, non-PERSable payment to the group not to exceed two percent of base salary. The trigger calculation is net of any reserves carried over to pay for committed amounts under the agreement.

Lodi's employees agreed to voluntary decreases in total compensation in every year from 2009 through 2012. When the 2012 MOUs expired, Lodi's employees agreed to permanent reductions in total compensation of nine percent in safety and seven percent in miscellaneous. These voluntary employee reductions allowed the City to survive the Great Recession, stabilize its weak reserve and perform needed capital improvements. During this same period, the cost of living has increased by 11.8 percent (San Francisco-Oakland-San Jose CPI-U).

Most City employees have not seen an increase in base pay since 2007/08 depending upon bargaining unit. The City is now in a position to grant a small increase in base pay as a result of increased revenues and prudent expense management. The base pay increase is structured in such a fashion that it is sustainable over the term of the agreement from current reserves in excess of the Council-approved General Fund reserve target. Potential increases in subsequent years of the agreement are also structured based upon available reserves over the reserve target.

APPROVED: _____
Stephen Schwabauer, City Manager

Lodi certainly faces funding challenges ahead and must plan for them. It also faces continued fiscal stress to a work force that contributed significantly to addressing the fiscal impact of the Great Recession. Although the current excess over our reserve target could certainly be invested in other fashions, staff believes that investing in our employees is the most appropriate use of these funds.

FISCAL IMPACT: Total cost of the proposed agreement is \$61,790, of which \$10,060 is applicable to FY 2014/15; \$20,440 is applicable to FY 2015/16; \$20,780 is applicable to FY 2016/17; and \$10,510 is applicable to FY 2017/18. The FY 2014/15 component of this proposal is not included in the 2014/15 budget and will require an appropriation in the General Fund of \$8,560. Funding is available from the General Fund dollars in excess of the 2013/14 reserve target and in the Electric Utility fund for the Electric Utility Director component of this item.

FUNDING AVAILABLE: Funding for this item will be provided by funds in excess of the General Fund reserve target established by Council. Increased costs in the Electric Utility will be absorbed within existing appropriations.

Steve Schwabauer
City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING REVISIONS TO CONTRACTS FOR LODI EXECUTIVE MANAGEMENT (EXCLUDING COUNCIL APPOINTEES) FOR 2015 THROUGH 2017 AND APPROPRIATING FUNDS

=====

WHEREAS, City employees have seen a net pay decrease as a result of concessions agreed to during the Great Recession; and

WHEREAS, most City employees have not seen an increase in base pay since 2008; and

WHEREAS, the City is now in a position to grant a small base pay increase as a partial restoration of prior concessions; and

WHEREAS, it is recommended that Council approve revisions to Executive Management employment contracts (Deputy City Manager; Electric Utility Director; Fire Chief; Library Director; Parks, Recreation and Cultural Services Director; Police Chief; and Public Works Director) as follows as a partial restoration of prior concessions:

- 1.5% increase to base salary, effective the first full pay period in 2015;
- Additional base salary or one-time payment in calendar years 2016 and 2017 based upon General Fund reserve levels in excess of General Fund Reserve Target requirements (16% of revenue), subject to a maximum of 2% of base salary.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the revisions to Executive Management employment contracts (Deputy City Manager; Electric Utility Director; Fire Chief; Library Director; Parks, Recreation and Cultural Services Director; Police Chief; and Public Works Director) as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: December 3, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 3, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

1. BA# _____
 2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers, Deputy City Manager	5. DATE:	12/3/14
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	120	12000000	50001	Library Transfer In	\$ 1,050.00
	200	20000000	50001	PRCS Transfer In	\$ 1,180.00
	100		32205	Unreserved Fund Balance	\$ 8,560.00
B. USE OF FINANCING	100	10010000	71001	City Manager	\$ 1,370.00
	100	10030001	71001	Police	\$ 1,910.00
	100	10040001	71001	Fire	\$ 1,670.00
	100	10050001	71001	Public Works	\$ 1,380.00
	120	12090000	71001	Library	\$ 1,050.00
	200	20070001	71001	PRCS	\$ 1,180.00
	100	10095000	76220	General Fund Transfer Out	\$ 2,230.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>2014/15 contract changes for Executive Management</p>

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

Meeting Date: 12/3/14 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.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Revisions to Compensation for Confidential Employees for 2015 through 2017 and Appropriating Funds (\$8,930)

MEETING DATE: December 3, 2014

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution approving revisions to compensation for Confidential Employees for 2015 through 2017 and appropriating funds (\$8,930).

BACKGROUND INFORMATION: Although the Confidential Mid-Managers and General Services workers are not part of a recognized bargaining group, the City Council has traditionally treated the Confidential Employees in the same manner as their closest corollary bargaining unit. The City Manager requests that these employees be granted revisions in the same manner as is requested for the Executive Management team at this time as a partial restoration of prior concessions. Should the corollary bargaining groups settle with different terms than those requested herein, staff will bring such revisions back to the Council for adoption. This request calls for a 1.5 percent increase in base pay effective the first full pay period in calendar year 2015. The revisions are for a term of three years, covering January 1, 2015 through December 31, 2017. The agreement includes 'trigger' language for calendar years 2016 and 2017 that may result in additional compensation for this group. In the event audited General Fund reserves exceed the Council's target reserve level (16 percent of General Fund revenues) for either FY 2014/15 or FY 2015/16, the agreement calls for a base salary adjustment or a one-time, non-PERSable payment to the group not to exceed two percent of base salary. The trigger calculation is net of any reserves carried over to pay for committed amounts under the agreement.

Lodi's employees agreed to voluntary decreases in total compensation in every year from 2009 through 2012. When the 2012 MOUs expired, Lodi's employees agreed to permanent reductions in total compensation of nine percent in safety and seven percent in miscellaneous. These voluntary employee reductions allowed the City to survive the Great Recession, stabilize its weak reserve and perform needed capital improvements. During this same period, the cost of living has increased by 11.8 percent (San Francisco-Oakland-San Jose CPI-U).

Most City employees have not seen an increase in base pay since 2007/08 depending upon bargaining unit. The City is now in a position to grant a small increase in base pay as a result of increased revenues and prudent expense management. The base pay increase is structured in such a fashion that it is sustainable over the term of the agreement from current reserves in excess of the Council-approved General Fund reserve target. Potential increases in subsequent years of the agreement are also structured based upon available reserves over the reserve target.

APPROVED: _____
Stephen Schwabauer, City Manager

Lodi certainly faces funding challenges ahead and must plan for them. It also faces continued fiscal stress to a work force that contributed significantly to addressing the fiscal impact of the Great Recession. Although the current excess over our reserve target could certainly be invested in other fashions, staff believes that investing in our employees is the most appropriate use of these funds.

FISCAL IMPACT: Total cost of the proposed agreement is \$54,690, of which \$8,930 is applicable to FY 2014/15; \$18,130 is applicable to FY 2015/16; \$18,360 is applicable to FY 2016/17; and \$9,270 is applicable to FY 2017/18. The FY 2014/15 component of this proposal is not included in the 2014/15 budget and will require an appropriation. Funding is available from the General Fund dollars in excess of the 2013/14 reserve target.

FUNDING AVAILABLE: Funding for this item will be provided by funds in excess of the General Fund reserve target established by Council.

Jordan Ayers
Deputy City Manager

Adele Post
Human Resources Manager

1. BA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: **Jordan Ayers, Deputy City Manager** 5. DATE: **12/3/14**
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		32205	Unreserved Fund Balance	\$ 2,420.00
B. USE OF FINANCING	100	10005000	71001	City Clerk	\$ 820.00
	100	10015000	71001	City Attorney	\$ 550.00
	100	10010000	71001	City Manager	\$ 570.00
	100	10020300	71001	Human Resources	\$ 480.00

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

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

2014/15 contract changes for Confidential - General Services staff

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

Meeting Date: 12/3/14 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. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING REVISIONS TO COMPENSATION FOR
CONFIDENTIAL EMPLOYEES FOR 2015 THROUGH
2017 AND APPROPRIATING FUNDS

=====

WHEREAS, City employees have seen a net pay decrease as a result of concessions agreed to during the Great recession; and

WHEREAS, most City employees have not seen an increase in base pay since 2008; and

WHEREAS, the City is now in a position to grant a small base pay increase as a partial restoration of prior concessions; and

WHEREAS, it is recommended that Council approve revisions for Confidential employees (Mid-Managers/General Services) salary as follows as a partial restoration of prior concessions:

- 1.5% increase to base salary, effective the first full pay period in 2015;
- Additional base salary or one-time payment in calendar years 2016 and 2017 based upon General Fund reserve levels in excess of General Fund Reserve Target requirements (16% of revenue), subject to a maximum of 2% of base salary;
- Should the corollary bargaining groups settle with different terms than those requested herein, staff will bring such revisions back to the Council for adoption.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the revisions to Confidential employees (Mid-Managers/General Services) salaries as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: December 3, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 3, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

1. BA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: **Jordan Ayers, Deputy City Manager** 5. DATE: **12/3/14**
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		32205	Unreserved Fund Balance	\$ 2,420.00
B. USE OF FINANCING	100	10005000	71001	City Clerk	\$ 820.00
	100	10015000	71001	City Attorney	\$ 550.00
	100	10010000	71001	City Manager	\$ 570.00
	100	10020300	71001	Human Resources	\$ 480.00

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

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

2014/15 contract changes for Confidential - General Services staff

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

Meeting Date: 12/3/14 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.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Revisions to Contracts for Lodi Council Appointees for 2015 through 2017 and Appropriating Funds (\$3,980)

MEETING DATE: December 3, 2014

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution approving revisions to Contracts for Lodi Council Appointees for 2015 through 2017 and appropriating funds (\$3,980).

BACKGROUND INFORMATION: Although the City Council Appointees (City Manager, City Attorney and City Clerk) are not requesting revisions to their compensation packages, it is prudent to revise their contracts in the same manner as is requested for the Executive Management team as a partial restoration of prior concessions. This request calls for a 1.5 percent increase in base pay effective the first full pay period in calendar year 2015. The revisions are for a term of three years, covering January 1, 2015 through December 31, 2017. The agreement includes 'trigger' language for calendar years 2016 and 2017 that may result in additional compensation for this group. In the event audited General Fund reserves exceed the Council's target reserve level (16 percent of General Fund revenues) for either FY 2014/15 or FY 2015/16, the agreement calls for a base salary adjustment or a one-time, non-PERSable payment to the group not to exceed two percent of base salary. The trigger calculation is net of any reserves carried over to pay for committed amounts under the agreement.

Lodi's employees agreed to voluntary decreases in total compensation in every year from 2009 through 2012. When the 2012 MOUs expired, Lodi's employees agreed to permanent reductions in total compensation of nine percent in safety and seven percent in miscellaneous. These voluntary employee reductions allowed the City to survive the Great Recession, stabilize its weak reserve and perform needed capital improvements. During this same period, the cost of living has increased by 11.8 percent (San Francisco-Oakland-San Jose CPI-U).

Most City employees have not seen an increase in base pay since 2007/08 depending upon bargaining unit. The City is now in a position to grant a small increase in base pay as a result of increased revenues and prudent expense management. The base pay increase is structured in such a fashion that it is sustainable over the term of the agreement from current reserves in excess of the Council-approved General Fund reserve target. Potential increases in subsequent years of the agreement are also structured based upon available reserves over the reserve target.

Lodi certainly faces funding challenges ahead and must plan for them. It also faces continued fiscal stress to a work force that contributed significantly to addressing the fiscal impact of the Great Recession. Although the current excess over our reserve target could certainly be invested in other fashions, staff believes that investing in our employees is the most appropriate use of these funds.

APPROVED: _____
Jordan V. Ayers, Deputy City Manager

FISCAL IMPACT:

Total cost of the proposed agreement is \$24,400, of which \$3,980 is applicable to FY 2014/15; \$8,090 is applicable to FY 2015/16; \$8,190 is applicable to FY 2016/17; and \$4,140 is applicable to FY 2017/18. The FY 2014/15 component of this proposal is not included in the 2014/15 budget and will require an appropriation. Funding is available from the General Fund dollars in excess of the 2013/14 reserve target.

FUNDING AVAILABLE:

Funding for this item will be provided by funds in excess of the General Fund reserve target established by Council.

Jordan Ayers
Deputy City Manager

Adele Post
Human Resources Manager

RESOLUTION NO. 2014-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING REVISIONS TO CONTRACTS FOR LODI
COUNCIL APPOINTEES FOR 2015 THROUGH 2017
AND APPROPRIATING FUNDS

=====

WHEREAS, City employees have seen a net pay decrease as a result of concessions agreed to during the Great Recession; and

WHEREAS, most City employees have not seen an increase in base pay since 2008; and

WHEREAS, the City is now in a position to grant a small base pay increase as a partial restoration of prior concessions; and

WHEREAS, it is recommended that Council approve revisions for Lodi Council Appointees (City Manager, City Attorney, and City Clerk) contracts as follows as a partial restoration of prior concessions:

- 1.5% increase to base salary, effective the first full pay period in 2015;
- Additional base salary or one-time payment in calendar years 2016 and 2017 based upon General Fund reserve levels in excess of General Fund Reserve Target requirements (16% of revenue), subject to a maximum of 2% of base salary.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the revisions to the Lodi Council Appointees (City Manager, City Attorney and City Clerk) contracts as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: December 3, 2014

=====

I hereby certify that Resolution No. 2014-____ was passed and adopted by the Lodi City Council in a regular meeting held December 3, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Deletion of One Senior Police Administrative Clerk and the Addition of One Senior Administrative Clerk Within the Police Department

MEETING DATE: December 3, 2014

PREPARED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving deletion of one Senior Police Administrative Clerk and the addition of one Senior Administrative Clerk within the Police Department.

BACKGROUND INFORMATION: The Police Department has a vacant Senior Police Administrative Clerk position as a result of a recent staff resignation. Upon review of the department's needs, it has been determined that the classification of Senior Administrative Clerk is a more appropriate classification for the work that needs to be completed.

The department requests that one Senior Police Administrative Clerk position be deleted from its authorized position list and one Senior Administrative Clerk position be added.

FISCAL IMPACT: Salary and benefit costs will be reduced by \$2,900 annually as a result of the requested action.

FUNDING AVAILABLE: Not applicable.

Jordan Ayers
Deputy City Manager

Adele Post
Human Resources Manager

JA/ja

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY COUNCIL
DELETING ONE SENIOR POLICE ADMINISTRATIVE
CLERK AND ADDING ONE SENIOR ADMINISTRATIVE
CLERK WITHIN THE POLICE DEPARTMENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve deleting one Senior Police Administrative Clerk and adding one Senior Administrative Clerk within the Police Department.

Dated: December 3, 2014

=====

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 3, 2014 by the following vote:

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

JENNIFER M. ROBISON
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Appoint New Alternate to Mayor Phil Katzakian's Seat as Lodi's Alternate LAFCO Member

MEETING DATE: December 3, 2014

PREPARED BY: City Manager

RECOMMENDED ACTION: Appoint new alternate to Mayor Phil Katzakian's seat as Lodi's alternate LAFCO member.

BACKGROUND INFORMATION: The San Joaquin County Local Agency Formation Commission (LAFCO) has a meeting December 10, 2014. Unfortunately, Ripon's representative on the LAFCO Board, Eldon Nutt passed away unexpectedly this weekend. Mayor Phil Katzakian is currently the City Council alternate. However, Mayor Katzakian will not be on the Council by the time of the December 10 meeting. As such, staff requests the Council consider appointing an alternate to LAFCO to ensure the meeting will have a full Board to consider the December 10 calendar.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
City Manager

APPROVED: _____
Stephen Schwabauer, City Manager



City of Ripon

259 N. Wilma Ave. • Ripon, California 95366

Phone 209 599-2108 • Fax 209 599-2685

www.cityofripon.org

MAYOR

Chuck Winn

VICE MAYOR

Elden "Red" Nutt

COUNCIL MEMBERS

Leo Zuber

Jake Parks

Dean Uecker

CITY ADMINISTRATOR/

CITY ENGINEER

Kevin Werner

CITY ATTORNEY

Thomas H. Terpstra

CITY CLERK/FINANCE DIRECTOR

Lisa Roos

DIRECTOR OF PLANNING &
ECONOMIC DEVELOPMENT

Ken Zuidervaart

DIRECTOR OF PUBLIC WORKS

Ted Johnston

RECREATION DIRECTOR

Kye Stevens

November 24, 2014

Honorable Clerk of the Board:

As you are aware, the City of Ripon's LAFCO representative, Elden R. Nutt, passed away very suddenly last Friday.

I am informed that under LAFCO law, if the office of a regular member becomes vacant, the alternate city member may serve and vote in place of the former regular member until a new city member is appointed to fill the vacancy. I am also informed that the appointment of city members is made by the "City Selection Committee" consisting of the mayors of each of the six cities in the County.

The City Selection Committee usually conducts an annual meeting in May, but in some cases, LAFCO Commissioners have assumed office without formal confirmation or before such confirmation occurs. Such was apparently the case with Commissioner Nutt, who has served on the San Joaquin County LAFCO since January of 2011, having been appointed by the City Council on January 4, 2011. He was not confirmed by the City Selection Committee in January—his confirmation apparently occurred later.

Finally, I have been informed that the designated city member alternate, Lodi Mayor Phil Katzakian, will no longer be in office as a Council Member in Lodi as of the December 10th LAFCO meeting, as his last day in office will be December 3, 2014. This will leave the Commission without its second City member.

In any event, with approximately six months left on Commissioner Nutt's term, and in light of the important public hearing on December 10, 2014, regarding the SSJID application, the City Council has placed the designation of a replacement for Commissioner Nutt on its December 2, 2014 agenda. It is the City's desire that Commissioner Nutt's successor be in place in time for the December 10, 2014 LAFCO meeting.

Accordingly, I would request that a special meeting of the Mayor's Selection Committee be called for either December 3rd, 4th or 5th to consider the appointment of the City of Ripon's designated representative to serve the balance of Commissioner Nutt's term. I have consulted with our City Attorney, Thomas Terpstra, as well as other specialists in this area of law, and I am not aware of any legal impediment to the calling of a special meeting in this situation.

Thank you very much for your cooperation in this matter.

Sincerely,

Chuck Winn

Mayor



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Ordinance No. 1901 Entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Sections 13.20.190, ‘Schedule EA (Residential Service),’ 13.20.210, ‘Schedule EM (Mobilehome Park Service),’ 13.20.230, ‘Schedule EL (Outdoor Dusk-to-Dawn Lighting),’ 13.20.235, ‘Schedule ES (City Facilities Service),’ 13.20.240, ‘Schedule G1 (General Service – Group 1 Commercial/Industrial),’ 13.20.250, ‘Schedule G2 (General Service – Group 2 Commercial/Industrial),’ 13.20.260, ‘Schedule G-3 (General Service – Group 3 Commercial/Industrial),’ 13.20.270, ‘Schedule G4 (General Service – Group 4 Commercial/Industrial),’ 13.20.280, ‘Schedule G5 (General Service – Group 5 Commercial/Industrial),’ 13.20.310, ‘Schedule I1 (General Service – Group 5 Commercial/Industrial – Optional),’ 13.20.325, ‘Schedule EV (Electric Vehicle Pilot Charging Rate),’ and 13.20.330, ‘Schedule IE (Industrial Equipment Charging Service),’ in Their Entirety”

MEETING DATE: December 3, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1901.

BACKGROUND INFORMATION: Ordinance No. 1901 Entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Sections 13.20.190, ‘Schedule EA (Residential Service),’ 13.20.210, ‘Schedule EM (Mobilehome Park Service),’ 13.20.230, ‘Schedule EL (Outdoor Dusk-to-Dawn Lighting),’ 13.20.235, ‘Schedule ES (City Facilities Service),’ 13.20.240, ‘Schedule G1 (General Service – Group 1 Commercial/Industrial),’ 13.20.250, ‘Schedule G2 (General Service – Group 2 Commercial/Industrial),’ 13.20.260, ‘Schedule G-3 (General Service – Group 3 Commercial/Industrial),’ 13.20.270, ‘Schedule G4 (General Service – Group 4 Commercial/Industrial),’ 13.20.280, ‘Schedule G5 (General Service – Group 5 Commercial/Industrial),’ 13.20.310, ‘Schedule I1 (General Service – Group 5 Commercial/Industrial – Optional),’ 13.20.325, ‘Schedule EV (Electric Vehicle Pilot Charging Rate),’ and 13.20.330, ‘Schedule IE (Industrial Equipment Charging Service),’ in Their Entirety” was introduced at the regular City Council meeting of November 19, 2014.

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.**

APPROVED: _____
Stephen Schwabauer, City Manager

Ordinance No. 1901
December 3, 2014
Page Two

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. Robison
City Clerk

JMR/PMF
Attachment

ORDINANCE NO. 1901

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE CHAPTER 13.20 – ELECTRICAL SERVICE – BY REPEALING AND REENACTING SECTIONS 13.20.190, “SCHEDULE EA – RESIDENTIAL SERVICE,” 13.20.210, “SCHEDULE EM – MOBILEHOME PARK SERVICE,” 13.20.230, “SCHEDULE EL – OUTDOOR DUSK-TO-DAWN LIGHTING,” 13.20.235, “SCHEDULE ES – CITY FACILITIES SERVICE,” 13.20.240, “SCHEDULE GI – GENERAL SERVICE – GROUP 1 COMMERCIAL/INDUSTRIAL,” 13.20.250, “SCHEDULE G2 – GENERAL SERVICE – GROUP 2 COMMERCIAL/INDUSTRIAL,” 13.20.260, “SCHEDULE G3 – GENERAL SERVICE – GROUP 3 COMMERCIAL/INDUSTRIAL,” 13.20.270, “SCHEDULE G4 – GENERAL SERVICE-GROUP 4 COMMERCIAL/INDUSTRIAL,” 13.20.280, “SCHEDULE G5 – GENERAL SERVICE GROUP 5 COMMERCIAL/INDUSTRIAL,” 13.20.310, “SCHEDULE I1 – GENERAL SERVICE-GROUP 5 COMMERCIAL/INDUSTRIAL – OPTIONAL,” 13.20.325, “SCHEDULE EV – ELECTRIC VEHICLE PILOT CHARGING RATE,” 13.20.330, “SCHEDULE IE – INDUSTRIAL EQUIPMENT CHARGING SERVICE,” IN THEIR ENTIRETY

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.190, “Schedule EA – Residential Service,” is hereby repealed and reenacted in its entirety to read as follows:

For residential service rates, see the schedule attached to the ordinance codified in this section, marked Exhibit A and made a part hereof as if set out in full.

SECTION 2. Lodi Municipal Code Section 13.20.210, “Schedule EM – Mobilehome Park Service,” is hereby repealed and reenacted in its entirety to read as follows:

APPLICABILITY:

This schedule is applicable to service supplied to mobilehome parks through one meter and sub-metered to all individual mobilehome units.

RATES:

Minimum Charge..... \$5.25

Energy Charge is by Tier of kWh usage:

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
\$/kWh	\$0.14910	\$0.15225	\$0.23468	\$0.33390	\$0.34650

Summer (May through October) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	482	626	963	>1,443
Ending Tier kWh/month	481	625	962	1,443	

Winter (November through April) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	392	509	783	>1,173
Ending Tier kWh/month	391	508	782	1,173	

MASTER METER / SUB-METER DISCOUNT:

For each occupied mobilehome park unit, the park owner will receive a monthly discount in the same amount as allowed to PG&E by the California Public Utilities Commission for the nearest geographic area, expressed as one twelfth of a discount amount based on a 365-day year.

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The Billing Cycle Charge is the higher of the Minimum Charge or the sum of the Energy Charge, the Discount and the ECA.

SPECIAL CONDITIONS:

- (a) This rate is available only for mobilehome park master metering in service prior to March 31, 1989.
- (b) It is the responsibility of the master-metered customer to notify the City Finance Department by the 5th day of each month of any change in the number of occupied mobilehome park units wired for service on the first day of that month.
- (c) Miscellaneous electric loads such as general lighting, laundry rooms, general maintenance, and other similar use incidental to the operation of the premises as a multi-family accommodation will be considered domestic use.
- (d) For the master-metered Customer to qualify for Single Household Alternative Rate for Energy (SHARE) and/or the Residential Medical Discount, the qualified sub-metered tenants of the master-metered Customer must submit the applicable application(s), including the tenant's unit number, to the City of Lodi Finance Department. The City of Lodi Finance Department will notify the master-metered Customer in writing of the tenant's certification for these programs.
- (e) For tenants who are on fixed incomes below \$45,000 annually and who are over 62 years of age, and do not qualify for any other discount, a discount of 5% of the qualifying tenant's electric bill (Fixed Income Discount) shall be provided to the master-metered Customer. Procedures as to qualification will be established by the Electric Utility Department.

- (f) The master-metered customer, not the City of Lodi, is responsible for extending the SHARE, Residential Medical Discount, and Fixed Income Discount to tenants certified to receive them. If verification establishes that the SHARE, Residential Medical Discount, or Fixed Income Discount tenant is ineligible, the tenant will be removed from the master-metered Customer's qualified tenants and the City of Lodi may render corrective billings.
- (g) The master-metered Customer shall not bill any sub-metered tenant more than that tenant would be billed if that tenant were an individual customer of the City of Lodi. For a qualifying SHARE tenant, the master-metered Customer shall bill the qualifying tenant at the applicable rates equivalent to Schedule ED, Residential SHARE Program Service. For a tenant qualifying for a Residential Medical Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of Schedule MR, Residential Medical Discount. For tenants qualifying for a Fixed Income Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of paragraph (e) herein.

A tenant not qualified for any of the above discounts shall be billed using the same rate schedule that the City bills the park owner (e.g., in accordance with the section titled "Rates" herein), excepting the Master Meter / Sub-Meter Discount shall not be provided to tenants.

- (h) The master-meter/sub-meter rate discount provided herein prohibits further recovery by mobilehome park owners for the costs of owning, operating and maintaining their electric sub-metered system.
- (i) Upon request, mobilehome park owners must submit copies of their tenant billings to the City of Lodi for auditing to ensure compliance with this rate tariff, provided however that such requests shall not be made more often than semi-annually.

SECTION 3. Lodi Municipal Code Section 13.20.230, "Schedule EL – Outdoor Dusk-to-Dawn Lighting," is hereby repealed and reenacted in its entirety to read as follows:

For outdoor dusk-to-dawn lighting rates, see the schedule attached to the ordinance codified in this section, marked Exhibit B and made a part hereof as if set out in full.

SECTION 4. Lodi Municipal Code Section 13.20.235, "Schedule ES – City Facilities Service," is hereby repealed and reenacted in its entirety to read as follows:

For city facilities service rates, see the schedule attached to the ordinance codified in this section, marked Exhibit C and made a part hereof as if set out in full.

SECTION 5. Lodi Municipal Code Section 13.20.240, "Schedule G1 – General Service – Group 1 Commercial/Industrial," is hereby repealed and reenacted in its entirety to read as follows:

For Group 1 commercial/industrial rates, see the schedule attached to the ordinance codified in this section, marked Exhibit D and made a part hereof as if set out in full.

SECTION 6. Lodi Municipal Code Section 13.20.250, “Schedule G2 – General Service-Group 2 Commercial/Industrial,” is hereby repealed and reenacted in its entirety to read as follows:

For Group 2 commercial/industrial rates, see the schedule attached to the ordinance codified in this section, marked Exhibit E and made a part hereof as if set out in full.

SECTION 7. Lodi Municipal Code Section 13.20.260, “Schedule G3 – General Service-Group 3 Commercial/Industrial,” is hereby repealed and reenacted in its entirety to read as follows:

For Group 3 commercial/industrial rates, see the schedule attached to the ordinance codified in this section, marked Exhibit F and made a part hereof as if set out in full.

SECTION 8. Lodi Municipal Code Section 13.20.270, “Schedule G4 – General Service – Group 4 Commercial/Industrial,” is hereby repealed and reenacted in its entirety to read as follows:

For Group 4 commercial/industrial rates, see the schedule attached to the ordinance codified in this section, marked Exhibit G and made a part hereof as if set out in full.

SECTION 9. Lodi Municipal Code Section 13.20.280, “Schedule G5 – General Service – Group 5 Commercial/Industrial,” is hereby repealed and reenacted in its entirety to read as follows:

For Group 5 commercial/industrial rates, see the schedule attached to the ordinance codified in this section, marked Exhibit H and made a part hereof as if set out in full.

SECTION 10. Lodi Municipal Code Section 13.20.310, “Schedule I1 – General Service – Group 5 Commercial/Industrial-Optional,” is hereby repealed and reenacted in its entirety to read as follows:

For Group 5 commercial/industrial—optional rates, see the schedule attached to the ordinance codified in this section, marked Exhibit I and made a part hereof as if set out in full.

SECTION 11. Lodi Municipal Code Section 13.20.325, “Schedule EV – Electric Vehicle Charging Service,” is hereby repealed and reenacted in its entirety to read as follows:

APPLICABILITY:

This schedule is applicable to single-phase electric vehicle charging service in single-family and multi-family dwellings separately metered by the City.

RATES:

Minimum Charge \$5.25

EV Charging period (per kWh)	0.14910
Non-EV Charging period (per kWh)	0.34650

ENERGY COST AJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The billing cycle charge is the higher of the sum of the Minimum Charge and the ECA or the sum of the Energy Charge and the ECA.

DEFINITION OF TIME PERIODS:

Times of the day are defined as follows:

EV Charging period: 8:00 p.m. to 6:00 a.m. Monday through Friday (and all day weekends and holidays).

Non-EV Charging period: 6:00 a.m. to 8:00 p.m. Monday through Friday (excluding weekends and holidays).

SECTION 12. Lodi Municipal Code Section 13.20.330, “Schedule IE – Industrial Equipment Charging Service,” is hereby repealed and reenacted in its entirety to read as follows:

APPLICABILITY:

This schedule is applicable to all single-phase or three-phase commercial and industrial customers separately metered by the City of Lodi. This schedule shall only be available to customers who purchase and install a separate electric meter dedicated to charging rechargeable battery industrial equipment (“IE Meter”).

The minimum charge is \$5.25. Between the hours of 10:00 p.m. to 6:00 a.m. Monday through Friday (including City observed holidays and weekends) the charge for a meter dedicated exclusively to charging rechargeable battery industrial equipment shall be a flat rate of \$0.10427/kWh plus the ECA set forth in Section 13.20.175 of this Code (“ECA”). At all other times, the charge shall be a flat rate of \$0.33000/kWh plus the ECA.

This Schedule IE may not be combined with any other electric rate or rate discount on the IE meter and all surcharges, including, but not limited to the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall be in addition to this rate schedule.

The Rate Schedule referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2013 and said utility rate discounts shall expire on June 30, 2015.

RATES:

Minimum Charge..... \$5.25

IE Charging period (per kWh)	\$0.10948
Non-IE Charging period (per kWh)	\$0.34650

ENERGY COST AJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The billing cycle charge is the higher of the sum of the Minimum Charge and the ECA or the sum of the Energy Charge and the ECA.

DEFINITION OF TIME PERIODS:

Times of the day are defined as follows:

IE Charging period: 10:00 p.m. to 6:00 a.m. Monday through Friday (including City observed holidays and weekends).

Non-IE Charging period: 6:00 a.m. to 10:00 p.m. Monday through Friday (excluding City observed holidays).

SECTION 13. 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 14. 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 15. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 16. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this 3rd day of December, 2014

PHIL KATZAKIAN
MAYOR

ATTEST:

JENNIFER M. ROBISON
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Robison, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1901 was introduced at a regular meeting of the City Council of the City of Lodi held November 19, 2014, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held December 3, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1901 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. ROBISON
City Clerk

Approved to Form:

JANICE D. MAGDICH
City Attorney



Exhibit A

CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE EA

RESIDENTIAL SERVICE

APPLICABILITY:

This schedule is applicable to single-phase domestic power service in single-family and multi-family dwellings separately metered by the City including those on discontinued all electric rate schedule, EE.

RATES:

Minimum Charge.....\$5.25

Energy Charge is by Tier of kWh usage:

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
\$/kWh	\$0.14910	\$0.15225	\$0.23468	\$0.33390	\$0.34650

Summer (May through October) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	482	626	963	>1,443
Ending Tier kWh/month	481	625	962	1,443	

Winter (November through April) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	392	509	783	>1,173
Ending Tier kWh/month	391	508	782	1,173	

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

SCHEDULE EA
RESIDENTIAL SERVICE

BILLING CYCLE CHARGE (MONTHLY BILL):

The billing cycle charge is the higher of the sum of the Minimum Charge and the ECA or the sum of the Energy Charge and the ECA.

SPECIAL CONDITIONS:

- (a) When a business or commercial establishment is conducted in conjunction with a residence and both are measured through one meter, this rate does not apply.
- (b) This rate does not apply to service used for common area and facilities in multi-family dwellings.
- (c) An additional discount is available as described in Schedule MR, Residential Medical Discount.

FIXED INCOME DISCOUNT:

For those customers who are on fixed incomes below \$45,000 annually and who are over 62 years of age, and do not qualify for any other discount, a discount of 5% shall apply to the electric bill. Procedures as to qualification will be established by the Electric Utility Department.



Exhibit B

CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE EL

OUTDOOR DUSK-TO-DAWN LIGHTING

APPLICABILITY:

This schedule is applicable to City-owned and maintained outdoor overhead area lighting service. Dusk-to-Dawn lighting may not be used for street lighting purposes.

RATES:

For each 6,000 lumen gas discharge lamp \$12.76 per billing cycle

For each 18,000 lumen gas discharge lamp \$23.69 per billing cycle

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

- (a) Lamps shall be approximately 6,000 or 18,000 lumen gas discharge with luminaire and bracket, as specified by the City of Lodi Electric Utility Department, and shall be supported on City-owned poles which are used to carry distribution system circuits for other City purposes and shall be at locations approved by the City of Lodi. Lamps will be controlled from dusk to dawn each night so as to give approximately 4,380 hours of service annually.
- (b) Upon receipt of notice from a customer of failure of light to operate as scheduled, the City of Lodi Electric Utility Department will, within a reasonable period of time, make the necessary repairs.
- (c) Relocation of existing outdoor lighting service equipment or the installation of additional facilities required other than mentioned in (a) above shall be at customer's expense prior to starting work.



Exhibit C

CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE ES

CITY FACILITIES SERVICE

APPLICABILITY:

This schedule is applicable only to those city facilities currently on schedule ES.

RATES:

Minimum Charge..... \$5.25

Energy Charge per kWh \$.10948

ENERGY COST AJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The billing cycle charge is the higher of the sum of the Minimum Charge and the ECA or the sum of the Energy Charge and the ECA.



Exhibit D

CITY OF LODI ELECTRIC UTILITY DEPARTMENT

SCHEDULE G1

GENERAL SERVICE – GROUP 1 COMMERCIAL/INDUSTRIAL

APPLICABILITY:

This schedule is applicable to customers with single-phase or three-phase service, or to a combination thereof, whose energy consumption does not exceed 8,000 kilowatt-hours (kWh) per billing cycle for three consecutive billing cycles. This schedule is not available for service when another commercial/industrial schedule is applicable.

Assignment to Schedule: If, in the judgement of the City, an account is expected to have usage below 8,000 kWh per billing cycle, the City has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes.

If energy consumption equals or exceeds 8,000 kWh for three consecutive billing cycles, the City will transfer the account to the appropriate rate schedule. If the demand reaches or exceeds 400 kW for three consecutive billing cycles, the account will be transferred to the appropriate rate schedule.

RATES:

Customer Charge: (per meter per billing cycle)

Single-Phase Service	\$7.35
Three-Phase or Combination Service.....	10.87

Energy Charge: (\$ per kWh)

Summer (May through October).....	\$0.18883
Winter (November through April).....	\$0.13965

ENERGY COST AJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

Effective January 1, 2015
Ordinance No. 1901

SCHEDULE G1

GENERAL SERVICE – GROUP 1 COMMERCIAL/INDUSTRIAL

COMMUNITY BENEFITS INCENTIVE DISCOUNT:

G1-Non-profit (as defined in Federal Internal Revenue 501 (c) (3)) Industrial/Commercial customers who are currently receiving Federal Community Development Block Grant funds or have received such funds not more than two years before preparation of the current billing cycle charge are eligible for the following discount on Energy and Demand charges:

July 1, 1996 and after 30%

It is the customer's responsibility to notify the Finance Department of this eligibility.

This discount may not be used in conjunction with any other incentive discount.

BILLING CYCLE CHARGE (MONTHLY BILL):

The billing cycle charge is the sum of the Customer Charge, the Energy Charge and the ECA.



Exhibit E

CITY OF LODI ELECTRIC UTILITY DEPARTMENT

SCHEDULE G2

GENERAL SERVICE - GROUP 2 COMMERCIAL/INDUSTRIAL

APPLICABILITY:

This schedule will be applied to accounts with energy consumption in excess of 8,000 kilowatt-hours (kWh) for three consecutive billing cycles. This schedule is not available for service when another commercial/industrial schedule is applicable.

Billing Demand: The billing demand in any billing cycle will be the maximum average power taken during any metering interval in the period, but not less than the diversified resistance welder load. (The customary metering interval is 15 minutes; in cases where the use of energy is intermittent or subject to violent fluctuations, a 5-minute interval may be used.)

Assignment to Schedule: If, in the judgement of the City, an account is expected to have usage over 8,000 kWh per billing cycle, the City has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes. It shall be the responsibility of the customer to notify the City of any such changes.

If energy consumption drops below 8,000 kWh and remains there for 12 consecutive billing cycles, the City will transfer the account to the appropriate schedule. If the billing demand reaches or exceeds 400 kW for three consecutive billing cycles, the account will be transferred to the appropriate rate schedule as soon as practicable.

RATES:

Customer Charge: (per meter per billing cycle).....	\$59.20
Demand Charge:	
All kW of billing demand, per kW	4.10
Energy Charge: (per kWh)	
Summer (May through October)	\$0.15519
Winter (November through April)	\$0.12423

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

Effective January 1, 2015
Ordinance No. 1901

SCHEDULE G2

GENERAL SERVICE - GROUP 2 COMMERCIAL/INDUSTRIAL

VOLTAGE DISCOUNT:

When delivery is made at the same primary distribution voltage as that of the line from which the service is supplied, a 4% discount will be allowed on the sum of the Demand Charge and the Energy Charge.

COMMUNITY BENEFITS INCENTIVE DISCOUNT:

G2-Non-profit (as defined in Federal Internal Revenue 501 (c) (3)) Industrial/Commercial customers who are currently receiving Federal Community Development Block Grant funds or have received such funds not more than two years before preparation of the current billing cycle charge are eligible for the following discount on Energy and Demand charges:

July 1, 1996 and after 30%

It is the customer's responsibility to notify the Finance Department of this eligibility.

This discount may not be used in conjunction with any other incentive discount.

BILLING CYCLE CHARGE (MONTHLY BILL):

The billing cycle charge is the sum of the Customer Charge, the Demand Charge, the Energy Charge, the ECA and the voltage discount, if applicable.



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE G3

GENERAL SERVICE - GROUP 3 COMMERCIAL/INDUSTRIAL

APPLICABILITY:

This schedule shall be applied to accounts with billing period demands of between 400 kilowatts (kW) and 500 kW for three consecutive billing cycles. This schedule is not available for service when another commercial/industrial schedule is applicable.

Demand: The billing period and peak period demands will be the maximum average power taken during any 15-minute interval in the billing period and peak period, respectively, but not less than the diversified resistance welder load. In cases where the use of energy is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

Assignment to Schedule: If, in the judgement of the City, an account is expected to have billing period demand of 400 kW or more and less than 500 kW per billing cycle, the City has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes. It shall be the responsibility of the customer to notify the City of any such changes.

If billing period demand drops below 400 kW and remains there for 12 consecutive billing cycles, the City will transfer the account to the appropriate rate schedule. If billing period demand reaches or exceeds 500 kW for three consecutive billing cycles, the account will be transferred to the appropriate rate schedule.

RATES:

Customer Charge (per meter per billing cycle)..... \$134.54

Service Voltage:	<u>Secondary (G3-S)</u>		<u>Primary (G3-P)</u>	
Season:	Summer	Winter	Summer	Winter
Demand Charges:				
Per kW of peak period demand	\$11.47	--	\$10.76	--
Per kW of billing period demand	\$ 4.10	\$ 4.10	\$ 3.17	\$ 3.17
Energy Charge:				
Peak period (per kWh)	0.16890	--	0.16280	--
Partial peak period (per kWh)	0.13528	0.12259	0.13086	0.11880
Off peak period				

Effective January 1, 2015
Ordinance No. 1901

SCHEDULE G3

GENERAL SERVICE - GROUP 3 COMMERCIAL/INDUSTRIAL

(per kWh)	0.11621	0.11188	0.11274	0.10862
<u>ENERGY COST ADJUSTMENT (ECA):</u>				

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

TYPES OF CHARGES:

The billing cycle charge for service is the sum of the Customer Charge, the Demand Charges, the Energy Charges, the ECA and the Power Factor Adjustment:

CUSTOMER CHARGE: The Customer Charge is a flat monthly fee.

DEMAND CHARGES: This schedule has two Demand Charges: A peak period Demand Charge and a billing period Demand Charge. The peak period Demand Charge per kW applies to the maximum average power taken during any metering interval during the billing cycle's peak hours. The billing period Demand Charge per kW applies to the maximum average power taken during any metering interval at any time during the billing cycle. The bill will include both Demand Charges. Time periods are defined below.

ENERGY CHARGES: This schedule has three Energy Charges: A peak period Energy Charge, a partial peak period Energy Charge, and an off peak period Energy Charge. The peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's peak hours. Partial peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's partial peak hours. Off peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's off peak hours. The bill will include all of these Energy Charges. Time periods are defined below.

ECA: The ECA is a per kWh charge applied to the total kWh used during the billing cycle.

Monthly charges may be decreased or increased based upon power factor as defined below.

As shown on the rates above, Demand and Energy Charges are based on the voltage at which service is taken. Service voltages are defined below.

DEFINITION OF SERVICE VOLTAGE:

The service voltage classes are:

- (a) Primary: Service Voltage class for service at 12,000 volts (nominal).
- (b) Secondary: Service Voltage class for service at available voltages below 12,000 volts (nominal).

SCHEDULE G3

GENERAL SERVICE - GROUP 3 COMMERCIAL/INDUSTRIAL

POWER FACTOR ADJUSTMENT:

Bills will be adjusted for billing cycle average power factor as follows:

The total charge (except taxes and customer charge) for any billing cycle as computed on the above rates shall be decreased or increased, respectively, by 0.0006% for each 0.01 percentage point that the average power factor of the customer's load in the billing cycle is greater or less than 95.00%, such average power factor to be computed (to the nearest hundredth of a percent) from the ratio of lagging kilovolt ampere-hours to kilowatt-hours consumed in the billing cycle.

Customers with service entrance equipment unable to accommodate the City's reactive metering equipment shall have their billing power factor determined by testing performed by the City.

DEFINITION OF TIME PERIODS:

Times of the year and times of the day are defined as follows:

SUMMER: (May 1 through October 31)

- Peak: 3:00 p.m. to 7:00 p.m. Monday through Friday (except holidays).
- Partial Peak: 8:30 a.m. to 3:00 p.m. and 7:00 p.m. to 9:30 p.m. Monday through Friday (except holidays).
- Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

WINTER: (November 1 through April 30)

- Partial Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays).
- Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

HOLIDAYS:

"Holidays," for the purpose of this rate schedule, are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. The dates will be based on those days on which the holidays are legally observed.



Exhibit G

CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE G4

GENERAL SERVICE - GROUP 4 COMMERCIAL/INDUSTRIAL

APPLICABILITY:

This schedule shall be applied to accounts with billing period demands of between 500 kilowatts (kW) and 1,000 kW for three consecutive billing cycles. This schedule is not available for service when another commercial/industrial schedule is applicable.

Demand: The billing period and peak period demands will be the maximum average power taken during any 15-minute interval in the billing period and peak period, respectively, but not less than the diversified resistance welder load. In cases where the use of energy is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

Assignment to Schedule: If, in the judgement of the City, an account is expected to have billing period demand between 500 kW and 1,000 kW per billing cycle, the City has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes. It shall be the responsibility of the customer to notify the City of any such changes.

If billing period demand drops below 500 kW and remains there for 12 consecutive billing cycles, the City will transfer the account to the appropriate rate schedule. If billing period demand reaches or exceeds 1,000 kW for three consecutive billing cycles, the account will be transferred to the appropriate rate schedule.

RATES:

Customer Charge (per meter per billing cycle)..... \$134.54

Service Voltage:	Secondary (G4-S)		Primary (G4-P)	
Season:	Summer	Winter	Summer	Winter

Demand Charges:

Per kW of peak period demand	\$11.47	--	\$10.76	--
Per kW of billing period demand	\$ 4.10	\$ 4.10	\$ 3.17	\$ 3.17

Energy Charges:

Peak period (per kWh) .	0.15592	---	0.14988	--
Partial peak period (per kWh)	0.12225	0.11031	0.11791	0.10657
Off peak period (per kWh)	0.10322	0.09969	0.09981	0.09647

Effective January 1, 2015
Ordinance No. 1901

SCHEDULE G4

GENERAL SERVICE - GROUP 4 COMMERCIAL/INDUSTRIAL

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

TYPES OF CHARGES:

The billing cycle charge for service is the sum of the Customer Charge, the Demand Charges, the Energy Charges, the ECA and the Power Factor Adjustment:

CUSTOMER CHARGE: The Customer Charge is a flat monthly fee.

DEMAND CHARGES: This schedule has two Demand Charges: A peak period Demand Charge and a billing period Demand Charge. The peak period Demand Charge per kW applies to the maximum average power taken during any metering interval during the billing cycle's peak hours. The billing period Demand Charge per kW applies to the maximum average power taken during any metering interval at any time during the billing cycle. The bill will include both of these Demand Charges. Time periods are defined below.

ENERGY CHARGES: This schedule has three Energy Charges: A peak period Energy Charge, a partial peak period Energy Charge, and an off peak period Energy Charge. The peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's peak hours. Partial peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's partial peak hours. Off peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's off peak hours. The bill will include all of these Energy Charges. Time periods are defined below.

ECA: The ECA is a per kWh charge applied to the total kWh used during the billing cycle.

Monthly charges may be decreased or increased based upon power factor as defined below.

As shown on the rates above, Demand and Energy Charges are based on the voltage at which service is taken. Service Voltages are defined below.

SCHEDULE G4

GENERAL SERVICE - GROUP 4 COMMERCIAL/INDUSTRIAL

DEFINITION OF SERVICE VOLTAGE:

The service voltage classes are:

- (a) Primary: Service Voltage class for service at 12,000 volts (nominal).
- (b) Secondary: Service Voltage class for service at available voltages below 12,000 volts (nominal).

POWER FACTOR ADJUSTMENT:

Bills will be adjusted for billing cycle average power factors as follows:

The total charge (except taxes and customer charge) for any billing cycle as computed on the above rates shall be decreased or increased, respectively, by 0.0006% for each 0.01 percentage point that the average power factor of the customer's load in the billing cycle is greater or less than 95.00%, such average power factor to be computed (to the nearest hundredth of a percent) from the ratio of lagging kilovolt ampere-hours to kilowatt-hours consumed in the billing cycle.

Customers with service entrance equipment unable to accommodate the City's reactive metering equipment shall have their billing power factor determined by testing performed by the City.

DEFINITION OF TIME PERIODS:

Times of the year and times of the day are defined as follows:

SUMMER (May 1 through October 31)

- Peak: 3:00 p.m. to 7:00 p.m. Monday through Friday (except holidays).
- Partial Peak: 8:30 a.m. to 3:00 p.m. and 7:00 p.m. to 9:30 p.m. Monday through Friday (except holidays).
- Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

WINTER (November 1 through April 30)

- Partial Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays).
- Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

HOLIDAYS:

"Holidays," for the purpose of this rate schedule, are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day and Christmas Day. The dates will be based on those days on which the holidays are legally observed.

Effective January 1, 2015
Ordinance No. 1901



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE G5

GENERAL SERVICE - GROUP 5 COMMERCIAL/INDUSTRIAL

APPLICABILITY:

This schedule shall be applied to accounts with billing period demands of 1,000 kilowatts (kW) or more for three consecutive months, unless the customer elects an optional rate schedule the account would otherwise qualify for.

Demand: The billing period and peak period demands will be the maximum average power taken during any 15-minute interval in the billing period and peak period, respectively, but not less than the diversified resistance welder load. In cases where the use of energy is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

Assignment to Schedule: If, in the judgement of the City, an account is expected to have billing period demand of 1,000 kW or more per billing cycle, the City has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes. It shall be the responsibility of the customer to notify the City of any such change.

If billing period demand drops below 1,000 kW and remains there for 12 consecutive billing cycles, the City will transfer the account to the appropriate rate schedule

RATES:

Customer Charge (per meter per billing cycle).....					\$134.54
Service Voltage:		Secondary (G5-S)		Primary (G5-P)	
Season:		Summer	Winter	Summer	Winter
Demand Charges:					
Per kW of peak					
period demand.....	\$11.47	--		\$10.76	--
Per kW of billing					
period demand.....	\$ 4.10	\$ 4.10		\$ 3.17	\$ 3.17
Energy Charges:					
Peak period (per kWh).....	0.14365	--		0.13794	--
Partial peak period					
(per kWh).....	0.11005	0.09825		0.10602	0.09481
Off peak period					
(per kWh).....	0.09311	0.09009		0.08993	0.08706
Economic Stimulus Rate					

Effective January 1, 2015
Ordinance No. 1901

SCHEDULE G5

GENERAL SERVICE - GROUP 5 COMMERCIAL/INDUSTRIAL

Credit: (per kWh)	0.00431	0.00431	0.00431	0.00431
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TYPES OF CHARGES:

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

The billing cycle for service is the sum of the Customer Charge, the Demand Charges, the Energy Charges, the ECA and the Power Factor Adjustment.

CUSTOMER CHARGE: The Customer Charge is a flat monthly fee.

DEMAND CHARGES: This schedule has two Demand Charges: A peak period Demand Charge and a billing period Demand Charge. The peak period Demand Charge per kW applies to the maximum average power taken during any metering interval during the billing cycle's peak hours. The billing period Demand Charge per kW applies to the maximum average power taken during any metering interval at any time during the billing cycle. The bill will include both of these Demand Charges. Time periods are defined below.

ENERGY CHARGES: This schedule has three Energy Charges: A peak period Energy Charge, a partial peak period Energy Charge, and an off peak period Energy Charge. The peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's peak hours. Partial peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's partial peak hours. Off peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's off peak hours. The bill will include all of these Energy Charges. Time periods are defined below.

ECA: The ECA is a per kWh charge applied to the total kWh used during the billing cycle.

Monthly charges may be decreased or increased based upon power factor as defined below.

As shown on the rates above, Demand and Energy Charges are based on the voltage at which service is taken. Service Voltages are defined below.

DEFINITION OF SERVICE VOLTAGE:

The service voltage classes are:

- (a) Primary: Service Voltage class for service at 12,000 volts (nominal).
- (b) Secondary: Service Voltage class for service at available voltages below 12,000 volts (nominal).

SCHEDULE G5

GENERAL SERVICE - GROUP 5 COMMERCIAL/INDUSTRIAL

POWER FACTOR ADJUSTMENTS:

Bills will be adjusted for billing cycle average power factor as follows:

The total charge (except taxes and customer charge) for any billing cycle as computed on the above rates shall be decreased or increased, respectively, by 0.0006% for each 0.01 percentage point that the average power factor of the customer's load in the billing cycle is greater or less than 95.00%, such average power factor to be computed (to the nearest hundredth of a percent) from the ratio of lagging kilovolt ampere-hours to kilowatt-hours consumed in the billing cycle.

Customers with service entrance equipment unable to accommodate the City's reactive metering equipment shall have their billing power factor determined by testing performed by the City.

DEFINITION OF TIME PERIODS:

Times of the year and times of the day are defined as follows:

SUMMER: (May 1 through October 31)

Peak: 3:00 p.m. to 7:00 p.m. Monday through Friday (except holidays).

Partial Peak: 8:30 a.m. to 3:00 p.m. and 7:00 p.m. to 9:30 p.m. Monday through Friday (except holidays).

Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

WINTER: (November 1 through April 30)

Partial Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays).

Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

HOLIDAYS:

"Holidays," for the purpose of this rate schedule, are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. The dates will be based on those days on which the holidays are legally observed.

Effective January 1, 2015
Ordinance No. 1901



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE I1

GENERAL SERVICE - GROUP 5 COMMERCIAL/INDUSTRIAL - OPTIONAL

APPLICABILITY:

This schedule is an optional rate for accounts who would otherwise qualify for primary service under the G5 rate schedule with billing period demands of 1,000 kilowatts (kW) or more for three consecutive months.

Demand: The billing period and peak period demands will be the maximum average power taken during any 15-minute period interval in the billing period and peak period, respectively, but not less than the diversified resistance welder load. In cases where the use of energy is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

Assignment to Schedule: Assignment to this schedule is at the option of the customer and does not supersede any standby service contracts.

This rate schedule is prospective and not subject to rebate or retroactivity.

When a customer chooses to be assigned to this schedule, the customer elects the City of Lodi (City) to be the sole electric power requirements provider of choice. The customer must give the City three year written notice before the customer can elect to use another electric power requirements provider.

When a customer has a measurable incremental permanent load increase of 200 kW or greater, over the highest billing period demand in the previous twelve (12) months the customer will be eligible for a ten (10) percent discount on the incremental Demand and Energy charges. Such billing change will be made as soon as practicable after verification of said changes and is not subject to rebate or retroactivity. It shall be the responsibility of the customer to notify the City of any such change.

When an account billed on this schedule qualifies for another City bundled rate schedule, the customer may elect to be billed on that other rate schedule. When a customer chooses to be assigned to another bundled rate a three-year written notice is still required before the customer can elect to use another electric power requirements provider.

If the billing period demand drops below 1,000 kW and remains there for 12 consecutive billing cycles, the City will transfer the account to the appropriate rate schedule and the customer will be subject to the requirements of the appropriate schedule, rather than schedule I1.

SCHEDULE I1

GENERAL SERVICE - GROUP 5 COMMERCIAL/INDUSTRIAL - OPTIONAL

RATES:

Customer Charge (per meter per billing cycle)..... \$134.54

Service Voltage: Primary (I1-P)
 Season: Summer Winter

Demand Charges:

Per kW of peak period demand..... \$10.76 --
 Per kW of billing period demand..... \$ 3.17 \$ 3.17

Energy Charges:

< 4000 kW	Summer	Winter
Peak period (per kWh)	0.14029	--
Partial peak period (per kWh)	0.10807	0.09972
Off peak period (per kWh)	0.09245	0.09177

≥4000 kW	Summer	Winter
Peak period (per kWh)	0.13378	--
Partial peak period (per kWh)	0.10156	0.09321
Off peak period (per kWh)	0.08594	0.08526

Economic Stimulus Rate
 Credit: (per kWh)..... 0.01359 0.01359

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

TYPES OF CHARGES:

The billing cycle charge for service is the sum of the Customer Charge, the Demand Charges, the Energy Charges, the ECA and the Power Factor Adjustment:

CUSTOMER CHARGE: The Customer Charge is a flat monthly fee.

SCHEDULE I1

GENERAL SERVICE - GROUP 5 COMMERCIAL/INDUSTRIAL - OPTIONAL

DEMAND CHARGES: This schedule has two Demand Charges: A peak period Demand Charge and a billing period Demand Charge. The peak period Demand Charge per kW applies to the maximum average power taken during any metering interval during the billing cycle's peak hours. The billing period Demand Charge per kW applies to the maximum average power taken during any metering interval at any time during the billing cycle. The bill will include both of these Demand Charges. Time periods are defined below.

ENERGY CHARGES: This schedule has three Energy Charges: A peak period Energy Charge, a partial peak period Energy Charge, and an off peak period Energy Charge. The peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's peak hours. Partial peak period Energy Charge per kWh applies to the total kWh used during the billing cycle's partial peak hours. Off peak period Energy Charge per kWh applies to the total kWh used during the billing cycles off peak hours. The bill will include all of these Energy Charges. Time periods are defined below.

ECA: The ECA is a per kWh charge applied to the total kWh used during the billing cycle

Monthly charges may be decreased or increased based upon power factor as defined below.

As shown on the rates above, Demand and Energy Charges are based on the voltage at which service is taken. Service Voltage is defined below.

DEFINITION OF SERVICE VOLTAGE:

The service voltage class:

Primary: Service Voltage class for service at 12,000 volts (nominal).

POWER FACTOR ADJUSTMENTS:

Bills will be adjusted for billing cycle average power factor as follows:

The total charge (except taxes and customer charge) for any billing cycle as computed on the above rates shall be decreased or increased, respectively, by 0.0006% for each 0.01 percentage point that the average power factor of the customer's load in the billing cycle is greater or less than 95.00%, such average power factor to be computed (to the nearest hundredth of a percent) from the ratio of lagging kilovolt ampere-hours to kilowatt-hours consumed in the billing cycle.

Customer with service entrance equipment unable to accommodate the City's reactive metering equipment shall have their billing power factor determined by testing performed by the City.

Effective January 1, 2015
Ordinance No. 1901

SCHEDULE I1

GENERAL SERVICE - GROUP 5 COMMERCIAL/INDUSTRIAL - OPTIONAL

DEFINITION OF TIME PERIODS:

Times of the year and times of the day are defined as follows:

SUMMER (May 1 through October 31)

Peak: 3:00 p.m. to 7:00 p.m. Monday through Friday (except holidays).

Partial Peak: 8:30 a.m. to 3:00 p.m. and 7:00 p.m. to 9:30 p.m. Monday through Friday (except holidays).

Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

WINTER (November 1 through April 30)

Partial Peak: 8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays).

Off Peak: 9:30 p.m. to 8:30 a.m. Monday through Friday and all day Saturday, Sunday and holidays.

HOLIDAYS

"Holidays," for the purpose of this rate schedule, are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. The dates will be based on those days on which the holidays are legally observed.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Certifying the Election Results of the November 4, 2014, General Municipal Election and Adopt Resolutions Reorganizing the Lodi City Council

MEETING DATE: December 3, 2014

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt resolution certifying the election results of the November 4, 2014, General Municipal Election and adopt resolutions reorganizing the Lodi City Council.

BACKGROUND INFORMATION: The General Municipal Election for the City of Lodi was held on November 4, 2014. The San Joaquin County Registrar of Voters office is in the process of completing the canvass of elections. The certified results will be sent to the City Clerk's office prior to the December 3, 2014, Council meeting. The certification will be forwarded to the City Council on blue sheet and attached to the accompanying resolution as Exhibit A.

Following the adoption of the resolution certifying the election results, the reorganization of the City Council will take place as follows:

- Presentation to the outgoing Mayor by the City Manager.
- Presentation to the outgoing Council Members by the City Manager.
- In accordance with California Elections Code §10265, the City Clerk will administer the Oath of Office to Lodi City Council Members Elect and present Certificates of Election.
- City Clerk will conduct the election for the office of Mayor.
- Following the election, the City Clerk will hand the gavel to the newly-elected Mayor, who will then conduct the election for the office of Mayor Pro Tempore.
- The newly-elected Mayor will then adjourn the meeting.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Robison
City Clerk

JMR/PMF

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2014-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI,
CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION
HELD ON NOVEMBER 4, 2014, DECLARING THE RESULT AND
SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Lodi, California, on Tuesday, November 4, 2014, as required by law; and

WHEREAS, notice of the election was given in time, form, and manner as provided by law; that candidates were nominated to fill the vacancy or vacancies as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received, and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the laws of the State of California relating to general law cities; and

WHEREAS, pursuant to State statute, the San Joaquin County Registrar of Voters' Office canvassed the returns of the election and has certified the results to this City Council; the results are received, attached, and made a part hereof as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS SHOWN ON EXHIBIT A:

SECTION 1. That the total whole number of ballots cast in the City was _____.

That the names of persons voted for at the election for Member, City Council, are as follows:

Curtis Juran
Steve Jarrett
Alan Nakanishi
Mark Chandler
Doug Kuehne
Timothy Katzakian
Wendel Kiser

SECTION 2. That the number of votes given at each precinct and the number of votes given in the City to each of the persons named above for the respective offices, for which the persons were candidates, is as listed in the attached Exhibit A.

SECTION 3. The City Council does declare and determine that _____ was elected as Council Member for the full term of four years, _____ was elected as Council Member for the full term of four years and _____ was elected as Council Member for the full term of four years.

SECTION 4. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of votes (ballots) cast in the City; (2) the names of the persons voted for; (3) the measure voted upon; (4) for what office each person was voted for; (5) the number of votes given at each precinct to each person and for

and against the measures; and (6) the total number of votes given to each person and for and against the measure. Said information is set forth in this Resolution and the documentation attached hereto as Exhibit A.

SECTION 5. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: December 3, 2014

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I hereby certify that Resolution No. 2014-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON
City Clerk

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE LODI CITY
COUNCIL CONFIRMING THE ELECTION
OF THE MAYOR

WHEREAS, reorganization of the City Council takes place at the first regular meeting in December each year; and

WHEREAS, during the reorganization, an election is held by the Council as a whole by nomination and vote for the positions of Mayor and Mayor Pro Tempore; and

WHEREAS, at its meeting held December 3, 2014, _____ was elected to serve as Mayor for a one-year period.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that Resolution No. 2014-___ is hereby adopted confirming the election of _____ as Mayor of the City of Lodi for a one-year period; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage.

DATED: December 3, 2014

I hereby certify that Resolution No. 2014-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 3, 2014, by the following vote:

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

JENNIFER M. ROBISON
City Clerk

RESOLUTION NO. 2014-____

A RESOLUTION OF THE LODI CITY
COUNCIL CONFIRMING THE ELECTION OF
THE MAYOR PRO TEMPORE

WHEREAS, reorganization of the City Council takes place at the first regular meeting in December each year; and

WHEREAS, during the reorganization, an election is held by the Council as a whole by nomination and vote for the positions of Mayor and Mayor Pro Tempore; and

WHEREAS, at its meeting held December 3, 2014, _____ was elected to serve as Mayor Pro Tempore for a one-year period.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that Resolution No. 2014-____ is hereby adopted confirming the election of _____ as Mayor Pro Tempore of the City of Lodi for a one-year period; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage.

DATED: December 3, 2014

I hereby certify that Resolution No. 2014-____ was passed and adopted by the Lodi City Council in a regular meeting held December 3, 2014, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. ROBISON
City Clerk

2014-____