



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: December 16, 2015
Time: Closed Session 6:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Actual Litigation: Government Code §54956.9; One Application; Virginia Elder v. City of Lodi; WCAB Case No. ADJ9165299 – 10/1/2013 (CM)
- b) Actual Litigation: Government Code §54956.9. One Application; Kevin Brown v. City of Lodi; WCAB Case No. ADJ9388591 – 06/3/13 (CM)

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Parks, Recreation, and Cultural Services 75th Anniversary (PRCS)

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

- C-1 Receive Register of Claims in the Amount of \$1,644,124.52 (FIN)
- C-2 Approve Minutes (CLK)
 - a) November 18, 2015 (Regular Meeting)
 - b) November 24 and December 8, 2015 (Shirtsleeve Sessions)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Central Plume – Mid Plume PCE/TCE Groundwater Treatment Project (PW)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Water Meter Program Phase 6 (PW)
- Res. C-5 Adopt Resolution Authorizing City Manager to Procure LED Luminaires for Post Top Decorative Street Lights (\$500,000) (EU)
- Res. C-6 Adopt Resolution Awarding Bids for Purchase of Padmount and Polemount Transformers from HEES Enterprises, of Astoria, Oregon (\$327,500) and Pacific Utilities, of Concord (\$25,500) (EU)
- Res. C-7 Adopt Resolution Authorizing Purchase of TASER Body Cameras for Lodi Police Department, Approving Execution of TASER Assurance Program Service Agreement, and Appropriating Funds (\$20,233) (PD)
- Res. C-8 Adopt Resolution Awarding Contract for Animal Shelter Interior Improvements to BRM Construction, of Hollister (\$56,150) and Appropriating Funds (\$10,000) (PW)
- Res. C-9 Adopt Resolution Awarding Contract for Water Well Abandonment Project to Hedman Drilling, Inc., of Sacramento (\$80,000) and Appropriating Funds (\$48,000) (PW)

- Res. C-10 Adopt Resolution Awarding Contract for Well 10C Rehabilitation Project to Zim Industries, Inc., of Fresno (\$110,385) (PW)
- Res. C-11 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Lodi Electric Utility Strategic Planning Consulting and Facilitation with Hometown Connections International, LLC, of Lakewood, Colorado (\$104,000) (EU)
- C-12 Accept Improvements Under Contract for 2015 Pavement Surface Treatment Project (PW)
- Res. C-13 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Task Order No. 3 with The Reed Group, Inc., of Sacramento, for Water Utility Financial Planning and Rate Setting Assistance (\$20,000) (PW)
- Res. C-14 Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for Additional Construction Testing and Inspection Services for Water Meter Program Phase 5 and Appropriating Funds (\$100,000) (PW)
- Res. C-15 Adopt Resolution Appropriating Funds for Lodi Lake Park – Boat Launch Facility Improvements (\$200,000) and Receive Update on Bid Results (PW)
- Res. C-16 Adopt Resolution Approving Submittal of Grant Documents to California Governor's Office of Emergency Services and Authorizing Transportation Manager to Submit All Necessary Paperwork and Reimbursement Requests (PW)
- C-17 Set Public Hearing for January 6, 2016, to Consider Adopting Resolution Declaring Formation of a Groundwater Sustainability Agency Within Lodi City Limits (PW)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings

- Res. G-1 Public Hearing 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)

H. Communications

- H-1 Post for Two Vacancies on the Site Plan and Architectural Review Committee (CLK)
- H-2 Monthly Protocol Account Report (CLK)

I. Regular Calendar – None

J. Ordinances – None

K. Reorganization of the Following Agency Meetings:

- Res. K-1 Lodi Public Improvement Corporation
- Res. K-2 Industrial Development Authority
- Res. K-3 Lodi Financing Corporation
- Res. K-4 Lodi Public Financing Authority

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. Ferraiolo
City Clerk

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

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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Parks, Recreation and Cultural Services 75th Anniversary

MEETING DATE: December 16, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Receive presentation regarding Parks, Recreation and Cultural Services' 75th anniversary.

BACKGROUND INFORMATION: The City created the Recreation Department in 1941, later adding responsibility for park maintenance and, eventually, consolidating community arts and oversight of Hutchins Street Square within Parks, Recreation and Cultural Services.

In recognition of this milestone anniversary, PRCS is preparing a year full of new special events in 2016 that will include a treasure hunt in January, a department birthday party on July 16 at Lodi Lake Park, and other activities intended to bring members of the Lodi community together.

Management Analyst Anne-Marie Poggio will provide the City Council with additional information about the scheduled activities and sponsorship opportunities.

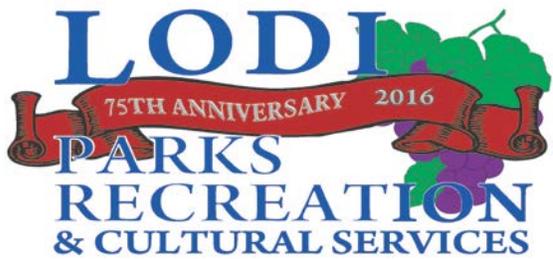
FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI
PARKS, RECREATION,
& CULTURAL SERVICES
230 W. ELM STREET LODI, CALIFORNIA 95240

January - *New Year- New YOU*

- 2 Headwaters Treasure Hunt begins
- 4 Baseball-Softball sign-ups begin
- 22 Movie Night at Hutchins Street Square

February - *Entertainment in Lodi*

- 12 Movie Night at Hutchins Street Square
- 20 Elvis Tribute at Hutchins Street Square

March - *Lodi Sports*

- 26 Baseball Opening Day at Salas Park
- 26 Easter Egg Hunt at Hutchins Street Square
- 26 BOBS Pancake Breakfast, Appreciation Day & Home Run Derby

April - *Earth Friendly*

- 2 Arbor Day Tree Planting
- 22 Earth Day Celebration
- TBA LOEL Community Garden Dedication

May - *Bike Month*

- 7 Park-to-Park Community Bike Ride
- 16-20 Bike to Work Week (SJCOG)
- 19 AMGEN Tour of California Bike Race: Starting Line Stage
- 25 Music in the Park at Hutchins Street Square

June - *Love Lodi Parks*

- 11 75-cent Day at the Lake
- 22 Music in the Park at Hutchins Street Square
- 24 Outdoor Movie at Hutchins Street Square
- 25 Taco Truck Cook-off

July - *Happy Anniversary Lodi PRCS*

- 1 Celebrate America at Hutchins Street Square
- 4 Fourth of July Celebration
- 16 75th Anniversary Celebration, Lodi Lake
- 27 Music in the Park at Hutchins Street Square

August - *Dog Days of Summer*

- 6 Dog Park Event at Beckman Park
- 24 Music in the Park at Hutchins Street Square
- TBA Teen Community Event

September - *Volunteer Lodi*

- 5 Field and Fair Day
- 17 Coastal Clean Up at Lodi Lake
- 17 Volunteer Appreciation Event

October - *Celebration of Diversity*

- 29 Dia De Los Muertos Art Show
- TBA Haunted Hutchins

November - *Senior Life*

- 3-6 Sandhill Crane Festival
- 17 LOEL Center Senior Lifestyle Fair
- 18 Movie Night at Hutchins Street Square
- TBA All generations playground clean-up project

December - *Thank You Lodi!*

- 3 "Thank You!" Sponsor Reception
- 10 Winter Wonderland Holiday Boutique at Hutchins Street Square



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through November 26, 2015 in the total amount of \$1,644,124.52

MEETING DATE: December 16, 2015

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$1,644,124.52

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$1,644,124.52 through 11/26/15. Also attached is Payroll in the amount of \$2,914,442.22

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste
Financial Services Manager

RRP/mlm

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report

City of Lodi, CA - v10.5 Live

11/13/2015 through 11/26/2015

Fund	Amount
100 - General Fund	1,123,790.22
140 - Expendable Trust	143,785.87
200 - Parks Rec & Cultural Services	6,043.95
270 - Comm Dev Special Rev Fund	577.98
301 - Gas Tax-2105 2106 2107	27,647.49
303 - Measure K Funds	363.34
431 - Capital Outlay/General Fund	131,882.99
432 - Parks & Rec Capital	656.86
500 - Electric Utility Fund	32,389.52
530 - Waste Water Utility Fund	31,830.02
531 - Waste Wtr Util-Capital Outlay	3,834.26
560 - Water Utility Fund	24,903.00
561 - Water Utility-Capital Outlay	2,390.85
600 - Dial-a-Ride/Transportation	389.62
601 - Transit Capital	5.40
650 - Internal Service/Equip Maint	14,663.66
655 - Employee Benefits	98,969.49
Total	1,644,124.52

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 11/8/2015

Fund	Description	Amount
100	General Fund	1,818,895.46
120	Library Fund	43,132.44
200	Parks Rec & Cultural Services	219,176.02
214	LPD-OTS Grants	4,798.76
219	LPD-ABC Grant	3,969.32
270	Comm Dev Special Rev Fund	60,523.86
301	Gas Tax-2105 2106 2107	58,396.06
500	Electric Utility Fund	343,971.28
530	Waste Water Utility Fund	249,315.26
560	Water Utility Fund	48,126.60
600	Dial-a-Ride/Transportation	17,131.36
650	Internal Service/Equip Maint	31,469.38
655	Employee Benefits	15,536.42
Report Total		2,914,442.22



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) November 18, 2015 (Regular Meeting)
b) November 24, 2015 (Shirtsleeve Session)
c) December 8, 2015 (Shirtsleeve Session)

MEETING DATE: December 16, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) November 18, 2015 (Regular Meeting)
b) November 24, 2015 (Shirtsleeve Session)
c) December 8, 2015 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, NOVEMBER 18, 2015**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of November 18, 2015, was called to order by Mayor Johnson at 6:15 p.m.

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

Absent: Council Member Mounce

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

C-2 Announcement of Closed Session

a) Pending Litigation: Government Code §54956.9(a); One Case; Judy Munshower v. City of Lodi; San Joaquin County Superior Court; Case No. 39-2014-00313952-CU-PO-STK (CA)

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

C-3 Adjourn to Closed Session

At 6:15 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:45 p.m.

C-4 Return to Open Session / Disclosure of Action

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

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

A. Call to Order / Roll Call

The Regular City Council meeting of November 18, 2015, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: None

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

NOTE: Council Member Mounce participated in the Council meeting via teleconference.

B. Presentations

The Mayor presented a Resolution of Appreciation to Public Works Director Wally Sandelin who was retiring after 15 years of service to the City of Lodi. Mayor Johnson and City Manager Schwabauer highlighted some of Mr. Sandelin's accomplishments during his career, including oversight of the PCE/TCE groundwater contamination management program, the surface water treatment plant, the State-mandated water meter program, and the Harney Lane Grade Separation Project.

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

Council Member Kuehne made a motion, second by Mayor Johnson, to approve the following items hereinafter set forth, with the exception of items C-14 (for discussion purposes) and C-20 (pulled at request of staff), in accordance with the report and recommendation of the City Manager. The motion was ultimately **not voted upon**.

Mayor Johnson made a motion, second by Mayor Pro Tempore Chandler, to approve the following items hereinafter set forth, with the exception of C-20 (pulled at request of staff), including C-14 as recommended with the exception of the proposed \$200 special event fee (see C-14 for further discussion on this item). This motion was made during discussion of C-14, prior to approval of the Consent Calendar, and was ultimately **withdrawn**.

Mayor Johnson made a motion, second by Mayor Pro Tempore Chandler, following separate action on C-14, to approve the following items hereinafter set forth, **with the exception of item C-20 (pulled at request of staff)**, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$6,839,940.24 (FIN)

Claims were approved in the amount of \$6,839,940.24.

C-2 Approve Minutes (CLK)

The minutes of October 27, 2015 (Shirtsleeve Session), November 3, 2015 (Shirtsleeve Session), November 4, 2015 (Regular Meeting), November 4, 2015 (Special Meeting), November 10, 2015 (Shirtsleeve Session), and November 10, 2015 (Special Meeting) were approved as written.

C-3 Report of Sale of Surplus Equipment (PW)

Received Report of Sale of Surplus Equipment.

C-4 Adopt Resolution Approving Standardization of Bus-Mounted Destination Signs and Authorizing City Manager to Execute Purchase Order for Bus Destination Signs from Luminator Technology Group, of Plano, Texas (\$37,083) (PW)

Kenneth Huntley expressed the importance of bus announcement systems, especially for those who ride buses daily, because it is often difficult to hear drivers speak over the sounds of the bus, air conditioning, and other patrons.

Adopted Resolution No. 2015-199 approving the standardization of bus-mounted destination signs and authorizing the City Manager to execute a purchase order for bus destination signs from Luminator Technology Group, of Plano, Texas, in the amount of \$37,083.

- C-5 Adopt Resolution Rejecting Non-Responsive Bid and Awarding Contract for Salas Park - Sports Lighting Improvements (Phase 1) to Modesto Executive Electric, Inc., of Modesto (\$75,502) (PW)

Adopted Resolution No. 2015-200 rejecting non-responsive bid and awarding the contract for Salas Park - Sports Lighting Improvements (Phase 1) to Modesto Executive Electric, Inc., of Modesto, in the amount of \$75,502.

- C-6 Adopt Resolution Authorizing City Manager to Execute Contract for Harney Lane Grade Separation Project with DeSilva Gates Construction, LP, of Dublin (\$14,313,075), Approving Extension of Cooperative Work Agreement, and Appropriating Funds (\$16,875,182), Subject to Caltrans Approval of Disadvantaged Business Enterprise Documentation (PW)

Adopted Resolution No. 2015-201 authorizing the City Manager to execute the contract for the Harney Lane Grade Separation Project with DeSilva Gates Construction, LP, of Dublin, in the amount of \$14,313,075; approving the extension of the Cooperative Work Agreement; and appropriating funds in the amount of \$16,875,182, subject to Caltrans approval of Disadvantaged Business Enterprise documentation.

- C-7 Accept Improvements Under Contract for Water Meter Program Non-Residential Phase (PW)

Accepted improvements under the contract for the Water Meter Program Non-Residential Phase project.

- C-8 Adopt Resolution Appropriating Funds for Landscape Maintenance Assessment District No. 2003-1 (\$25,000) (PW)

Adopted Resolution No. 2015-202 appropriating funds for Landscape Maintenance Assessment District No. 2003-1, in the amount of \$25,000.

- C-9 Adopt Resolution Accepting Rose Gate Subdivision Unit No. 1 (Tract No. 3785) and Unit No. 2 (Tract No. 3813) Public Improvements (PW)

Adopted Resolution No. 2015-203 accepting Rose Gate Subdivision Unit No. 1 (Tract No. 3785) and Unit No. 2 (Tract No. 3813) public improvements.

- C-10 Adopt Resolution Approving Collateral Assignment of Power Purchase Agreement to Permit Financing of Astoria 2 Solar Project by EFS Renewables Holdings, LLC, and Approving Related Amendments to Existing Power Purchase Agreement to Effectuate Such Financing as Contained in a Consent and Agreement; a Non-Disturbance and Attornment Agreement; and an Intercreditor and Subordination Agreement (EU)

Adopted Resolution No. 2015-204 approving the Collateral Assignment of Power Purchase Agreement to permit financing of Astoria 2 Solar Project by EFS Renewables Holdings, LLC, and approving related amendments to existing Power Purchase Agreement to effectuate such financing as contained in a Consent and Agreement; a Non-Disturbance and Attornment Agreement; and an Intercreditor and Subordination Agreement.

- C-11 Adopt Resolution Authorizing Lodi Police Department to Participate in the AVOID the 10 Grant Funded by the Office of Traffic Safety; Appropriating Funds (\$22,500); and Further Authorizing Chief of Police to Execute the Agreement (PD)

Adopted Resolution No. 2015-205 authorizing the Lodi Police Department to participate in the AVOID the 10 Grant funded by the Office of Traffic Safety; appropriating funds in the amount of \$22,500; and further authorizing the Chief of Police to execute the agreement.

C-12 Adopt Resolution Authorizing City Manager to Execute Service Maintenance Agreement with Sungard Public Sector, Inc., of Lake Mary, Florida (\$147,495.72) (PD)

Adopted Resolution No. 2015-206 authorizing the City Manager to execute the Service Maintenance Agreement with Sungard Public Sector, Inc., of Lake Mary, Florida, in the amount of \$147,495.72.

C-13 Adopt Resolution Setting Off-Season Rate for Lodi Lake Park Running Events (PRCS)

Adopted Resolution No. 2015-207 setting off-season rate for Lodi Lake Park running events.

C-14 Adopt Resolution Approving Various Public Works Policies and Various Public Works Fees, Charges, and Penalties (PW)

Council Member Kuehne requested a summary of any changes to the proposal from the Shirtsleeve Session discussion on this topic. City Manager Schwabauer stated the portion relating to multi-family policies and fees was removed from the recommendation based on the questions and comments at the Shirtsleeve Session.

Public Works Director Wally Sandelin summarized that the proposed fee for special events remains at \$200 per application versus the current fee of \$42 and the Blue Sheet item corrects information in the staff report regarding the fees for wastewater penalties. He further explained that the table includes the existing fines, proposed fines, and an alternative fine schedule with harsher penalties starting at the second offense. The Blue Sheet also includes comparative information with other agencies, and Mr. Sandelin stated the alternative penalties would place Lodi in mid-range with other agencies, while the proposed fee structure would place Lodi below the middle. With regard to the special events fee, staff recommends the proposed \$200 fee because the figure is based on the staff time necessary to process the permits.

Council Member Kuehne expressed support for the proposed fee for wastewater penalties versus the higher, alternative fees and stated he was not opposed to the \$200 special events fee.

City Manager Schwabauer explained the proposed increase to the special events fee is also in response to requests from business owners who are frustrated with the frequent street closures, which negatively affect their businesses. The belief is that a higher fee may encourage event organizers to locate events elsewhere.

In response to Council Member Kuehne, Mr. Schwabauer stated it would be difficult to craft language at the dais with regard to grandfathering in certain events and suggested that, if a majority of Council would like to explore that option, the special events fee be brought back at a later date.

Council Member Kuehne stated he would like to honor Council Member Mounce's request to further discuss the special events fee. At this time the motion was made by Mayor Johnson, second by Council Member Kuehne (as shown under the Consent Calendar), to approve the Consent Calendar, including C-14, with the exception of C-20.

Mr. Schwabauer clarified that the motion, as it related to C-14, was to approve the fees for wastewater penalties as proposed by staff and to remove the \$200 special events fee at this time. Council Member Kuehne agreed.

Mayor Pro Tempore Chandler stated he saw no reason to grandfather in certain events and that the fee was reasonable in capturing the City's costs for maintaining the streets at the conclusion of events.

The motion was ultimately **withdrawn**.

NOTE: Resolution No. 2015-198 was approved by two motions and votes (see below).

Council Member Kuehne made a motion, second by Mayor Johnson, to adopt Resolution No. 2015-198 approving various Public Works policies and various Public Works fees, charges, and penalties as proposed by staff with the exception of the \$200 special events fee.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

Council Member Kuehne suggested grandfathering in the Farmers' Market event only with regard to the \$200 special events fee. Mr. Schwabauer confirmed the Lodi District Chamber of Commerce is charged the special events fee for the Farmers' Market once during the entire season; not per event.

Council Members Kuehne and Mounce stated, based on that information, they were not opposed to the \$200 special events fee.

Mayor Pro Tempore Chandler made a motion, second by Mayor Johnson, to adopt Resolution No. 2015-198 approving the Public Works fee of \$200 for special events.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-15 Adopt Resolution Authorizing Lodi Police Department to Waive Bicycle Licensing Fees for Lodi Adopt-A-Child for the Month of December (PD)

Adopted Resolution No. 2015-208 authorizing the Lodi Police Department to waive bicycle licensing fees for Lodi Adopt-A-Child for the month of December.

C-16 Adopt Resolution Authorizing City Manager to Donate One Retired Police Patrol Vehicle to San Joaquin Delta College Police Academy (PD)

Adopted Resolution No. 2015-209 authorizing the City Manager to donate one retired Police patrol vehicle to San Joaquin Delta College Police Academy.

C-17 Adopt Resolution Directing Staff to File 2015-2023 Draft Housing Element with the Department of Housing and Community Development for Review (CD)

Adopted Resolution No. 2015-210 directing staff to file 2015-2023 Draft Housing Element with the Department of Housing and Community Development for review.

C-18 Adopt Resolution Revising Debt Management Policy (CM)

Adopted Resolution No. 2015-211 revising the Debt Management Policy.

C-19 Approve Hutchins Street Square North Parking Lot Tree Removal (PRCS)

Approved Hutchins Street Square North Parking Lot tree removal.

C-20 Receive Annual Americans with Disabilities Act Committee Report (CD)

Received Annual Americans with Disabilities Act Committee Report.

C-21 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

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

D. Comments by the Public on Non-Agenda Items

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Katie Romanek introduced Suzanne Schultz with the District Attorney's office and project manager of the Family Justice Center of San Joaquin County and expressed support for the creation of this Center, which will greatly benefit the public. Ms. Schultz explained the Family Justice Center would bring together all of the partners and service agencies which victims of domestic violence, child or elder abuse, sexual assault, or human trafficking would need into a single building. Currently, individuals often travel several hours to reach the services they need, and this Center would provide a convenient and efficient location for those in trauma to receive needed assistance. There are 17 Centers in California, and the National Alliance is available to assist with the creation of such a Center in San Joaquin County. Ms. Schultz provided Council with additional information (filed).

Mayor Johnson expressed support that other agencies will join with this effort.

In response to Council Member Kuehne, Ms. Schultz stated once the new Court House in Stockton is constructed, the Center will move into the vacated building and the hope is that a number of the partners may be able to fill some of the space as well. The group is working with the San Joaquin County Board of Supervisors, and she was hopeful strategic planning sessions would begin in January.

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

Council Member Nakanishi shared a comment from a citizen who had a positive experience at the Finance Department and was impressed with the customer service. He asked Deputy City Manager Jordan Ayers to pass that along to his staff.

Council Member Kuehne reported that he attended the League of California Cities Legislative Briefing webinar, which reviewed the assembly and senate bills moving through Sacramento legislation.

Council Member Mounce reported that she was in Sacramento at the League Leaders event, which is a goal setting session for the upcoming year, and that she too will participate in a legislative update. She stressed the importance of working with legislature to protect local control and interests of the citizens. Council Member Mounce expressed appreciation for being allowed to participate in the Council meeting via teleconference.

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

None.

- G. Public Hearings - None
- H. Communications - None
- I. Regular Calendar
- I-1 Adopt Resolution Approving a Retiree Health Savings Account for Affected Members of the Lodi Police Dispatchers Association and Appropriating Funds (\$76,900) (CM)

Deputy City Manager Jordan Ayers provided a presentation regarding the Retiree Health Savings Account for affected members of the Lodi Police Dispatchers Association. Specific topics of discussion included the dispute surrounding the retiree health care provisions with the bargaining group, agreement between the group and City to create an account for the affected six individuals, and funding of initial deposit of \$75,000 split among the group based on ratio of sick leave balances and additional 1 percent of pay per year during employment with the City of Lodi. Mr. Ayers stated the account remains with the individual when they leave City employment for whatever reason and is available to them for health care. The City reviewed proposals from three deferred compensation providers; evaluated the fees, costs, and investment opportunities; and selected ICMA Retirement Corporation for this service.

Mayor Pro Tempore Chandler made a motion, second by Council Member Mounce, to adopt Resolution No. 2015-212 approving a Retiree Health Savings Account for affected members of the Lodi Police Dispatchers Association and appropriating funds in the amount of \$76,900.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

- I-2 Adopt Resolution of Change Declaring Election Results and Introduce Ordinance to Reduce Special Taxes and Annual Index for Community Facilities District No. 2007-1 (CM)

City Manager Schwabauer provided a presentation regarding the reduction of special taxes and annual index for Community Facilities District (CFD) No. 2007-1. Specific topics of discussion included establishment of CFD for new houses in 2007, original charge of \$600 per home indexed annually at the greater of 5 percent or Consumer Price Index, current charge of \$840 per single-family home, Council authorization to reduce the fee to \$500 indexed annually at a flat 2 percent, and the affected developers' agreement to give up their vested rights to develop under the discounted development impact fees. Mr. Schwabauer stated this action is to record the vote of property owners and reduce the taxes.

City Clerk Ferraiolo reported that she canvassed the returns of the election called for November 17, 2015, and reported the total number of qualified landowner votes eligible to be cast was 532; the total number of votes cast for the measure was 407; and the total number of votes cast against the measure was 0; therefore, the measure passed.

Mayor Pro Tempore Chandler made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2015-213 declaring the results of the special election in Zone 1 of the Community Facilities District No. 2007-1 (Public Services).

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

Mayor Johnson made a motion, second by Mayor Pro Tempore Chandler, to introduce Ordinance No. 1918 levying and apportioning a special tax in Zone 1 of the City of Lodi Community Facilities District No. 2007-1 (Public Services) as provided in Resolution No. 2015-89.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances

J-1 Ordinance No. 1917 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 13 - Public Services - by Repealing and Re-Enacting Chapter 13.04, 'Service Generally,' and Chapter 13.08, 'Water Service,' in Their Entirety" (CLK)

City Clerk Ferraiolo reported Ordinance No. 1917 was introduced at the meeting of November 4, 2015, and was before Council for second reading and adoption.

Council Member Mounce stated she believed there were too many unanswered questions from the public that needed vetting before voting and suggested this matter be postponed.

Mike Lusk requested Council postpone its vote on this matter until the issue of penalty fees and the process in which the Finance Department collects those fees for the individual utilities is resolved. He stated the fees should be returned to the individual utilities instead of being deposited into the general fund. Mr. Lusk reiterated his request, which was presented as a Blue Sheet item, that language be added to the ordinance to address these issues and prevent co-mingling of accounts.

City Manager Schwabauer addressed a comment by Mr. Lusk from a previous meeting regarding rent that the City earns at the White Slough Water Pollution Control Facility, stating the general fund paid for that land and it would be inappropriate to apply the rent payments to another utility, such as wastewater. He suggested, if Council is interested in that concept, it send the matter back to staff to research the affect the reduction in revenue would have. Mr. Schwabauer further explained the fees and fines for late charges are calculated into the cost of service and credited to the utility before it is charged.

Council Member Nakanishi believed this suggestion was too onerous and would complicate the matter, pointing out that the City gained control of the bad debt situation and that the money stays with the City regardless if it is the general fund or the utility account.

Mr. Lusk stated he understands this would cause disruptions in the budget, but the rate payers are asking for a level playing field when it comes to paying rates. He stated since 2001 rates have increased in all of the utilities because of metered rates versus flat rates, and, with pending legislation, electric rates will once again increase due to renewable energy mandates, as will water rates because of the Sustainable Groundwater Management Act. Mr. Lusk stated he believed the amount collected for late penalties versus the bad debt write off was off balance and suggested the collected fees be returned to the individual utility and the cost of Finance staff to perform associated tasks be billed to the individual utility. Further, Mr. Lusk stated he would like to see a sales tax measure put forth to support the Police and Fire Departments as a targeted special tax that is not diluted to other areas.

Mr. Schwabauer made it very clear that moneys are not siphoned off at the staff level from any of the funds and the utility accounts are credited for the \$1.2 million in late penalty charges before they are charged the cost of service.

In response to Council Member Kuehne, Mr. Schwabauer stated the discussion regarding the

billing cycle and fines, including the suggestion to accept partial payments and various payment options, is a separate matter.

Mayor Pro Tempore Chandler made a motion, second by Mayor Johnson, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1917 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 13 - Public Services - by Repealing and Re-Enacting Chapter 13.04, 'Service Generally,' and Chapter 13.08, 'Water Service,' in Their Entirety," which was introduced at a regular meeting of the Lodi City Council held November 4, 2015.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:57 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, NOVEMBER 24, 2015**

The November 24, 2015, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 8, 2015**

The December 8, 2015, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Central Plume – Mid Plume PCE/TCE Groundwater Treatment Project

MEETING DATE: December 16, 2015

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Central Plume – Mid Plume PCE/TCE Groundwater Treatment Project.

BACKGROUND INFORMATION: The Central TCE/PCE Plume is bound by Pine Street to the north, Stockton Street to the east, Pleasant Avenue to the west, and Park Street to the south. Reports prepared by Langan Treadwell Rollo, the City's PCE/TCE consultant, indicate that the PCE plume has migrated southerly toward the intersection of Church and Tokay Streets.

This project (Exhibit A) is intended to capture and contain the plume migration, and consists of a groundwater extraction well, granular activated carbon (GAC) treatment unit, a metal enclosure, electrical and site work, and other incidental related work, all as shown on the plans and specifications for the above project. The Central Regional Water Quality Control Board has reviewed and concurs with the proposed workplan.

Staff has worked closely with Lodi Unified School District to minimize the impact to Needham School. The GAC treatment unit will be constructed in a steel enclosure placed entirely inside the public right-of-way. The project includes an element of drought resistant landscaping to soften the enclosure's appearance.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is January 21, 2016.

FISCAL IMPACT: There will be additional costs associated with the operations and maintenance of this facility that will be funded by the PCE/TCE fund.

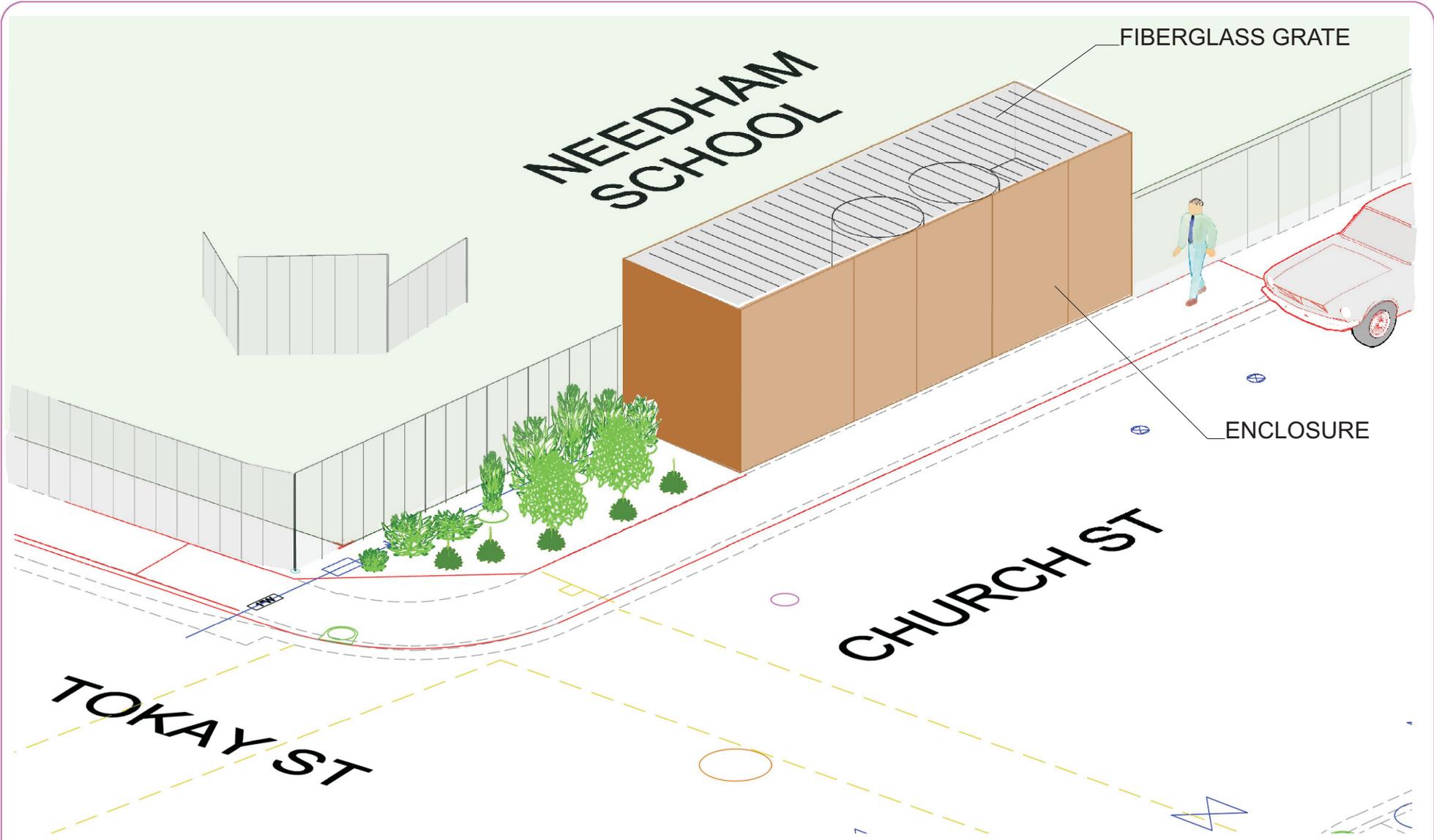
FUNDING AVAILABLE: Funding for this project will be Central Plume Settlement Funds (190)
Project Estimate: \$460,000

Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Lyman Chang/Interim City Engineer/Deputy Public Works Director
CES/LC/tdb
Attachment

cc: Utilities Superintendent

APPROVED: _____
Stephen Schwabauer, City Manager



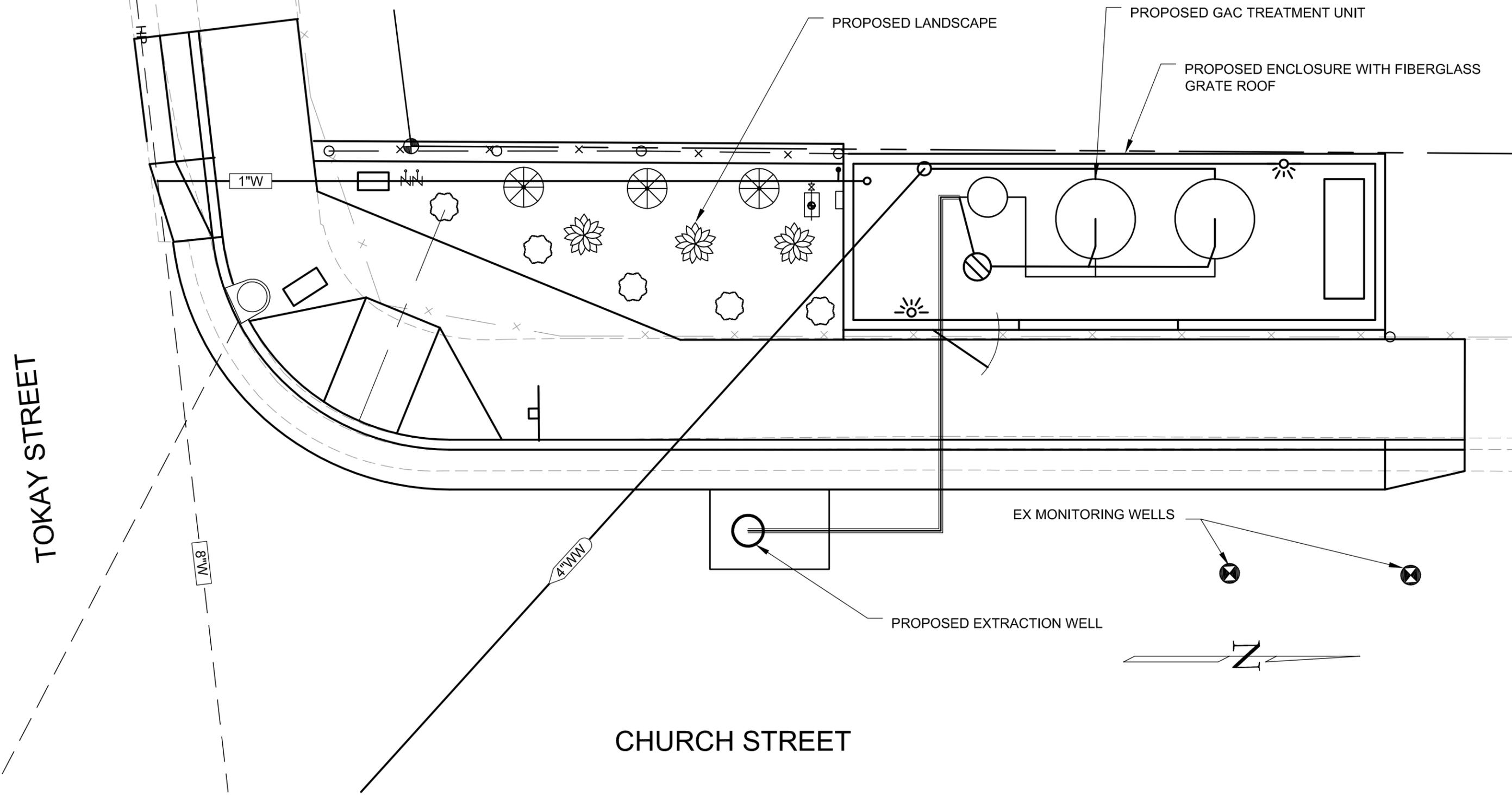
NO.	DATE	BY	DRAWN	MC/LC	DESIGN	LC	SCALE	1" = 5'	JOB NUMBER
			CHECKED		DATE		APPROVED		
			RECORD DWG				DEPUTY PUBLIC WORKS DIRECTOR RCE NO. 52842		DATE



CITY OF LODI
PUBLIC WORKS DEPARTMENT

Central Plume (Mid Plume) Extraction Well
531 S Church Street

NEEDHAM SCHOOL SITE



NO.	DATE	BY	DRAWN	DESIGN	SCALE	JOB NUMBER	 CITY OF LODI PUBLIC WORKS DEPARTMENT	Central Plume (Mid Plume) Extraction Well 531 S Church Screen	Exhibit A
			CHECKED	DATE	APPROVED				
			RECORD DWG		DEPUTY PUBLIC WORKS DIRECTOR RCE NO. 52842	DATE			



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Water Meter Program Phase 6

MEETING DATE: December 16, 2015

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Water Meter Program Phase 6.

BACKGROUND INFORMATION: At the May 2, 2007 City Council meeting, the Water Meter Retrofit Policy was adopted. The primary objectives of the Water Meter Retrofit Policy were to accelerate the installation of residential water meters before the State's 2025 deadline and limit the time period during which some customers would be paying for water on flat rate and others on a usage basis.

At the October 20, 2010 City Council meeting, a seven-year construction phasing was approved and the property owner meter payment was capped at \$300 per parcel. The first of seven construction projects was awarded by Council in March 2011 and included the installation of 3,698 meters and the replacement of 4,220 feet of water main. The second construction project was awarded in March 2012 and included the installation of 2,111 meters and the replacement of 26,350 feet (five miles) of water main. The third construction project was awarded in March 2013 and included the installation of 1,465 meters and the replacement of 20,310 feet (3.8 miles) of water main. The fourth construction project was awarded in March 2014 and included the installation of 1,334 meters and the replacement of approximately 24,000 feet (4.5 miles) of water main. The fifth construction project was awarded in March 2015 and included the installation of 905 meters and the replacement of approximately 16,630 feet (3.1 miles) of water main. The Water Meter Program has been lengthened to an eight-year project by dividing Phase 7 into two phases. This was done to reduce construction impacts in the Phase 7 area and to preserve fund balance in the water utility.

The project area for Phase 6 is presented in Exhibit A and includes the installation of 938 meters and the replacement of approximately 27,090 feet (5.1 miles) of water main. The estimated construction cost of \$7.23 million (including the cost of the water meter assemblies, construction administration, inspection and contingencies) is in line with previous estimates. Construction is expected to begin in April and conclude in November 2016.

Plans and specifications for the project are on file in the Public Works Department. The planned bid opening date is February 11, 2016.

FISCAL IMPACT: Water main leak and service repairs will be reduced. No additional costs will be incurred for reading of the meters as they are automatically read concurrent with the reading of the electric meters.

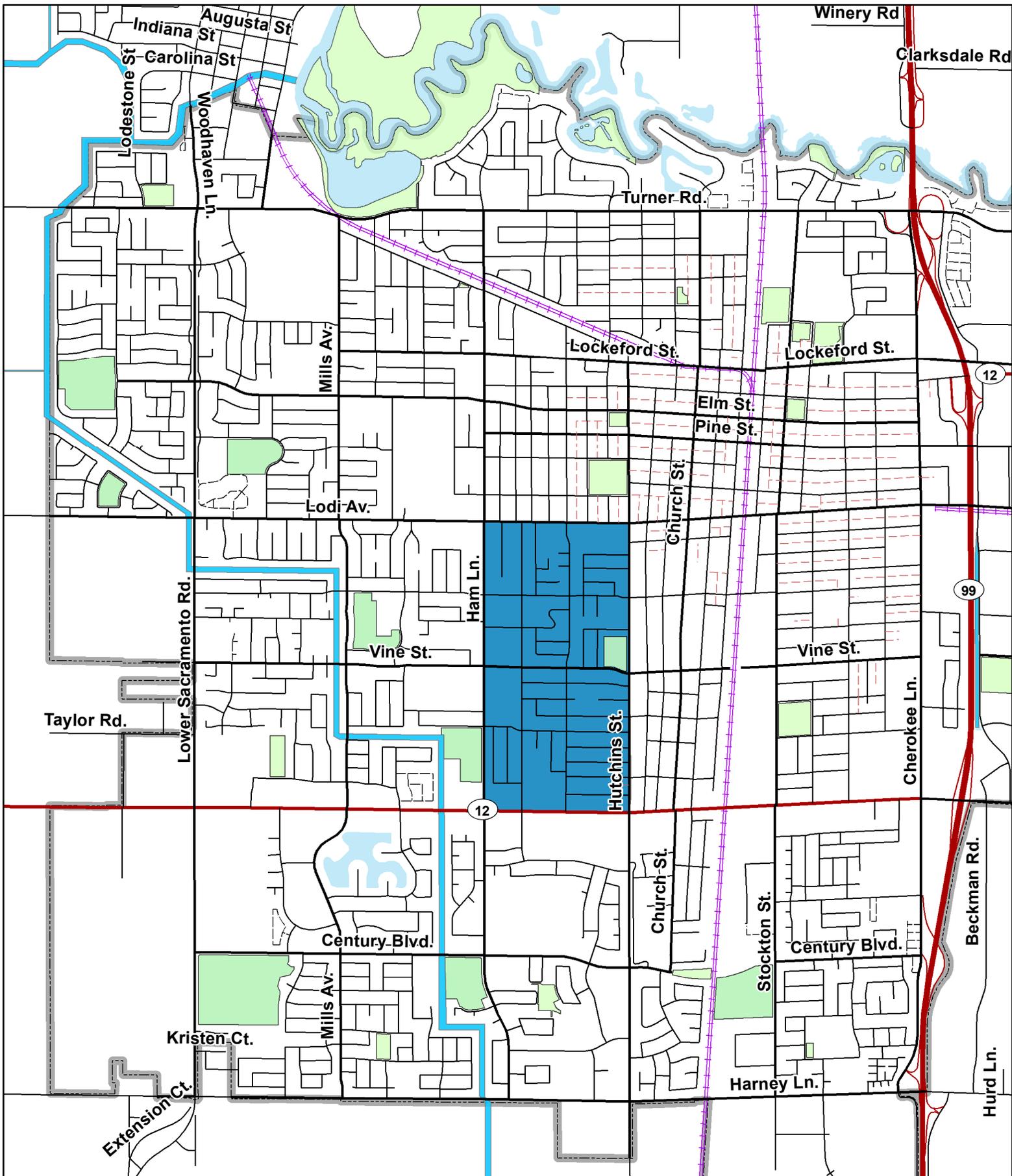
FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Interim Public Works Director

CES/CES/tdb
Attachment

cc: Lance Roberts, Utilities Superintendent – Public Works
Tony Valdivia, RMC Water and Environment

APPROVED: _____
Stephen Schwabauer, City Manager



Legend

WMP
 Phase 6



EXHIBIT A
Water Meter Project Boundary
Phase 6





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Procure LED Luminaires for Post Top Decorative Street Lights (\$500,000)

MEETING DATE: December 16, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to procure LED luminaires for the post top decorative street lights in an amount not to exceed of \$500,000 from Walters Wholesale Electric Company, of Brea CA.

BACKGROUND INFORMATION: On August 5, 2015, the City Council adopted a resolution to award a turn-key LED retrofit project to Tanko Lighting of San Francisco for the cobra head street lights. At that time it was noted that Electric Utility (EU) staff could retrofit the post top decorative street lights at a lower cost than the responsive bids. The EU's Ten Year Capital Improvement Plan and financial forecast includes the purchase of decorative LED luminaires with installation by EU staff.

The City has a wide variety of decorative street light styles. It is the intent to procure a standard style LED luminaire that will fit in the majority of the various style decorative fixtures. A series of Holophane LED fixtures have been identified that will integrate into over 80 percent of the City's decorative street light fixtures, as noted in the table below.

Holophane Luminaire	Quantity	Price/unit	Total	Total (with tax)
245L 20LEDE70 MVOLT 4K R5 RNA SH NL DM (P7) SPECIAL MANUFACTURE LABEL RFD180118	14	\$ 326.50	\$ 4,571.00	\$ 4,936.68
GVUEORIGRETRO-40-4K-AS-B-6-DM-H-PSC-RFD174194	1527	\$ 284.15	\$ 433,897.05	\$ 468,608.81
			TOTAL	\$ 473,545.49

This pricing reflects the results of a request for bid by the City of Elk Grove. Per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by the agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Staff recommends the purchase of Holophane LED Luminaires in accordance with the Elk Grove bidding process with the results outlined in the table above. Luminaires will be purchased from Walters Wholesale Electric Company, of Brea CA.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The total cost of the LED luminaires is approximately \$500,000 which will be spread over 4 years.

FUNDING AVAILABLE: Included in FY2015/16 Account No.50199000.77020.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Jules L. Marchesseault, Engineering and Operations Manager

EAK/JM/ist

RESOLUTION NO 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO PROCURE LED LUMINAIRES FOR
POST TOP DECORATIVE STREET LIGHTS

=====

WHEREAS, on August 5, 2015, the City Council adopted Resolution No. 2015-125 awarding a turn-key LED retrofit project to Tanko Lighting, of San Francisco, for cobra head street lights; at that time, it was noted that Electric Utility (EU) staff could retrofit the post top decorative street lights at a lower cost than the responsive bids; and

WHEREAS, EU's Ten-Year Capital Improvement Plan and financial forecast include the purchase of decorative LED luminaires with installation by EU staff; and

WHEREAS, the City has a wide variety of decorative street light styles; and

WHEREAS, a series of Holophane LED fixtures have been identified that will integrate into over 80 percent of the City's decorative street light fixtures, as noted in the table below.

Holophane Luminaire	Quantity	Price/unit	Total	Total (with tax)
245L 20LEDE70 MVOLT 4K R5 RNA SH NL DM (P7) SPECIAL MANUFACTURE LABEL RFD180118	14	\$ 326.50	\$ 4,571.00	\$ 4,936.68
GVUEORIGRETRO-40-4K-AS-B- 6-DM-H-PSC-RFD174194	1,527	\$ 284.15	\$ 433,897.05	\$ 468,608.81
TOTAL				\$ 473,545.49

WHEREAS, the above pricing reflects the results of a request for bid by the City of Elk Grove; and

WHEREAS, pursuant to Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by the agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, staff recommends that the City Council waive the bidding requirements, thereby utilizing the City of Elk Grove bidding process for the purchase of above-referenced Holophane LED Luminaires from Walters Wholesale Electric Company, of Brea, in an amount not to exceed \$473,545.49.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby waive the City of Lodi bidding requirements, thereby allowing the utilization of the City of Elk Grove bidding process for the purchase of the above-referenced Holophane LED Luminaires; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to procure LED Luminaires for Post Top Decorative Street Lights from Walters Wholesale Electric Company, of Brea, California, in an amount not to exceed \$473,545.49; and

BE IT FURTHER RESOLVED that the total cost of purchase with contingencies shall not exceed \$500,000 for this project.

Dated: December 16, 2015

=====

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

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

JENNIFER M. FERRAIOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Bids for the Purchase of Padmount and Polemount Transformers from HEES Enterprises of Astoria, Oregon (\$327,500) and Pacific Utilities of Concord (\$25,500)

MEETING DATE: December 16, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt Resolution Awarding Bids for the Purchase of Padmount and Polemount Transformers from HEES Enterprises of Astoria, Oregon (amount not to exceed \$327,500) and Pacific Utilities of Concord (amount not to exceed \$25,500).

BACKGROUND INFORMATION: On November 4, 2015, the City Council authorized the advertisement of bids to replenish inventory consumed as a result of ongoing maintenance and development projects.

The Electric Utility advertised bids on November 11 and 14, 2015. On December 1, 2015, bids were opened with three suppliers submitting proposals. Life-cycle costs (total purchase price plus cost of operation based on estimated power loss during the projected life of the transformer) were evaluated as shown on Exhibit A, attached. Staff reviewed the proposals and deemed the following as the lowest responsive bids and compliant with the approved specifications.

25 kVA, 240/120 Volt, 1 Phase Pad	HEES Enterprises	\$ 8,490.88
37.5 kVA, 240/120 Volt, 1 Phase Pad	HEES Enterprises	\$ 3,438.01
50 kVA, 120/240 Volt, 1 Phase Pad	HEES Enterprises	\$ 18,378.70
75 kVA, 120/240 Volt, 1 Phase Pad	HEES Enterprises	\$ 16,768.55
167 kVA, 120/240 Volt, 1 Phase Pad	Pacific Utilities	\$ 8,777.03
75 kVA, 208Y/120 Volt, 3 Phase Pad	HEES Enterprises	\$ 9,117.10
150 kVA, 120/208 Volt, 3 Phase Pad	HEES Enterprises	\$ 9,053.07
300 kVA, 120/208 Volt, 3 Phase Pad	HEES Enterprises	\$ 24,399.52
500 kVA, 120/208 Volt, 3 Phase Pad	HEES Enterprises	\$ 67,863.65
1000 kVA, 120/208 Volt, 3 Phase Pad	HEES Enterprises	\$ 32,532.43
75 kVA, 277/480 Volt, 3 Phase Pad	HEES Enterprises	\$ 7,003.29
1,500 kVA, 277/480 Volt, 3 Phase Pad	HEES Enterprises	\$101,727.27
15 kVA, 120/240 Volt, 1 Phase Polemount	HEES Enterprises	\$ 5,458.30
25 kVA, 120/240 Volt, 1 Phase Polemount	Pacific Utilities	\$ 6,971.80
50 kVA, 120/240 Volt, 1 Phase Polemount	HEES Enterprises	\$ 10,615.80
25 kVA, 240/480 Volt, 1 Phase Polemount	HEES Enterprises	\$ 7,075.30

APPROVED: _____
Stephen Schwabauer, City Manager

167 kVA, 277 Volt, 1 Phase Polemount	Pacific Utilities	\$ 9,622.70
50 kVA, 277/480 Volt, 1 Phase Polemount	HEES Enterprises	\$ 5,415.64

FISCAL IMPACT: Procurement cost is \$352,709.04.

FUNDING AVAILABLE: Included in FY2015/16 Budget Account No. 500.13496

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

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

EAK/HS/JLM/1st

APPROVED: _____
Stephen Schwabauer, City Manager

EXHIBIT A (PAGE 1 OF 3) - TRANSFORMER BID EVALUATION Dec 02, 2015

Transformer Bid Evaluation													Bid Opening: Dec 2, 2015	
				Tax (factor):	1.08	Primary Windings:		Three-Phase, 12000 Volt, 60Hz, Delta Connected						
				No Load Loss \$/watt:	3.75			Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz						
				Load Loss \$/watt:	1.25									
Bid Item 1: 25 kVA, 240/120 Volt, 1 Phase Pad								Number of units:		4			>= 1.5	
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %		
	Price \$	Price \$	w/tax \$											
HEES	1,484.00	5,936.00	6,410.88	62	230	930.00	1,150.00	2,080.00	8,490.88	8-10	32	1.700		
Central Moloney	1,640.00	6,560.00	7,084.80	63	271	945.00	1,355.00	2,300.00	9,384.80	12	34	1.640		
Pacific Utilities	1,687.00	6,748.00	7,287.84	60	290	900.00	1,450.00	2,350.00	9,637.84	13	24	1.800		
Bid Item 2: 37.5 kVA, 240/120 Volt, 1 Phase Pad								Number of units:		1			>= 1.5	
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %		
	Price \$	Price \$	w/tax \$											
Hees Enterprises Inc. (E	1,622.00	1,622.00	1,751.76	85	329	1,275.00	411.25	1,686.25	3,438.01	8	32	1.800		
Central Moloney	1,895.00	1,895.00	2,046.60	88	360	1,320.00	450.00	1,770.00	3,816.60	12	39	1.620		
Pacific Utilities	1,822.00	1,822.00	1,967.76	79	387	1,185.00	483.75	1,668.75	3,636.51	13	24	1.760		
Bid Item 3: 50 kVA, 120/240 Volt, 1 Phase Pad								Number of units:		7			>= 1.6	
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %		
	Price \$	Price \$	w/tax \$											
HEES	1,770.00	12,390.00	13,381.20	115	374	1,725.00	3,272.50	4,997.50	18,378.70	8	32	2.000		
Central Moloney	2,315.00	16,205.00	17,501.40	102	511	1,530.00	4,471.25	6,001.25	23,502.65	12	45	2.160		
Pacific Utilities	2,016.00	14,112.00	15,240.96	107	410	1,605.00	3,587.50	5,192.50	20,433.46	13	24	1.820		
Bid Item 4: 75 kVA, 120/240 Volt, 1 Phase Pad								Number of units:		5			>= 1.8	
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %		
	Price \$	Price \$	w/tax \$											
HEES	1,937.00	9,685.00	10,459.80	141	671	2,115.00	4,193.75	6,308.75	16,768.55	8	32	2.000		
Central Moloney	2,355.00	11,775.00	12,717.00	134	709	2,010.00	4,431.25	6,441.25	19,158.25	12	39	2.310		
Pacific Utilities	2,199.00	10,995.00	11,874.60	128	693	1,920.00	4,331.25	6,251.25	18,125.85	13	26	2.000		
Bid Item 5: 167 kVA, 120/240 Volt, 1 Phase Pad								Number of units:		1			>= 2.0	
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %		
	Price \$	Price \$	w/tax \$											
HEES	3,103.00	3,103.00	3,351.24	257	1300	3,855.00	1,625.00	5,480.00	8,831.24	8	32	2.200		
Central Moloney	3,858.00	3,858.00	4,166.64	240	1251	3,600.00	1,563.75	5,163.75	9,330.39	12	42	2.020		
Pacific Utilities	3,216.00	3,216.00	3,473.28	240	1363	3,600.00	1,703.75	5,303.75	8,777.03	13	32	2.430		
Bid Item 6: 75 kVA, 208Y/120 Volt, 3 Phase Pad								Number of units:		1			>= 2.0	
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %		
	Price \$	Price \$	w/tax \$											
HEES	4,995.00	4,995.00	5,394.60	187	734	2,805.00	917.50	3,722.50	9,117.10	8-10	49	3.500		
Central Moloney	8,223.00	8,223.00	8,880.84	142	875	2,130.00	1,093.75	3,223.75	12,104.59	12	59	3.670		
Pacific Utilities	5,898.00	5,898.00	6,369.84	175	721	2,625.00	901.25	3,526.25	9,896.09	13	56	3.600		

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
 THE BIDS AND APPROVING THE PURCHASE OF PADMOUNT
 AND POLEMOUNT TRANSFORMERS FROM
 HEES ENTERPRISES, OF ASTORIA, OREGON, AND
 PACIFIC UTILITIES, OF CONCORD

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on December 1, 2015, at 11:00 a.m., for the purchase of padmount and polemount transformers for the Electric Utility Department, described in the specifications therefore approved by the City Council on November 4, 2015; and

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

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

25 kVA, 240/120 Volt, 1 Phase Pad	HEES Enterprises	\$ 8,490.88
37.5 kVA, 240/120 Volt, 1 Phase Pad	HEES Enterprises	\$ 3,438.01
50 kVA, 120/240 Volt, 1 Phase Pad	HEES Enterprises	\$ 18,378.70
75 kVA, 120/240 Volt, 1 Phase Pad	HEES Enterprises	\$ 16,768.55
167 kVA, 120/240 Volt, 1 Phase Pad	Pacific Utilities	\$ 8,777.03
75 kVA, 208Y/120 Volt, 3 Phase Pad	HEES Enterprises	\$ 9,117.10
150 kVA, 120/208 Volt, 3 Phase Pad	HEES Enterprises	\$ 9,053.07
300 kVA, 120/208 Volt, 3 Phase Pad	HEES Enterprises	\$ 24,399.52
500 kVA, 120/208 Volt, 3 Phase Pad	HEES Enterprises	\$ 67,863.65
1000 kVA, 120/208 Volt, 3 Phase Pad	HEES Enterprises	\$ 32,532.43
75 kVA, 277/480 Volt, 3 Phase Pad	HEES Enterprises	\$ 7,003.29
1,500 kVA, 277/480 Volt, 3 Phase Pad	HEES Enterprises	\$101,727.27
15 kVA, 120/240 Volt, 1 Phase Polemount	HEES Enterprises	\$ 5,458.30
25 kVA, 120/240 Volt, 1 Phase Polemount	Pacific Utilities	\$ 6,971.80
50 kVA, 120/240 Volt, 1 Phase Polemount	HEES Enterprises	\$ 10,615.80
25 kVA, 240/480 Volt, 1 Phase Polemount	HEES Enterprises	\$ 7,075.30
167 kVA, 277 Volt, 1 Phase Polemount	Pacific Utilities	\$ 9,622.70
50 kVA, 277/480 Volt, 1 Phase Polemount	HEES Enterprises	\$ 5,415.64

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid and approve the purchase of designated padmount and polemount transformers from Hees Enterprises, of Astoria, Oregon, as shown above, in an amount not to exceed \$327,337.51; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the bid and approve the purchase of designated padmount and polemount transformers from Pacific Utilities, of Concord, California, as shown above, in an amount not to exceed \$25,371.53.

Dated: December 16, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

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

JENNIFER M. FERRAIOLO
City Clerk

EXHIBIT A (PAGE 1 OF 3) - TRANSFORMER BID EVALUATION Dec 02, 2015

Transformer Bid Evaluation				Bid Opening: Dec 2, 2015									
				Tax (factor):	1.08	Primary Windings:		Three-Phase, 12000 Volt, 60Hz, Delta Connected					
				No Load Loss \$/watt:	3.75			Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz					
				Load Loss \$/watt:	1.25								
Bid Item 1: 25 kVA, 240/120 Volt, 1 Phase Pad				Number of units:		4		>= 1.5					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	1,484.00	5,936.00	6,410.88	62	230	930.00	1,150.00	2,080.00	8,490.88	8-10	32	1.700	
Central Moloney	1,640.00	6,560.00	7,084.80	63	271	945.00	1,355.00	2,300.00	9,384.80	12	34	1.640	
Pacific Utilities	1,687.00	6,748.00	7,287.84	60	290	900.00	1,450.00	2,350.00	9,637.84	13	24	1.800	
Bid Item 2: 37.5 kVA, 240/120 Volt, 1 Phase Pad				Number of units:		1		>= 1.5					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
Hees Enterprises Inc. (E)	1,622.00	1,622.00	1,751.76	85	329	1,275.00	411.25	1,686.25	3,438.01	8	32	1.800	
Central Moloney	1,895.00	1,895.00	2,046.60	88	360	1,320.00	450.00	1,770.00	3,816.60	12	39	1.620	
Pacific Utilities	1,822.00	1,822.00	1,967.76	79	387	1,185.00	483.75	1,668.75	3,636.51	13	24	1.760	
Bid Item 3: 50 kVA, 120/240 Volt, 1 Phase Pad				Number of units:		7		>= 1.6					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	1,770.00	12,390.00	13,381.20	115	374	1,725.00	3,272.50	4,997.50	18,378.70	8	32	2.000	
Central Moloney	2,315.00	16,205.00	17,501.40	102	511	1,530.00	4,471.25	6,001.25	23,502.65	12	45	2.160	
Pacific Utilities	2,016.00	14,112.00	15,240.96	107	410	1,605.00	3,587.50	5,192.50	20,433.46	13	24	1.820	
Bid Item 4: 75 kVA, 120/240 Volt, 1 Phase Pad				Number of units:		5		>= 1.8					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	1,937.00	9,685.00	10,459.80	141	671	2,115.00	4,193.75	6,308.75	16,768.55	8	32	2.000	
Central Moloney	2,355.00	11,775.00	12,717.00	134	709	2,010.00	4,431.25	6,441.25	19,158.25	12	39	2.310	
Pacific Utilities	2,199.00	10,995.00	11,874.60	128	693	1,920.00	4,331.25	6,251.25	18,125.85	13	26	2.000	
Bid Item 5: 167 kVA, 120/240 Volt, 1 Phase Pad				Number of units:		1		>= 2.0					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	3,103.00	3,103.00	3,351.24	257	1300	3,855.00	1,625.00	5,480.00	8,831.24	8	32	2.200	
Central Moloney	3,858.00	3,858.00	4,166.64	240	1251	3,600.00	1,563.75	5,163.75	9,330.39	12	42	2.020	
Pacific Utilities	3,216.00	3,216.00	3,473.28	240	1363	3,600.00	1,703.75	5,303.75	8,777.03	13	32	2.430	
Bid Item 6: 75 kVA, 208Y/120 Volt, 3 Phase Pad				Number of units:		1		>= 2.0					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	4,995.00	4,995.00	5,394.60	187	734	2,805.00	917.50	3,722.50	9,117.10	8-10	49	3.500	
Central Moloney	8,223.00	8,223.00	8,880.84	142	875	2,130.00	1,093.75	3,223.75	12,104.59	12	59	3.670	
Pacific Utilities	5,898.00	5,898.00	6,369.84	175	721	2,625.00	901.25	3,526.25	9,896.09	13	56	3.600	

EXHIBIT A (PAGE 3 OF 3) - TRANSFORMER BID EVALUATION Dec 02, 2015

Transformer Bid Evaluation				Bid Opening: Dec 2, 2015									
				Tax (factor):	1.08	Primary Windings:			Three-Phase, 12000 Volt, 60Hz, Delta Connected				
				No Load Loss \$/watt:	3.75				Single-Phase, 12000 Grd. Wye/6930 Volt, 60Hz				
				Load Loss \$/watt:	1.25								
Bid Item 13: 15 kVA, 120/240 Volt, 1 Phase Polemount				Number of units:				5					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	652.00	3,260.00	3,520.80	42	184	787.50	1,150.00	1,937.50	5,458.30	8-10	32	2.000	
Central Moloney	901.00	4,505.00	4,865.40	44	178	825.00	1,112.50	1,937.50	6,802.90	12	37	1.750	
Pacific Utilities	649.00	3,245.00	3,504.60	40	199	750.00	1,243.75	1,993.75	5,498.35	11	34	2.040	
Bid Item 14: 25 kVA, 120/240 Volt, 1 Phase Polemount				Number of units:				5					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	743.00	3,715.00	4,012.20	60	302	1,125.00	1,887.50	3,012.50	7,024.70	8	35	1.800	
Central Moloney	1,123.00	5,615.00	6,064.20	65	267	1,218.75	1,668.75	2,887.50	8,951.70	12	38	1.600	
Pacific Utilities	717.00	3,585.00	3,871.80	51	343	956.25	2,143.75	3,100.00	6,971.80	11	38	2.400	
Bid Item 15: 50 kVA, 120/240 Volt, 1 Phase Polemount				Number of units:				5					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	1,077.00	5,385.00	5,815.80	110	438	2,062.50	2,737.50	4,800.00	10,615.80	8	36	1.800	
Central Moloney	1,300.00	6,500.00	7,020.00	106	497	1,987.50	3,106.25	5,093.75	12,113.75	12	39	1.910	
Pacific Utilities	1,156.00	5,780.00	6,242.40	109	481	2,043.75	3,006.25	5,050.00	11,292.40	9	36	1.800	
Bid Item 16: 25 kVA, 240/480 Volt, 1 Phase Polemount				Number of units:				5					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	757.00	3,785.00	4,087.80	68	274	1,275.00	1,712.50	2,987.50	7,075.30	8	32	1.600	
Central Moloney	1,074.00	5,370.00	5,799.60	63	287	1,181.25	1,793.75	2,975.00	8,774.60	12	36	1.800	
Pacific Utilities	740.00	3,700.00	3,996.00	56	327	1,050.00	2,043.75	3,093.75	7,089.75	11	36	1.980	
Bid Item 17: 167 kVA, 277 Volt, 1 Phase Polemount				Number of units:				1					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	2,704.00	2,704.00	2,920.32	288	1052	5,400.00	1,315.00	6,715.00	9,635.32	8	48	1.800	
Central Moloney	3,408.00	3,408.00	3,680.64	244	1299	4,575.00	1,623.75	6,198.75	9,879.39	12	49	1.900	
Pacific Utilities	2,815.00	2,815.00	3,040.20	269	1231	5,043.75	1,538.75	6,582.50	9,622.70	11	50	2.480	
Bid Item 18: 50 kVA, 277/480 Volt, 1 Phase Polemount				Number of units:				2					
Vendor	Unit	Extended	Price	No Load Loss (watts)	Load Loss (watts)	No Load Loss value	Load Loss value	Cost of Losses \$	Life Cycle Cost \$	Delivery (weeks)	Height (inches)	Impedance %	
	Price \$	Price \$	w/tax \$										
HEES	1,079.00	2,158.00	2,330.64	104	454	1,950.00	1,135.00	3,085.00	5,415.64	8-10	36	1.900	
Central Moloney	1,343.00	2,686.00	2,900.88	113	462	2,118.75	1,155.00	3,273.75	6,174.63	12	39	1.600	
Pacific Utilities	1,160.00	2,320.00	2,505.60	111	437	2,081.25	1,092.50	3,173.75	5,679.35	10	36	2.000	



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing Purchase of TASER Body Cameras for the Lodi Police Department, Approving Execution of TASER Assurance Program Service Agreement and Appropriating Funds (\$20,233)

MEETING DATE: December 16, 2015

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing purchase of TASER body cameras for the Lodi Police Department, approving execution of TASER Assurance Program service agreement and appropriating funds in the amount of \$20,233.

BACKGROUND INFORMATION: Over the last several years, law enforcement agencies have been increasingly turning to video cameras to capture events as they happen to protect both citizens and law enforcement personnel.

The Lodi Police Department has extensively researched and reviewed several body cameras over the past year and has found that the TASER body camera program provides a complete package, including data storage. The body-worn cameras will protect officers, as well as ensure accountability in the force. Several local law enforcement agencies are currently using body-worn cameras, including Sacramento County Sheriff's Department, Modesto Police Department, and Manteca Police Department.

The Police Department contacted representatives from the following companies that offer a similar product: VieVu, Digital Ally, Watchguard and Wolfcom. These companies can provide some, but not all of the Department's requirements for body-worn cameras and evidence management solutions. The technology with body-worn cameras and the backend solution to the storage of digital evidence is always improving. The five-year contract with TASER includes the TASER Assurance Program, which provides the Police Department new equipment at the two-year mark and potentially the five-year mark, if the department chooses to continue the contract, allowing the department to upgrade to the newest technology.

The use of body-worn cameras by law enforcement will improve communication, streamline case management with file sharing, as well as enhance criminal investigations, resulting in favorable prosecution outcomes. It is believed there will be a marked improvement in officer safety, while protecting officers from false complaints and ensuring accountability of both police officers and citizens.

Current software with this type of storage solution will track all actions involving the evidence and provide an audit trail for chain of custody purposes. There are many types of cameras recording all aspects of our lives; this product offers a view point from the police officer's perspective and will provide an accurate account of each interaction with the public.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The full cost of the contract over a five year period totals \$369,225. Funds for equipment and data storage (\$100,000 – first year) are included in the projected expenditures for the Police Department’s FY 2015/16 budget with additional funds in the amount of \$20,233 to be appropriated. Future expenditures to be projected in the department’s annual budgets.

FUNDING AVAILABLE:

AB1913 21399000.77020	\$120,233	(FY 2015/16)
AB1913 21399000.77020	\$62,076	(FYs 2016/17 through 2019/20)

Jordan Ayers
Deputy City Manager/Internal Services Director

Tod Patterson
Chief of Police

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax:

Eric VerSteeg
 (209) 333-6727
 eversteeg@pd.lodi.gov



Quotation

Quote: Q-43016-1
Date: 11/17/2015 5:39 PM
Quote Expiration: 12/31/2015
Contract Start Date*: 1/15/2016
Contract Term: 5 years

Bill To:

Lodi Police Dept. - CA
 215 W. Elm Street
 Lodi, CA 95240
 US

Ship To:

Eric VerSteeg
 Lodi Police Dept. - CA
 215 W. Elm Street
 Lodi, CA 95240
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Hilderman		dhilderman@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
75	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 49,500.00	USD 22,500.00	USD 27,000.00
1,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4,500	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 6,750.00	USD 0.00	USD 6,750.00
75	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2	USD 399.00	USD 29,925.00	USD 0.00	USD 29,925.00
75	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 11,960.00	USD 0.00	USD 11,960.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
8	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 280.00	USD 0.00	USD 280.00
3	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	70112	AXON SIGNAL UNIT	USD 279.00	USD 8,370.00	USD 3,000.00	USD 5,370.00
75	73092	MOTO G, CONFIGURED, FLEX	USD 199.00	USD 14,925.00	USD 0.00	USD 14,925.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	85055	PREMIUM PLUS SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00
Due Net 30 Tax Amount:						USD 7,295.06
Due Net 30 Net Amount Due Including Taxes:						USD 120,233.06

Year 2--Due in 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,500	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 6,750.00	USD 0.00	USD 6,750.00
75	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 49,500.00	USD 0.00	USD 49,500.00
1,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
Year 2--Due in 2017 Tax Amount:						USD 4,098.24
Year 2--Due in 2017 Net Amount Due Including Taxes:						USD 62,076.24

Year 3--Due in 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,500	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 6,750.00	USD 0.00	USD 6,750.00
75	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 49,500.00	USD 0.00	USD 49,500.00
1,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
Year 3--Due in 2018 Tax Amount:						USD 4,098.24
Year 3--Due in 2018 Net Amount Due Including Taxes:						USD 62,076.24

Year 4--Due in 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4,500	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 6,750.00	USD 0.00	USD 6,750.00
75	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 49,500.00	USD 0.00	USD 49,500.00
1,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4--Due in 2019 Tax Amount:						USD 3,960.00
Year 4--Due in 2019 Net Amount Due Including Taxes:						USD 60,210.00

Year 5--Due in 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
75	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 49,500.00	USD 0.00	USD 49,500.00
1,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
4,500	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 6,750.00	USD 0.00	USD 6,750.00

Year 5--Due in 2020 Tax Amount:	USD 4,236.48
Year 5--Due in 2020 Net Amount Due Including Taxes:	USD 63,942.48

Subtotal	USD 344,850.00
Estimated Shipping & Handling Cost	USD 687.06
Estimated Tax	USD 23,688.02
Grand Total	USD 369,225.08

Complimentary Evidence.com Tier Upgrade Through 3/31/2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until March 31, 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In April 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet with expected delivery between February 1, 2016 and February 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to Dan Hilderman at dhilderman@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
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 Approved as to form _____
Deputy City Attorney

By clicking the "I Agree" button or using the Evidence.com™ Services you agree that you have read and understand this Agreement and you accept and agree to be bound by the following terms and conditions. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not use the Service Offerings. If you disagree with any of the terms below, we do not grant you the right to use the Service Offerings and you should click "Cancel" to exit the installer and immediately discontinue all use of the Service Offerings.

TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**) agree to all terms of the Agreement effective on the date you first agreed to this Agreement or first began using the Service Offerings (**Effective Date**).

1 Access Rights. Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term ("Term"). This is not a data sharing agreement. We do not continuously audit, inspect, or monitor individual agency content or Your Content. You are not intending to waive or diminish any privacy interests by your use of the Evidence.com Services. The Evidence.com Services and data storage are subject to usage limits, including, for example, the quantities specified in quotes, order forms and purchase orders. Unless otherwise specified, (a) a quantity in a quote, order form or purchase order refers to end users, and the Evidence.com Service may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Evidence.com Service. You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.

2 You Own Your Content. You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.

3 Evidence.com Data Security.

3.1 Generally. We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.

3.2 FBI CJIS Security Addendum. For customers based in the United States, we agree to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement. Upon request we will provide a signed CJIS Security Addendum Certification for each authorized employee to you or, if it exists, a statewide repository for such documentation.

4 Our Support. We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

5 Data Privacy. We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6 Data Storage. We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.

7 Fees and Payment. Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term; except in the case of the Public Agency Optional Licenses described in Section 8.1. Additional

end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

8 Optional Subscription License Tiers. This Section 8 applies to the optional subscription licenses listed below. You may elect to be billed upfront or annually for these optional subscription licenses, and that election will be reflected on your quote. The optional subscription license prices do not include the purchase price of any hardware or data storage of other data files generated from non-Axon cameras or the Evidence Mobile App. If the optional subscription license is terminated early, no refunds or credits will be given. This Section 8 does not apply if you do not purchase any of the Optional Subscription License Tiers.

8.1 Public Agency Optional Licenses. Each of the optional subscription licenses in this Section 8.1 must be purchased at the point of sale of the hardware. Any hardware provided under the optional subscription licenses is subject to TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* available at <https://www.taser.com/legal>.

8.1.1 Evidence.com Ultimate License. Each Evidence.com Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and TAP for the Axon camera. TASER's current Sales Terms and Conditions for the Axon Flex® and Axon Body Cameras TASER Assurance Plan (U.S. Only) (TAP) are available at <https://www.taser.com/legal>.

8.1.2 Evidence.com Unlimited License. Each Evidence.com Unlimited License includes the benefits of the Evidence.com Ultimate License and unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services. You must implement a data retention schedule in the Evidence.com Services for the management of Your Content stored in the Evidence.com Services to qualify for the Evidence.com Unlimited License. We reserve the right, in our sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access. The Evidence.com Unlimited License must be purchased for a 3- or 5-year term.

8.1.3 Officer Safety Plan. The Officer Safety Plan includes all the benefits of the Evidence.com Unlimited License, TAP for the Evidence.com Dock, one TASER brand conducted electrical weapon (CEW) with a 4-year extended warranty, one CEW battery, and one CEW holster of your choice. At any time during the Officer Safety Plan term you may choose to receive the CEW, battery and holster by providing a \$0 purchase order (orders may take 4–6 weeks to process). At the time you elect to receive the CEW, you may choose from any CEW model currently offered by us. The Officer Safety Plan must be purchased for a 5-year term. If the Officer Safety Plan is terminated before the end of the term and you did not receive your CEW, battery and holster then we will not and have no obligation to provide these items or a credit under the Officer Safety Plan. If the Officer Safety Plan is terminated before the end of the term and after you receive your CEW, battery and holster then then: (a) you will be invoiced for the remainder of the MSRP for the CEW, battery, and holster not already paid as part of the Officer Safety Plan before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.

8.2 Prosecutor Licenses. Each Prosecutor Standard License and Prosecutor Professional License includes unlimited data storage for Axon camera and Evidence Mobile generated data shared through the Evidence.com Services. You must implement a data retention schedule for the storage of relevant evidence and case related data in the Evidence.com Services for the management of Your Content stored in the Evidence.com Services to qualify for the Evidence.com Prosecutor Standard License or Prosecutor Professional License. We reserve the right, in our sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.

9 Suspension of Evidence.com Services. We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:

9.1 Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

9.2 You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or

9.3 You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

9.4 If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

10 Term.

10.1 Subscription Term. The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed quote or purchase order and will remain in effect for the subscription Term agreed to in the quote or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the

Term begins on the 15th of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the invoice date of the initial invoice containing the licenses. If the quote or purchase agreement contains multiple hardware shipments, the start date of the agreement is based upon the first hardware shipment, and the services related to the remaining shipments will be pre-terminated and co-terminated with the initial start date. This Agreement automatically renews for additional successive Terms of one (1) year each after the completion of your initial Term at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.

10.2 Free Trial Term. If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period (**Trial Term**). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

10.3 Free Evidence.com Lite Account. If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (**CEW**) firing logs and TASER CAM data.

11 Termination.

11.1 Termination for Cause.

11.1.1 By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

11.1.2 By Agency. You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section (11.1.2) at least 90 days prior to the end of the then current fiscal year.

11.2 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5–7, 12, 13 (except the license granted to you in Section 13), 14, and 16–20 will continue to apply in accordance with their terms.

12 Return of Your Content.

12.1 During the Term. You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

12.2 After Termination. We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

12.3 Post-Termination Assistance. We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

13 IP Rights. We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

14 License Restrictions. Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features,

functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

15 Third-Party Products and Services. No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data or Your Content between you and any third-party provider, is solely between you and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or services. We are not responsible for examining or evaluating the content or accuracy of third-party products or services and we do not warrant and will not have any liability or responsibility for any third-party products or services, or for any other materials, products, or services of third parties. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

16 Representations by You. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term; and (e) you are responsible for (i) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any of your end users, and (v) a dispute between you and any third-party over your collection or use of Your Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this Section 16.

17 Our Warranty. We warrant that the Evidence.com Services (a) will perform materially in accordance with the Documentation, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 17, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. You are solely responsible for: (a) all data before it is uploaded to the Evidence.com Services; (b) configuring and setting up any hardware or networks that you connect to the Evidence.com Services; (c) your networks and how they may interact with the hardware, software, or Evidence.com Services; and (d) any security settings you establish to interact with or on the Evidence.com Services. We disclaim any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

18 Indemnification by Us. We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them,

save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

19 **Limitations of Liability.** WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

20 **Miscellaneous.**

20.1 **Definitions.**

20.1.1 **"Evidence.com Services"** means our web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

20.1.2 **"Your Content"** means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.

20.1.3 **"Documentation"** means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.

20.1.4 **"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

20.1.5 **"Policies"** means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

20.2 **Confidentiality.** Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during



Evidence.com Master Service Agreement

the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

20.3 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

20.4 Independent Contractors. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

20.5 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

20.6 Non-discrimination and Equal Opportunity. During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

20.7 U.S. Government Rights. The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

20.8 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

20.9 Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

20.10 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

20.11 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

20.12 Governing Law; Venue. The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

20.13 Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and taxable costs.

20.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

20.14.1 To You. We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency Evidence.com site; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your Evidence.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

20.14.2 To Us. To give us notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.



Evidence.com Master Service Agreement

20.15 Entire Agreement. This Agreement, including the Policies and the quote provided by TASER, is the entire agreement between you and TASER regarding the Evidence.com Services. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features of the Evidence.com Services. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

20.16 Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

20.17 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

20.18 Counterparts. If this Agreement form requires the signatures of the parties, then this Agreement may be executed in multiple counterparts, each of which is considered an original. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of the document as if the original had been received.

[Document revised 8-5-2015]

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**TASER International, Inc.'s Sales Terms and Conditions for the
Evidence.com Dock and AXON flex™ and AXON body Cameras TASER Assurance Plan (U.S. Only)
(Effective May 15, 2015)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® Evidence.com Dock ("Dock"), AXON flex™ camera/AXON body camera, related accessories, and the TASER Assurance Plan ("TAP").¹ The products and TAP are expressly subject to and conditioned upon the Terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in a purchase order or another communication, are expressly objected to and will not be binding on TASER.

TASER Assurance Plan (TAP). TAP may be purchased as part of the Evidence.com Ultimate License ("Ultimate License"), Evidence.com Unlimited License ("Unlimited License"), Officer Safety Plan ("OSP"), or on a standalone basis. If TAP is purchased on a standalone basis, TAP's purchase price does not include any initial hardware, software and the Evidence.com services must be purchased separately. TAP provides you with hardware extended warranty coverage, Spare Products (for AXON cameras), and Upgrade Models at the end of the TAP Term. TAP only applies to the AXON flex camera and controller, AXON body camera, or Dock, depending on the plan purchased. TAP does not apply to software or services offered for, by, on, or through the TASER.com or Evidence.com websites.

To qualify to purchase TAP, you must either purchase: (a) Ultimate or Unlimited Licenses for a 3-year term; (b) OSP for a 5-year term; or (c) standalone TAP and Evidence.com services for at least 3 years.

You may not buy more than one TAP for any one AXON camera or Dock product. TAP must be purchased for all AXON cameras/Docks purchased by your agency after your agency elects to participate in TAP.

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at www.TASER.com ("Hardware Warranty"). TAP includes the extended warranty coverage described in the current Hardware Warranty. TAP for the AXON camera products also includes free replacement of the AXON flex controller battery and AXON body battery during the TAP Term.² TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the AXON camera/Dock product.

SPARE AXON cameras. For TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) (collectively the "Spare

Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.

TAP Upgrade Models. Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of Evidence.com services/Ultimate Licenses/Unlimited Licenses and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of Evidence.com services/Ultimate Licenses/Unlimited Licenses/OSP and made all TAP payments. Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the AXON camera products you are keeping. You may buy a new TAP for any Upgraded Model.

TAP AXON Camera Upgrade Models. If you purchased TAP as a stand-alone service, then TASER will upgrade the AXON camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

If you purchased Ultimate License, Unlimited License or OSP, then TASER will upgrade the AXON camera (and controller if

¹ These terms apply when you purchase TAP as a stand-alone service for AXON camera products or Docks or as part of the Ultimate License, Unlimited License or OSP. The Ultimate and Unlimited Licenses do not include TAP coverage for Docks. The OSP does include TAP coverage

for Docks.

² Applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty.

**TASER International, Inc.'s Sales Terms and Conditions for the
Evidence.com Dock and AXON flex™ and AXON body Cameras TASER Assurance Plan (U.S. Only)
(Effective May 15, 2015)**

applicable), free of charge, with a new on-officer video camera of your choice.

TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

TAP Term. The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

TAP Termination. If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding AXON product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of termination and no refunds will be given.
2. TASER will not and has no obligation to provide the free Upgrade Models.
3. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any

future TAP.

TAP Payment Terms. TAP may only be purchased at the point of sale. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the Term start date. If multiple purchases of AXON camera products/Docks have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

Sales Terms. TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers, located at <https://www.taser.com/legal>, are also applicable to your purchase.

No Assignment. You may not assign the TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

Entire Agreement. These Terms, along with the quote, sales order acknowledgement, Sales Terms and Conditions for Direct Sales to End User Purchasers, and the applicable product warranty, license and service agreements, constitute the entire agreement between the parties for the purchase of the AXON camera/Dock products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

AXON flex is a trademark of TASER International, Inc., and TASER and  are registered trademarks of TASER International, Inc., registered in the U.S. © 2015 TASER International, Inc. All rights reserved.



Professional Services Agreement

BY ORDERING OR ACCEPTING PROFESSIONAL SERVICES FROM TASER INTERNATIONAL, INC. (TASER) YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not order or accept the Professional Services. In consideration of the mutual promises contained in this Agreement, the parties agree to all terms of the Agreement effective as of the date you signed the Quote or submit your purchase order, whichever is first (**Effective Date**).

Terms and Conditions

This Professional Services Agreement (**Agreement**) is an agreement between TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**). This Agreement contains the terms and conditions that govern our provision of Professional Services (**Services**)

1. Term.

The term of this Agreement commences on the Effective Date. The actual work to be performed by us is not authorized to begin until we receive the signed Quote or your purchase order, whichever is first. Amounts pre-paid for Services will expire within 6 months of the Effective Date; therefore all Services must be completed within that time period.

2. Scope of Services. The project scope will consist of the Services identified on your Quote.

- a. The Full-Service Package and Starter Package for the Axon and Evidence.com related Services are detailed below:

Description of the Axon Service Packages		
	Full-Service Package	Starter Package
System set up and configuration Setup Axon Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install Evidence Sync software on locked-down computers (if applicable).	1 on-site session	virtual assistance
Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.	on-site assistance	virtual assistance
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.	✓	✓
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in	✓	✓



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Description of the Axon Service Packages		
	Full-Service Package	Starter Package
length.		
<p>Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals to other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.</p>	✓	
<p>System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.</p>	✓	
<p>Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.</p>	training for up to 5 individuals at the Agency	training for up to 2 individuals at the Agency
<p>End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and Evidence Sync.</p>	6 on-site sessions	3 on-site sessions
<p>Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>	✓	✓
Post go live review session	on-site assistance	virtual assistance

b. The Full-Service Package and Starter Package for the CEW related Services are detailed below:

Description of the CEW Service Packages		
	Full-Service Package	Starter Package
<p>System set up and configuration Configure Evidence.com categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com. Work with IT to install Evidence Sync software on locked-down computers (if applicable). Register users and assign roles in Evidence.com.</p>	1 on-site session	virtual assistance
<p>Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>	✓	✓



Professional Services Agreement

Description of the CEW Service Packages		
	Full-Service Package	Starter Package
Best practice implementation planning session to: Provide considerations for establishment of CEW policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata for organization purposes and other best practice for digital data management. Provide referrals to other agencies using the TASER CEW products and Evidence.com services.	on-site assistance	virtual assistance
System Admin and troubleshooting training sessions On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.	✓	✓
Instructor training TASER's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs.	training for up to 3 individuals at the Agency	training for up to 1 individual at the Agency
TASER CEW inspection and device assignment TASER's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.	✓	✓
Annual TASER CEW inspection and firmware update TASER's on-site professional services team will perform an annual TASER CEW inspection to ensure good working condition and perform any necessary firmware updates for 5 years after the date of the purchase of the Professional Service.	✓	
Post go live review session	on-site assistance	virtual assistance

c. Initial TASER CEW Instructor Certification Services:

For a separate fee as set forth in your Quote, TASER Certified Master Instructor(s) will provide a two-day, CEW-specific basic TASER Instructor certification course in compliance with the most recent version of TASER International's Training Curriculum and Training Materials License Agreement. One service provides training for up to 10 individuals at the agency.

d. Additional training days may be added on to any Axon or CEW Service Package for additional fees set forth in your Quote.

3. **Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

4. Delivery of Services.

a. **Hours and Travel.** Our personnel, independent contractors, or consultants will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel, independent contractors, or consultants to your premises will not be charged as work hours performed.

b. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling

change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.

c. Delays. If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.

d. Performance Warranty. We warrant that we will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, you must provide us with written notice and details of the alleged non-complying Services within 7 calendar days after completion of the Services involved. After determination by us that the Services were not in conformance to the requirements and specifications, we will re-perform the non-complying Services at no additional cost.

5. Your Responsibilities. Our successful performance of the Services depends upon your:

- a. Making available your relevant systems for assessment by us prior to our arrival at the Installation Site;
- b. Ensuring that prior to our arrival at the Installation Site that your network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;
- c. Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to our performance of the Services prior to our arrival at the Installation Site;
- d. Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the Services);
- e. Providing suitable workspace with telephone and Internet access for our personnel, independent contractors, or consultants while working at the Installation Site and in your facilities;
- f. Timely implementation of operating procedures, audit controls, and other procedures necessary for your intended use of the Products;
- g. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for us to provide the Services;
- h. Promptly installing and implementing any and all software updates provided by us;
- i. Ensuring that all appropriate data backups are performed;
- j. Providing to us the assistance, participation, review and approvals and participating in testing of the Products as requested by us;
- k. Providing us with remote access to your Evidence.com account when required for us to perform the Services;
- l. Designating a representative who will be the main point of contact for all communication with us and who has the authority to act on your behalf in matters regarding the performance of the Services;
- m. Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the Term (these contacts are to provide background information and clarification of information required to perform the Services);
- n. Instructing your personnel so that they are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and
- o. Identifying in advance any holidays, non-work days, or major events that may impact the project.

6. Authorization to Access Computer Systems to Perform Services. You authorize us, our independent contractors, or consultants to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by you.

7. Site Preparation and Installation. Prior to delivering any Services, we will provide you with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.

8. Acceptance Checklist. We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.

9. Liability for Loss or Corruption of Data. The parties' default obligations concerning the liability for any loss or corruption of data under this Agreement are as follows:

a. You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence.

b. If, as a direct result of our negligence in performing the Services, your software or data is damaged, lost, or corrupted, we will assist you in loading the media (e.g., tape) in which you stored the backup copy of your software or data onto the server, mainframe, or other computer system to which your software or data is to be restored. The assistance provided by us may consist of telephone support to your personnel performing the software or data restoration. However, our assistance is conditioned upon TASER being notified by you within 24 hours of you becoming aware that your software or data has been damaged, lost, or corrupted as a direct result of our negligence in performing the Services. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event will we be liable for loss of, damage to, or corruption of your data from any cause.

c. The section does not apply to your data stored on Evidence.com and covered by the Evidence.com Master Service Agreement.

10. Indemnification and Limitation of Liability. Except to the extent caused by the negligent acts or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. WE DO NOT MAKE AND HEREBY DISCLAIM, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS AGREEMENT FOR THE SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS YOUR OBLIGATIONS UNDER SECTIONS 1 AND 2.

11. Insurance. We will maintain at our own expense and in effect during the Term, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance upon your request:

- a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury;
- b. Workers' Compensation Insurance in compliance with the statutory requirements of the state in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit; and
- c. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which we may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

12. General.

- a. **Non-Discriminatory Employment.** We will not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, or condition of disability. We understand and agree that we are bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes.
- b. **Notifications.** Any notice permitted or required under this Agreement will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this Agreement.
- c. **Independent Contractors; Non-Exclusive Rights.** The parties are independent contractors, and neither party, nor any of their respective affiliates, contractors, or consultants, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.
- d. **Entire Agreement; Modification.** This Agreement, including the Quote and TASER's Sales Terms and Conditions for Direct Sales to All, located at <https://www.taser.com/legal>, constitute the entire agreement between the parties for the Professional Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our provision of the Professional Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. All headings are for reference purposes only and must not affect the interpretation of the Agreement.
- e. **Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of the provision nor limit the party's right to enforce the provision at a later time.
- f. **Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to consider this Agreement, to consult with counsel, and fully understand the Agreement.
- g. **No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

13. Definitions.

"Installation Site" means the location(s) where the Products are to be installed.

"Products" means all equipment, software, cloud based services, Product User Documentation and software maintenance releases and updates provided by us under this Agreement.

"Product User Documentation" means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Services" means the professional services provided by us pursuant to this Agreement.

[Document Revised 08-11-2015]

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RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE PURCHASE OF TASER BODY
CAMERAS FOR THE LODI POLICE DEPARTMENT,
APPROVING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE TASER ASSURANCE PROGRAM
SERVICE AGREEMENT ON BEHALF OF THE CITY OF
LODI, AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, over the last several years, law enforcement agencies have been increasingly turning to video cameras to capture events to protect both citizens and law enforcement personnel; and

WHEREAS, the Lodi Police Department has extensively researched and evaluated several body cameras over the past year and has found that the TASER body camera program provides a complete package; and

WHEREAS, a five-year contract with TASER includes the TASER Assurance Program, which provides the Police Department new equipment at the two-year mark and potentially the five-year mark, if the department chooses to continue the contract, allowing the department to upgrade to the newest technology; and

WHEREAS, the use of body-worn cameras by law enforcement will improve communication; streamline case management with file sharing; and enhance criminal investigations resulting, in favorable prosecution outcomes; and

WHEREAS, there will be a marked improvement in officer safety, while protecting officers from false complaints and ensuring accountability of both police officers and citizens.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of TASER body cameras for the Lodi Police Department; and

BE IT FURTHER RESOLVED that the City Council does hereby approve and authorize the City Manager to execute the TASER Assurance Program Service Agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that funds in the amount of \$20,233 is hereby appropriated for this purchase.

Dated: December 16, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Animal Shelter Interior Improvements to BRM Construction, of Hollister (\$56,150), and Appropriating Funds (\$10,000)

MEETING DATE: December 16, 2015

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Animal Shelter Interior Improvements to BRM Construction, of Hollister, in the amount of \$56,150, and appropriating funds, in the amount of \$10,000.

BACKGROUND INFORMATION: This project provides interior building repairs to the Animal Shelter facility at 1345 West Kettleman Lane. Over the past few years, staff has struggled with rodent infestations. The rodent issue is now under control, however, the multiple infestations and subsequent mitigations has resulted in significant odor issues. This project will consist of removing and replacing the existing gypsum board walls, ceiling, ceiling insulation and interior painting. Removing the insulation and waste should greatly reduce the odor problems in the facility.

Plans and specifications for this project were approved on October 21, 2015. The City received the following two bids for this project on November 24, 2015.

Bidder	Location	Bid
BRM Construction	Hollister	\$56,150.00
Diede Construction, Inc.	Woodbridge	\$67,786.00

Part of the project is included in the FY 2015/16 budget for \$50,000. The additional appropriation of \$10,000 and diversion of \$10,000 (\$70,000 total) covers the contract, engineering, inspection, and project contingencies.

FISCAL IMPACT: The project will have a minimal savings on continued maintenance. A portion of the General Fund Capital Budget used on this project is being diverted from an awning replacement project (\$10,000) that will be reprogrammed in a future budget cycle.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE:	General Fund Capital (43199000).
	Original appropriation \$50,000
	Appropriation requested \$10,000
	Appropriation diverted <u>\$10,000</u>
	TOTAL \$70,000

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
CES/SN/tdb
Attachment

**ANIMAL SHELTER INTERIOR IMPROVEMENTS
1345 West Kettleman Lane**

CONTRACT

CITY OF LODI, CALIFORNIA

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

W I T N E S S E T H :

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

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

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

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

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

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

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

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

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

The work generally consists of removing and replacing the interior drywall, ceiling insulation, paint, and other incidental and related work, all as shown on the plans and specifications for the above project and/or as necessary to complete the project.

For additional contract item descriptions refer to Section 6-07 "Description of Bid Items".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	Remove Existing Drywall and Insulation	LS	1	\$22,660	\$22,660
2.	Install New Drywall and Insulation	LS	1	\$20,000	\$20,000
3.	Texture and Paint New Drywall	LS	1	\$13,490	\$13,490

TOTAL \$56,150

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **21 CALENDAR DAYS**.

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

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

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

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

CONTRACTOR:

CITY OF LODI

By: _____

Stephen Schwabauer
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

Janice D. Magdich
City Attorney



1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	12/4/2015
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	431		32205	Fund Balance	\$ 10,000.00
B. USE OF FINANCING	431	43199000	77020	General Fund Capital Projects	\$ 10,000.00

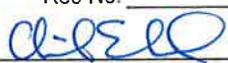
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

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

Contract with BRM Construction for the Animal Shelter Interior Improvements project.

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

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

Department Head Signature: 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
---	------

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR THE ANIMAL SHELTER INTERIOR IMPROVEMENTS TO BRM CONSTRUCTION, OF HOLLISTER, AND APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 24, 2015, at 11:00 a.m., for the Animal Shelter Interior Improvements Project, described in the plans and specifications therefore approved by the City Council on October 21, 2015; and

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

Bidder	Bid
BRM Construction	\$56,150
Diede Construction, Inc.	\$67,786

WHEREAS, funding for this project will be as follows:

\$50,000	FY 2015/16 Budget
\$10,000	Requested Appropriation
<u>\$10,000</u>	Diversion from Awning Project
\$70,000	Total Project Cost covering contract cost, engineering, inspection, and project contingencies.

WHEREAS, funds in the amount of \$10,000 are currently earmarked for an awning project that will be diverted to the Animal Shelter Interior Improvements Project; and

WHEREAS, staff recommends that the City Council award the contract for the Animal Shelter Interior Improvements Project to the lowest bidder, BRM Construction, in the amount of \$56,150; and

WHEREAS, staff further recommends that additional funds in the amount of \$10,000 be appropriated from General Fund Capital for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Animal Shelter Interior Improvements Project to the lowest bidder, BRM Construction, of Hollister, California, in the amount of \$56,150; and

BE IT FURTHER RESOLVED that the City Council does hereby appropriate funds in the amount of \$10,000 from the General Fund Capital account for this project; and

BE IT FURTHER RESOLVED that funds in the amount of \$10,000, originally earmarked for an awning project, be diverted to the Animal Shelter Interior Improvements Project.

Dated: December 16, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

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

JENNIFER M. FERRAILO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Water Well Abandonment Project to Hedman Drilling, Inc., of Sacramento (\$80,000), and Appropriating Funds (\$48,000)

MEETING DATE: December 16, 2015

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Water Well Abandonment Project to Hedman Drilling, Inc., of Sacramento, in the amount of \$80,000, and appropriating funds in the amount of \$48,000.

BACKGROUND INFORMATION: Well No. 3 is located in a downtown alley at 219 South School Street (Exhibit A). The City-owned site is approximately 1,730 square feet and is surrounded by parking lots. The well was destructed (filled with cement grout) in 2002 but various pieces of equipment and fencing remain on-site. This element of the project (funded from Water Capital) will remove the remaining equipment and fencing as this site is being considered for future abandonment.

Well No. 10R is located at 17700 North Guild Avenue, east of the California Traction Company railroad tracks (Exhibit B). The site is approximately 3,600 square feet and is surrounded by farmland. The well has been out of service since 1992 due to a persistent water-quality problem. This project (funded from Water Capital) will remove remaining equipment and destruct the well per San Joaquin County Health Department requirements. The site will be restored to pre-project conditions as this site is also being considered for future abandonment.

There are three irrigation wells located at the White Slough Water Pollution Control Facility (WSWPCF) (Exhibit C). These wells are no longer in use and will be destructed per the San Joaquin County Health Department requirements. All pumping equipment has been removed from the sites. This project (funded from Wastewater Capital) will restore the sites to pre-project conditions. Since these sites are located on the WSWPCF property, no abandonment is being considered.

This project consists of abandoning five water well sites, destructing four water wells, and other incidental and related work, all as shown on the plans and specifications for the above project. Two of the well sites are located in town and the remaining three well sites are located at the WSWPCF.

Plans and specifications for this project were approved on October 21, 2015. The City received the following three bids for this project on November 12, 2015.

Bidder	Location	Bid
Engineer's Estimate		\$41,500.00
Hedman Drilling, Inc.	Sacramento	\$80,000.00
ABC Liovin Drilling	Signal Hill	\$93,900.00
Fox Loomis, Inc.	Sacramento	\$98,900.00

APPROVED: _____
Stephen Schwabauer, City Manager

The bid prices are substantially more than the engineer's estimate. The increased prices are a result of the high demand for well drilling services due to the statewide drought conditions. The bid results remain competitive and Staff recommends awarding the contract to Hedman Drilling, Inc., of Sacramento, in the amount \$80,000.

Total project cost of \$105,000 will cover the contract cost and contingencies, as well as engineering and inspection for the project.

FISCAL IMPACT: This project will have a negligible fiscal impact to the Water and Wastewater utilities.

FUNDING AVAILABLE: Water Capital Fund (561) included in Fiscal Year 2015/16 \$ 57,000

Appropriation needed:
Wastewater Capital Fund (531) \$ 48,000
\$105,000

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Lyman Chang/Interim City Engineer/Deputy Public Works Director
CES/LC/trb
Attachments

cc: Utilities Superintendent
Hedman Drilling, Inc.
Rebecca Areida-Yadav/Management Analyst



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A Well 3 Abandonment 219 S School





CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT B
Well 10R Abandonment
17700 N Guild Ave





LEGEND

-  Inactive Irrigation Well
-  Approximate White Slough Water Pollution Control Facility Property Boundary

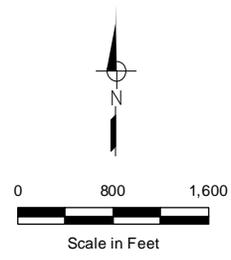


EXHIBIT C

**City of Lodi
White Slough WPCF
Irrigation Well Destructions**



Service Layer Credits: Copyright: © 2013 National Geographic Society

WELL DESTRUCTION LOCATIONS

**WATER WELL ABANDONMENT PROJECT
VARIOUS LOCATIONS**

CONTRACT

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

Notice Inviting Bids	The 2010 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

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

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

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

Perform the work necessary to abandon five water well sites, destruct four water wells in accordance to San Joaquin County Standards, and other incidental and related work, all as shown on the plans and specifications for "Water Well Abandonment Project".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization and Demobilization	LS		\$5,000	\$5,000
2.	Destruct Water Well 10R	LS		\$28,000	\$28,000
3.	Destruct Three Irrigation Water Wells	LS		\$35,000	\$35,000
4.	Abandon Well 3 Site	LS		\$6,000	\$6,000
5.	Abandon Well 10R Site	LS		\$6,000	\$6,000
				TOTAL	\$80,000

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 30 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **100 CALENDAR DAYS**.

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

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

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

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

CONTRACTOR:

CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

JENNIFER M. FERRAIOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR THE WATER WELL ABANDONMENT PROJECT TO HEDMAN DRILLING, INC., OF SACRAMENTO, AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 12, 2015, at 11:00 a.m., for the Water Well Abandonment Project, described in the plans and specifications approved by the City Council on October 21, 2015; and

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

Bidder	Bid
Hedman Drilling, Inc.	\$80,000
ABC Liovin Drilling	\$93,900
Fox Loomis, Inc.	\$98,900

WHEREAS, funding for this project will be as follows:

\$57,000	Water Capital Funds (561) FY 2015/16 budget
<u>\$48,000</u>	Water Capital Funds (531) – requested appropriation
\$105,000	Total Project Cost covering contract cost, contingencies, Engineering and inspection costs

WHEREAS, staff recommends that the City Council award the contract for the Water Well Abandonment Project to the lowest bidder, Hedman Drilling, Inc., of Sacramento, in the amount of \$80,000; and

WHEREAS, staff further recommends that the City Council appropriate \$48,000 from the Water Capital Fund (531) for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Water Well Abandonment Project to the lowest bidder, Hedman Drilling, Inc., of Sacramento, California, in an amount not to exceed \$80,000; and

BE IT FURTHER RESOLVED that the City Council does hereby appropriate funds in the amount of \$48,000 for this project from the Water Capital Fund (531); and

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

Dated: December 16, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Well 10C Rehabilitation Project to Zim Industries, Inc., of Fresno (\$110,385)

MEETING DATE: December 16, 2015

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Well 10C Rehabilitation Project to Zim Industries, Inc., of Fresno, in the amount of \$110,385.

BACKGROUND INFORMATION: Well 10C is located at 790 North Guild Avenue. Preliminary video inspection performed in 2013 indicated severe encrustation on the well casing and well screens. The video also revealed more than 40 feet of silty type material at the bottom of the well.

This project consists of performing video inspection of the water well, cleaning the well casing, inspecting and rebuilding the existing deep well turbine pump equipment, and other incidental and related work as shown on the plans and specifications for the project. The water well is needed to supplement peak hour demand and fire flows in the industrial area east of Highway 99.

Plans and specifications for this project were approved on August 19, 2015. The project was publicly advertised, however, no bids were received on the bid date of September 16, 2015. The project was publicly advertised for the second time on October 7, 2015, and again, no bids were received. Staff has contacted multiple plan holders and was advised that due to the statewide drought conditions, drilling companies are generally too busy to submit bids.

Section 20166 of the California Public Contract Code states that "If no bids are received, the legislative body may have the project done without further complying with this chapter."

Staff contacted Layne Christensen Company and Zim Industries, Inc., to request informal quotes based on the original plans and specifications. Both companies are qualified to perform this work and each have performed similar services on City well sites. Staff received the following quotes:

Zim Industries, Inc.	\$110,385
Layne Christensen Company	\$126,140

Staff recommends awarding the contract to Zim Industries, Inc., of Fresno, in the amount of \$110,385.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Fiscal impact will be negligible.

FUNDING AVAILABLE: Budgeted in Fiscal Year 2015/16 Water Capital (561)

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Lyman Chang, Interim City Engineer/Deputy Public Works Director
CES/LC/tdb
Attachment

Cc: Utility Superintendent
Zim Industries, Inc.
Rebecca Areida-Yadav/Management Analyst

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Perform the work necessary to perform video inspection of the water well, clean the well casing with mechanic and chemical methods, rehabilitate the well to restore capacity, inspect and rebuild the existing deep well turbine well pump equipment, and other incidental and related work, all as shown on the plans and specifications for "Well 10C Rehabilitation Project".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization / Demobilization	LS	1	\$28,500	\$28,500
2.	Rehabilitate Well	LS	1	\$23,100	\$23,100
3.	Video Inspection	LS	1	\$1,200	\$1,200
4.	Well Development	LS	1	\$18,600	\$18,600
5.	Additional Well Development	HR	8	\$350	\$2,800
6.	Rebuild Pump	LS	1	\$6,500	\$6,500
7.	Rebuild Discharge Head	LS	1	\$1,400	\$1,400
8.	Install 10-inch Pump Column and Shaft	LF	200	\$135	\$27,000

9.	Replace Pump Strainer	LS	1	\$935	\$935
10.	2 – Year Maintenance Bond	LS	1	\$350	\$350

TOTAL \$110,385

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 60 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **180 CALENDAR DAYS**.

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

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

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

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

CONTRACTOR:

CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

JENNIFER M. FERRAIOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney 

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY
COUNCIL AWARDING THE CONTRACT FOR
THE WELL 10C REHABILITATION PROJECT
TO ZIM INDUSTRIES, INC., OF FRESNO

=====

WHEREAS, plans and specifications for Well 10C Rehabilitation Project were approved on August 19, 2015, and no bids were received on the bid dates of September 16, 2015, and October 7, 2015; and

WHEREAS, Section 20166 of the California Public Contract Code states that, "If no bids are received, the legislative body may have the project done without further complying with this chapter;" and

WHEREAS, informal quotes were received as follows:

Zim Industries, Inc.	\$110,385
Layne Christensen Company	\$126,140

WHEREAS, staff recommends that the City Council award the contract for the Well 10C Rehabilitation Project to Zim Industries, Inc., of Fresno, in the amount of \$110,385.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Well 10C Rehabilitation Project to Zim Industries, Inc., of Fresno, California, in the amount of \$110,385.

Dated: December 16, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2015-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement for Lodi Electric Utility Strategic Planning Consulting and Facilitation with Hometown Connections International, LLC, of Lakewood, Colorado (\$104,000)

MEETING DATE: December 16, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement for Lodi Electric Utility Strategic Planning Consulting and Facilitation with Hometown Connections International, LLC, of Lakewood, Colorado in an amount not to exceed \$104,000.

BACKGROUND INFORMATION: The Lodi Electric Utility (LEU) recently completed an Organization Checkup with Hometown Connections International, LLC, the utility services subsidiary of the American Public Power Association.

Hometown Connections consultants met with City staff from various departments to assess the health of the utility, relative to public power benchmarks, in the following areas:

- Customer Service – satisfaction, service and interests
- Community Outreach and Communications – how information is conveyed/gathered between utility and customers, role of the utility in the community and media relations
- Utility Programs – the range and relevance of programming designed around the needs of all or segments of utility customers
- Power Supply and Risk Management – ability to provide long-term, reliable energy with minimum price volatility
- Distribution Operations – planning and operations for system reliability and efficiency
- Employee Safety – training and performance
- Governance – decision making responsibilities and relationships
- Strategic Planning – strategic planning, goals and resources
- Rates – policies and performance
- Administration, Accounting and Finance – budgeting, reserves, costs and earnings
- Technology – use of technology to run the utility and better serve customers
- Human Resources – skills needed to perform the above organizational functions, staffing levels and labor agreements

The results of the Organizational Checkup will be used as a starting point for a strategic planning process that would include input from the City Council as well as the LEU customer-owners. Given the familiarity that Hometown Connections has with LEU as a result of the Organizational Checkup, staff recommends utilizing Hometown Connections for strategic planning and facilitation services. Their proposal includes a

APPROVED: _____
Stephen Schwabauer, City Manager

customer engagement service performed by Hometown's market research partner, GreatBlue Research. See the attached proposals for more details relating to the strategic planning, facilitation and customer engagement services.

FISCAL IMPACT: Funding will be absorbed within existing appropriations.

FUNDING AVAILABLE: Included in FY2015/16 Budget Account No. 50060001.72450.

Jordan Ayers
Deputy City Manager/Internal Service Director

Elizabeth A. Kirkley
Electric Utility Director

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and HOMETOWN CONNECTIONS INTERNATIONAL, LLC (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Lodi Electric Utility Strategic Planning (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

With the exception of Great Blue Research, Inc., for the services described in Exhibit A, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement, unless prior written approval of City is obtained.

Section 2.6 Term

The term of this Agreement commences on January 1, 2016 and terminates upon the completion of the Scope of Services or on December 31, 2016, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Elizabeth A. Kirkley, Electric Utility Director

To CONTRACTOR: Hometown Connections International, LLC
12081 West Alameda Parkway, #464
Lakewood, CO 80028
Attn: Tim Blodgett, President and CEO

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

Hometown Connections International, LLC

By: _____


By: _____
Name: Tim Blodgett
Title: President and CEO

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

Funding Source: 50060001.72450
(Business Unit & Account No.)

Doc ID:

CA:Rev.12.2015

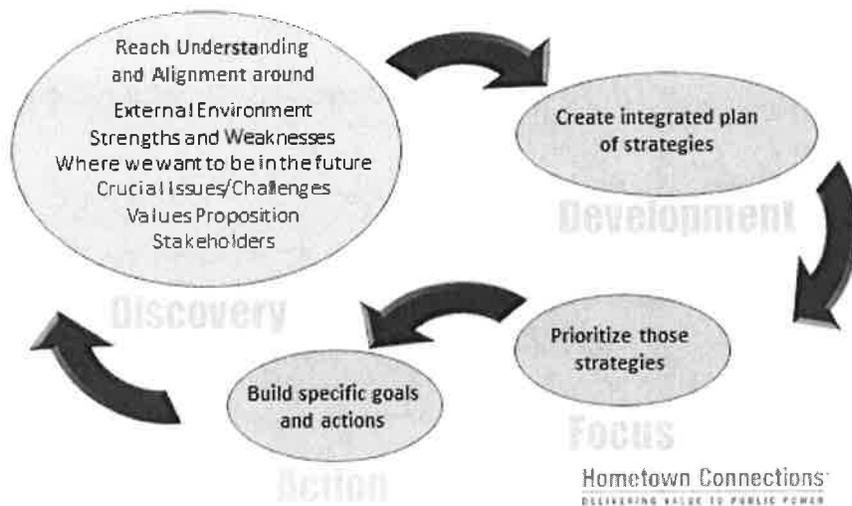
Exhibit A – Scope of Work Proposal to Lodi Electric for Strategic Planning Consulting and Facilitation

HOMETOWN CONNECTIONS ROLE

The role of Hometown Connections to Lodi Electric is primarily that of training and facilitation. Although we provide observations and input based on our industry knowledge and experience, Hometown Connections is not, and should not be an expert on the conditions, priorities and needs of Lodi Electric and its customers. Our main value in the strategic planning process is *training* and *facilitation* of boards and staff on how to effectively utilize a strategic planning process. We facilitate the implementation of this process by leading our clients through the deliberation, prioritization and ultimately development of a strategic plan. This facilitation begins with broad conversations among the governing board and staff, and focuses efforts on key priorities, goals and finally action items, including the development and tracking of projects by working closely with the team leaders. We have found through experience that an outside trainer/facilitator with industry knowledge can add tremendous value enabling all staff members to participate and be productive in this process.

STRATEGIC PLANNING PROCESS

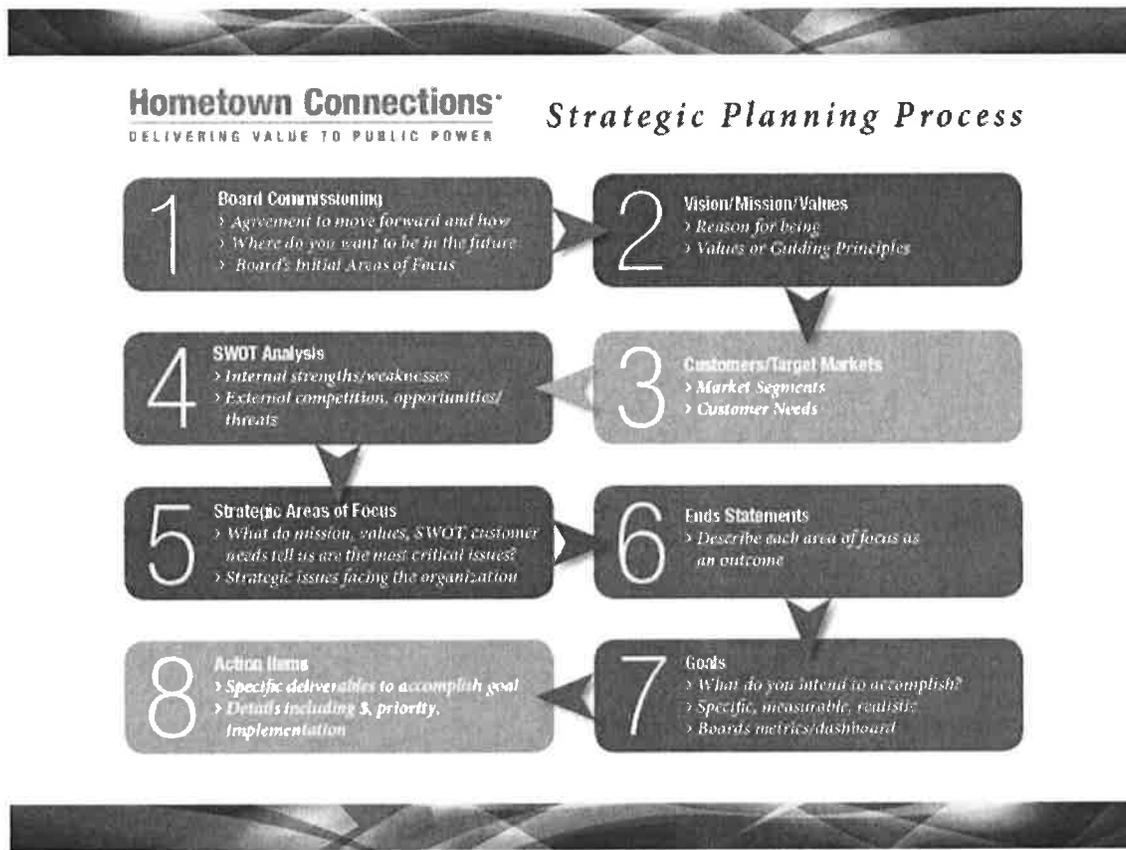
There are many approaches to strategic planning. While terminology, number of steps, etc. may differ, most share similar traits and similar progression, starting with a broad exercise of discovery and discussion, development of key issues and strategies, prioritization and focus on key desired outcomes and the creation of an action plan to support those outcomes.



Hometown Connections has synthesized what we believe are the most relevant components from among several strategic planning methodologies from both the for-profit and non-profit worlds (see chart below). Throughout the development of our own methodology, we have placed a premium on simplicity, flexibility and logic. We have seen more than one strategic planning process stalled because of the complexity and/or inflexibility of the process used. Additionally, we believe that in public power certain values must be embraced by the utility in order to successfully implement a strategic plan. Specifically, the strategic planning process must be:

- Open and transparent: Process, decisions and priorities should be shared broadly with staff and the community.
- Inclusive: Opportunities for inclusion should exist for stakeholders and interested citizens
- Empowering: Employees at all levels should understand how the strategic plan affects them, and be encouraged to align their own work closely with those strategic priorities.

- Iterative: A strategic plan starts to become outdated the moment it is finished. As conditions internal and external to the utility change, the plan should adapt.
- Values-Driven: Public power is a reflection of community values



TEAMS APPROACH TO STRATEGIC PLANNING

Based on our experiences with other APPA members, we recommend a two-team approach to the development and execution of a strategic plan.

The first team, the *Advisory Team*, would be comprised of the Utility Director and Lodi Electric board members. Comprised of governing board members and supported by the Director, this team serves as the voice of the community Lodi Electric serves and of Lodi Electric's customers. This team would be responsible for setting major policy direction, removing road blocks, reviewing and approving the strategic plan along the way. Depending on the goals identified through the strategic planning process, this team may also have responsibility for specific policy or governing level action items.

The second team, the *Implementation Team*, would be comprised of senior staff responsible for developing and implementing the strategic plan. The Implementation Team will often act in support of the Advisory Team, providing operational, financial and customer service information, as well as other insights as needed for the Advisory Team to act with appropriate and current information.

We have had a great deal of success with this approach as both board and staff have ownership of the process and results.

HOMETOWN CONNECTIONS STAFF

Tim Blodgett, President and CEO would be the primary on this project, managing the overall project as well as the Advisory Team. Joining Hometown Connections in 1998, Mr. Blodgett has extensive strategic planning facilitation expertise and in particular brings a great deal of governance board facilitation experience.

Bill Smart, Senior VP Business Development is the second staff member on this project and will manage the Implementation Team. Mr. Smart has a long history in the utility sector having been with Hometown Connections since 1998 and Public Service of Colorado prior to that.

Mr. Blodgett and Mr. Smart would work in close coordination on the project, with Mr. Blodgett managing the Advisory Team and Mr. Smart the Implementation Team.

DURATION AND SCOPE

This proposal contains three strategic planning site visits over an estimated duration of 5 months (which is highly dependent on Lodi Electric staff's ability to dedicate time to the process). Each of these meetings would include time with the advisory and implementation teams. The scope of these meetings is as follows:

<p style="text-align: center;">Site Visit One</p>	<p>Advisory Meeting = ½ day evening session of Day 1. The purpose of this meeting will be for the Advisory Team to understand and approve the process as well as define the objectives, deliverables, and timeline for the Implementation Team. Additionally the Advisory Team will go through an initial discussion of the key issues facing the utility from the board's perspective. This meeting will result in an initial list of board priority areas, as well as clear Implementation Team objectives and timing to complete along with a date for the next Advisory Team meeting. This meeting will be followed by an Implementation Team Meeting.</p>
	<p>Implementation Meeting = 1 and ½ day session. Day 2 would be Strategic Planning Process training for all Implementation Team participants and a rollout of the Advisory Team's expectations initial priority areas. Day 3 morning would include a process of identifying deliverables, responsible parties, and a start on the work at hand. This meeting will result in an understanding of the overall process, objectives and timeline to complete. Also identified will be the next meeting's deliverables, the responsible parties, and a date for the next meeting.</p>
<p style="text-align: center;">Site Visit Two</p>	<p>Implementation Meeting = 1 and ½ day session plus 1 day of travel. Day 1 will begin with the responsible parties presenting their assigned deliverables to the team. The team will work as a group to complete other tasks, will prepare and present an update to the Advisory Team, and by meeting's end, assign deliverables for the next meeting. This meeting will result in an update to the Advisory Team the evening of Day 2, the completion of certain deliverables, the assignment of new deliverables, the responsible parties, and the timeline to complete along with a date for the next meeting.</p>
	<p>Advisory Meeting = ½ day evening session plus 1 day of travel. Day 2 evening meeting will overlap an Implementation Team's meeting. This meeting will begin with an update from the Implementation Team on the work completed to date. The meeting will conclude with updated Implementation Team deliverables and timelines for completion along with the establishment of the next Advisory Team meeting. Assumes travel out the morning of day 3.</p>
<p style="text-align: center;">Site Visit Three</p>	<p>Implementation Meeting = 1 and ½ day session plus 1 day of travel. Day 1 will begin with the responsible parties presenting their assigned deliverables to the team. The team will work as a group to complete remaining tasks and will prepare and present its final work to the Advisory Team. This meeting will result in the completion of the project objectives and deliverables assigned and a presentation to the Advisory Team the</p>

	<p>evening of Day 2.</p> <p>Advisory Meeting = ½ day evening session plus 1 day of travel. Day 2 evening meeting will overlap an Implementation Team’s meeting. This meeting will begin with a presentation of the Implementation Team’s final work. The Advisory Team will then determine the need for future projects and if any, define the objectives, deliverables, and timeline for the Implementation Team. Assumes travel out the morning of day 3.</p>
--	--

Hometown will include for this project a total of 4 days for off-site support and assistance by Hometown staff to the Advisory and Implementation Teams. We have also included an additional 6 days of optional onsite support in event additional onsite support is required.

CUSTOMER ENGAGEMENT

This proposal also contains a customer engagement service performed by Hometown’s market research partner, GreatBlue Research. The customer engagement proposal, attached to this proposal, includes both quantitative (telephone) and qualitative (focus group) research. GreatBlue Research will complete 800 telephone surveys of Lodi’s residential customers. It will also conduct 2 focus groups of no more than 12 participants in each group. See the attached Hometown/GreatBlue Research proposal for more details relating to the customer engagement service.

Hometown Connections*
DELIVERING VALUE TO PUBLIC POWER



November 20, 2015

Elizabeth Kirkley

Lodi Electric Utility
Electric Utility Director
1331 S Ham Lane
Lodi, CA 95242

Dear Elizabeth:

Hometown Connections, with its research partner GreatBlue Research, Inc., is pleased to present this Proposal to conduct a market research study on behalf of Lodi Electric Utility to measure satisfaction levels among their residential and commercial and industrial customers. This feedback will assist Lodi Electric Utility in better understanding customer satisfaction, providing required feedback to the City Council, and other drivers to provide Lodi Electric Utility with a strategic roadmap for success.

Hometown Connections and GreatBlue have teamed together on public power market research to create a culture of "clients first" to help public power utilities think beyond today and anticipate the needs and expectation of their customers. We consider our clients to be our partners and serving their needs to be paramount—standing behind our research is one way we assist our clients in meeting their stakeholder obligations. GreatBlue has a long experience with public power. As experts in both qualitative and quantitative research methodologies, they have the competencies and experience to design, implement and successfully complete this effort.

Please find our comprehensive Proposal for your consideration. I would be happy to answer additional questions and to assist Lodi Electric Utility in moving its market research efforts forward.

Best,



Tim Blodgett
Chief Executive Officer
Hometown Connections International



Michael J. Vigeant
Chief Executive Officer
GreatBlue Research, Inc.

Proposal

Customer Satisfaction Study

Prepared Exclusively For:



This offer is valid until December 18, 2016

The information contained in this document is proprietary and confidential to GreatBlue Research and is not for external review or disclosure. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording, for any purpose without the express written permission of GreatBlue. Notwithstanding, a reasonable number of copies may be made for the recipient's internal evaluation purposes only.

Janice Magdich

Subject: FW: GreatBlue Research Follow-Up

From: Michael Vigeant <mjv@greatblueresearch.com>

Date: December 8, 2015 at 4:24:03 PM PST

To: Elizabeth Kirkley <ekirkley@lodi.gov>

Subject: GreatBlue Research Follow-Up

Dear Liz,

As CEO of GreatBlue Research, please accept this email as my permission to attach our previously submitted proposal to your PSA with the understanding that our proposal will also become part of public record.

Should you have any additional questions or needs, please do not hesitate to contact me directly.

In the meantime, kindly confirm a safe receipt of this email and thank you for the opportunity to propose our services along with the Hometown Connections team!

Best
Michael Vigeant

--

Michael J. Vigeant Chief Executive Officer
GreatBlue Research, Inc.

Office :: 860-740-4000

Mobile :: 860-306-6135

Web :: GreatBlueResearch.com

About GreatBlue. GreatBlue provides reliable, actionable research and analytics to help organizations identify, address and improve their offerings to key constituents. With more than 35 years of experience in diverse markets, GreatBlue effectively yokes this knowledge to correlate general attitudes and perceptions with behavioral trends to provide our clients with a roadmap for success.

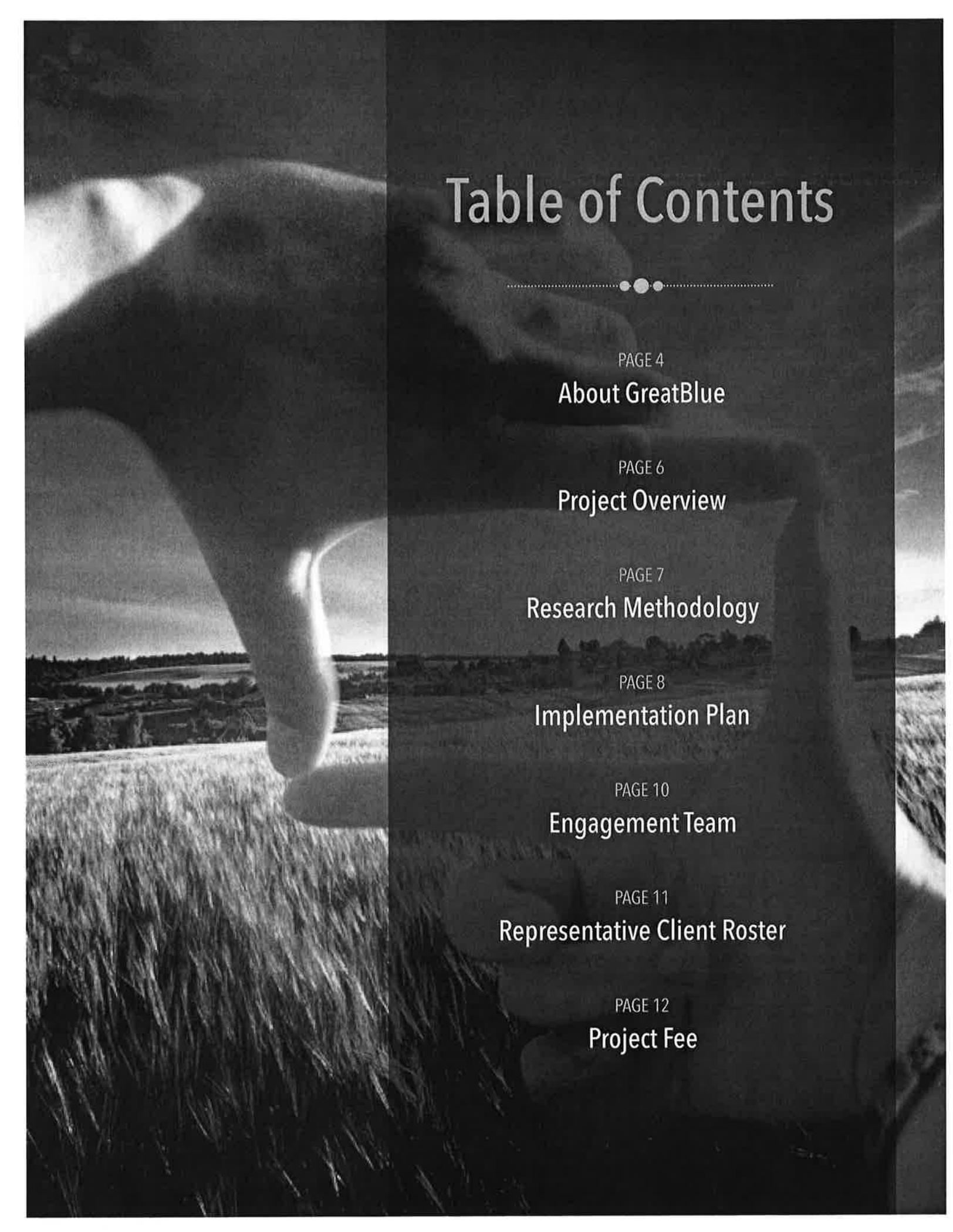
A black and white photograph of a hand holding a small object over a field of tall grass. The hand is positioned in the upper left, and the object is held just above the grass. The background shows a vast field of tall grass under a cloudy sky.

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About Us

Hometown Connections and GreatBlue Research are partnering to deliver actionable customer intelligence. The firms combine Hometown's deep knowledge of public power utility management with the research design, analysis, and reporting expertise of GreatBlue Research. Together, the firms are closely integrating customer & employee research with Hometown's strategic planning, facilitation, organization assessment and other consulting services. This service helps APPA members identify and support the needs of public power communities through reliable research.

About Hometown Connections

Hometown Connections is the utility services subsidiary of the American Public Power Association, offering public power utilities guidance and access to quality products/services from a trusted entity with public power's best interests in mind. Hometown Connections personnel provide consulting support in the areas of organization assessment, strategic planning, business planning, market research, governance development, and staffing. Hometown Connections is a resource to APPA members large and small, providing discounted pricing on technology, services, and other solutions from industry-leading companies. The products and services offered through Hometown Connections include the full range of advanced grid solutions, as well as financial and organizational management tools and consulting.

About GreatBlue Research, Inc.

With more than 35 years of experience in diverse markets, GreatBlue effectively harnesses our knowledge of diverse methodologies to encapsulate general attitudes and perceptions within our clients' populations.

GreatBlue has conducted thousands of research studies. Our history provides us with a unique perspective to effectively meet our clients research needs. We have the experience to design, implement, and successfully complete studies of any scale and methodology.

Research Methodologies

GreatBlue's core competencies leverage both quantitative and qualitative research methodologies including:



Telephone Surveys



Digital Surveys



Focus Groups



In-Depth Interviews

As in any research project, our goal is to work in the most effective way possible in order to ensure the integrity of the data we capture. In order to achieve this goal, GreatBlue employs computer-aided interviewing platforms for both telephone-based and online research studies resulting in a controlled environment with statistically reliable data.

In addition to our in-house quantitative capabilities, GreatBlue has in-house focus group facilities and access to a nationwide network of professional suites to meet your needs, regardless of geography.

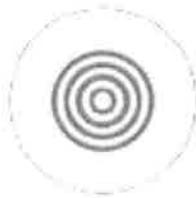
Study Types

Our research methodologies enable the design and implementation of studies that seek to identify, assess and explain key perceptions, satisfaction levels, trends and other indicators that matter to our clients' specific business needs.

Those studies, regardless of the methodology used to capture the requisite data or address the target group, often include understanding one or more of the following primary end points:



Awareness
Studies



Market
Assessments



Perception and
Satisfaction



Marketing
effectiveness



Operational
efficiency

Understanding and Applying the Collected Data

The outcome is statistically reliable data with thoughtful, concise insight into how the findings answer the study objective(s). All GreatBlue projects include unlimited presentations and optional training for management and staff.



Data
Analysis



Presentations
and Training

Project Overview

We are uniquely qualified to equip your team with the data driven analytics to better assist you in understanding your satisfaction levels within your customer base.

To effectively capture unbiased customer satisfaction levels, research should be employed to gather an unfiltered view of their mindset and rationale. This data set, then, can be used to build an understanding of customer opinions and perceptions to enable Lodi Electric Utility ("Lodi") to foster relationships that are based on empirical evidence.

As we consider the primary goals for this study, a significant amount of planning takes place to ensure well designed research instruments and methodologies are considered to ensure the end goals can be supported with statistically reliable - and indeed unbiased, data collection efforts.



Approach

Understanding current satisfaction levels of both Residential and Commercial and Industrial customers serviced on a daily basis helps to strategically guide the improvement of the organization and its product and service offerings. Well designed research instruments are a critical component in obtaining accurate and statistically significant data to drive those efforts. To that end, this Proposal contains suggested areas of investigation to ensure Lodi has the necessary information required to better understand their customers and provide City Council with the information required. GreatBlue understands currently, select customers have voiced strong, negative opinions of the utility, publicly. A statistically significant set of data will be collected, representative of Lodi's entire customer base and while overall satisfaction with Lodi will be the critical goal of these research efforts, GreatBlue will collect data as shown.

Areas of Investigation

Within the adopted methodology, GreatBlue will aim to measure the satisfaction, awareness, perception, and demographics from the desired respondent base. Suggested areas for investigation for the customer study may include, but are not limited to, the following:

- Satisfaction with products and services offered
- Perception and awareness of community involvement
- Perception of customer service provided
- Awareness of marketing and advertising communications
- Overall opinions of the "General Fund Transfer"
- Drivers and barriers to engaging
- Overall influence of the "Citizens Against Lodi" social media efforts
- Demographics

The actual areas of investigation will be further detailed and new survey instruments drafted upon a definitive agreement.

Research Methodology

Hometown Connections and GreatBlue propose the following methodology based upon our experience conducting similar projects with similar goals and objectives.



Telephone Interviews



Digital Surveys



Focus Groups



In-Depth Interviews

Telephone-based Interviews

Hometown Connections and GreatBlue believe a telephone survey methodology will provide the opportunity to gather the highest quality data given the desired customer demographic. A telephone survey methodology allows for the collection of both quantitative and qualitative data from the respondent base while maximizing the response rate and eliminating self-selection often found in digital surveys.

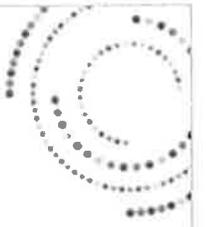
Moreover, this methodology is better suited if the Client seeks to base strategic decisions on the findings where data integrity is paramount. Respondents have the opportunity to interact anonymously with the researcher conducting the telephone interview and the ability to provide their feedback immediately. Telephone surveys allow for a deeper dive along with the ability to uncover more comprehensive feedback while the individual is engaged and communicating.

GreatBlue suggests communicating with Lodi customers before the survey effort begins to educate them on the process and encourage participation. These communications will increase the participation rates we receive over the duration of the study. Given our experience, this survey will take up to three weeks to successfully field.

Focus Groups

GreatBlue believes utilizing a qualitative focus group methodology will provide the opportunity to gather the highest quality data among Lodi's Residential and Commercial and Industrial customer base. This approach works well when clients desire comprehensive data sets and are seeking long and short term planning feedback. Focus groups provide the opportunity to get respondents in a room and conduct a deep dive of their feedback and opinions.

GreatBlue suggested conducting one focus group among your Residential customers and one focus group among Commercial and Industrial customers to assure comprehensive feedback is received from a variety of customers. GreatBlue will work closely with Lodi to finalize stakeholder qualifications for the each group.



Implementation Plan

Our cross-functional implementation team includes representation from Research, Analytics, Sales and Senior Management to ensure the study is designed and executed without issue and meets the primary research objective(s).

GreatBlue works collaboratively with all clients throughout the entire research process to ensure the best possible results. GreatBlue delivers actionable research recommendations based on organizational realities. The following work plan outlines the process our Project Team follows:



Project Initiation Meeting :: Communication is a critical component in any successful program. GreatBlue always begins with an initial “kick-off” meeting among all project personnel to discuss overall approach and to formalize project execution and reporting.

Instrument Design :: GreatBlue's project team will develop the study instrument and provide for client review, input and approval.

Programming, Testing and Survey Fielding :: Upon instrument approval, GreatBlue will program the survey and sample into its computer-aided interviewing platform for comprehensive testing prior to full-scale fielding and data collection. The platform will operate as the front line for data collection and ensures the information collected - and used - is accurate and error free. This includes open-ended verbatim responses.

Data Analysis :: Upon completion of fielding, GreatBlue will analyze composite data identifying key findings, trends, deriving insights, and actionable recommendations (if appropriate). GreatBlue utilizes data analytics software which is integrated into our computer-aided interview platform ensuring quality, high-end data analysis.

Reports and Presentations :: GreatBlue provides unlimited study reports and presentations and keeps client data securely and indefinitely. Our reports are detailed and include easy to read illustrations and narrative along with key study conclusions and recommendations.

Timeline

Below is an estimated timeline for the proposed study. During the Project Initiation Meeting the team can discuss and agree to a definitive timeline. We are prepared to begin immediately.

Project Timeline						
Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Agreement Execution	●					
Project Initiation Meeting	●					
Survey Instrument Design	●	●				
Study Pre-Tests/Sampling Planning			●			
Full-Scale Survey Fielding			●	●	●	
Data Analysis				●	●	
Final Report Preparation				●	●	●
Report Delivery/Presentation(s)						●



Engagement Team

Hometown Connections and GreatBlue draw upon 18 years of public power experience and 35 years of success stems from our ability to effectively serve our clients. Part of this rests within our creation of cross-functional project teams that include a member of senior management as the engagement team leader.

All members of this project team have ample experience working with a variety of professional clients as well as the methodologies recommended within our proposal:

Your GreatBlue Account Team			
Project Role	Name	Corporate Title	Organization
Public Power Coordinator	Tim Blodgett	President & CEO	Hometown
Engagement Team Leader	Michael Vigeant	CEO	GreatBlue
Co-Project Director	Seamus McNamee	Senior Director, Research	GreatBlue
Co-Project Director	Nicole Gaona	Senior Director, Research	GreatBlue
Analytics & Trends	Stephen Benoit	Research Analyst	GreatBlue
Survey Fielding	Shawn Kincey	Supervisor, Call Center	GreatBlue

About Michael Vigeant, Engagement Team Leader

With more than 2 decades of market experience, Vigeant is a specialist in the design and implementation of a wide variety of research methodologies including telephone, mail and digital-based studies, focus groups, and in-depth professional interviews.

Vigeant empowers the clients he serves with objective, reliable data to maximize operational effectiveness. Having personally conducted over 500 focus groups in his career for local, state and national organizations in a host of industries, Vigeant brings a depth of knowledge and experience to each client project engagement. Based on this experience, Vigeant has been asked to be a guest speaker at conferences in an amalgam of industries about the use of market research to guide product development, commercialization strategies, customer and employee communications, how perceptions impact organizations and more.

Between the decades of hardened market experience designing studies and industry-acknowledged thought leadership, Vigeant and the GreatBlue team are ready and capable to handle today's most complex research studies.

Representative Client Roster

Below is a sample of the diverse set of clients we've had the honor of helping navigate their ever changing market landscape over the past 35+ years.

Coca-Cola

Comcast

McDonalds

**LogistiCare
Solutions**

Eversource

**United
Illuminating**

**Berkshire
Gas**

**Municipal
Electric
Association
of MA**

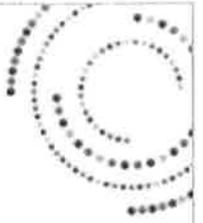
**CT Water
Company**

**Alabama
Municipal
Electric
Association**

**Rochester
Public
Utilities**

**Turlock
Irrigation
District**

References

**Walter Schlink**

Rochester Public Utilities
Director of Power Resources/Customer Relations
4000 E. River Road Northeast
Rochester, MN 55906
p. 507.280.1500
e. wschlink@rpu.org

Eric Thornburg

Connecticut Water Company
President & CEO
93 West Main Street
Clinton, CT 06413
p. 860.664.6015
e. ethornburg@ctwater.com

Daniel Dessanti

Northeast Gas Association
Director, Operation Services
20 Waterview Blvd. 4th Floor
Parsippany, NJ 07054
p. 973.265.1900 ext. 216
e. ddessanti@northeastgas.org

Chris Farrell

Berkshire Gas Company
Manager, Corporate Communications
115 Cheshire Road
Pittsfield, MA 01201-1803
p. 413.445.0312
e. cfarrell@berkshiregas.com



Project Fee

Below are the project fees associated with each individual study type and sample size.

I. Quantitative Research / Schedule of Costs ¹ (Select One)		
No.	Item/Description	Amount
1	600 Completed Residential Customer Telephone Surveys	\$18,750
2	800 Completed Residential Customer Telephone Surveys	\$25,000
3	1,000 Completed Residential Customer Telephone Surveys	\$31,250

II. Qualitative Research / Schedule of Costs		
No.	Item/Description	Amount
1	Facility Fee ² (Per Group)	\$750
2	Services Fee ^{3, 5} (Per Group)	\$5,100
3	Participant Incentive Fee ⁴ (Per Group)	\$900
4	Number of Focus Groups	2
Program Fee		\$13,500

III. Total Research Fee (assuming 800 sample size is selected)	\$38,500
---	-----------------

Project Fee Notes

1. Pricing is based on a survey length of +/- 40 questions including demographics (~10 minutes in length)
2. Facility Fee includes focus group hosting, recording of the sessions, and basic catering services
3. The Services Fee includes project management, recruitment, moderation and reporting
4. Incentive Fee has been set at \$75.00 per participant
5. Regarding sample: If Client can not provide sample - or adequate sample - an additional fee to procure such sample records will be billed separately above and beyond the quote provided herein
6. Travel for presentations and meetings will be billed at cost

Exhibit B – Fee Schedule
Proposal to Lodi Electric for
Strategic Planning Consulting and Facilitation

PRICING

The summary of pricing is listed below. All Hometown Connections services include a 10% discount off standard consulting/facilitation rate for Lodi Electric's APPA membership. Hometown will provide additional facilitation and consulting services, as required, for an additional fee.

Description of Services	Total Price (not to exceed)
Hometown Connections Strategic Planning Services (as defined above)	\$53,000
Hometown Connections Travel Costs	\$9,000
GreatBlue Research Market Research Services as described in GreatBlue Proposal (<u>800 surveys and 2 focus groups</u>)	\$38,500
GreatBlue Travel Costs	\$3,500
Total Costs	\$104,000

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR LODI ELECTRIC UTILITY STRATEGIC PLANNING CONSULTING AND FACILITATION WITH HOMETOWN CONNECTIONS INTERNATIONAL, LLC, OF LAKEWOOD, COLORADO

WHEREAS, the Lodi Electric Utility (LEU) recently completed an Organizational Checkup with Hometown Connections International, LLC, the utility services subsidiary of the American Public Power Association; and

WHEREAS, Hometown Connections consultants met with City staff from various departments to access the health of the utility, relative to public power benchmarks, in the areas of customer service, community outreach and communications, utility programs, power supply and risk management, distribution operations, employee safety, governance, strategic planning, rates, administration, accounting and finance, technology, and human resources; and

WHEREAS, the results of the Organizational Checkup will be used as a starting point for a strategic planning process that would include input from the City Council, as well as the LEU customer-owners; and

WHEREAS, given the familiarity that Hometown Connections has with LEU as a result of the Organizational Checkup, staff recommends utilizing Hometown Connections for strategic planning and facilitation services; and

WHEREAS, their proposal includes a customer engagement service performed by Hometown's market research partner, GreatBlue Research; and

WHEREAS, funding will be absorbed within existing appropriations included in FY 2015/16 Budget Account No. 50060001.72450.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a Professional Services Agreement with Hometown Connections International, LLC, of Lakewood, Colorado, for strategic planning consulting and facilitation in an amount not to exceed \$104,000.

Dated: December 16, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2015-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for 2015 Pavement Surface Treatment Project
MEETING DATE: December 16, 2015
PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2015 Pavement Surface Treatment Project.

BACKGROUND INFORMATION: The contract was awarded to VSS International, Inc., of West Sacramento, in the amount of \$932,000, on June 3, 2015, and has been completed in substantial conformance with the plans and specifications.

The project consisted of rehabilitating and resurfacing various City streets with rubberized asphalt cape seal (a combination of rubberized chip seal and slurry seal), and fiberized slurry seal (slurry seal with glass fiber added). The rubberized asphalt cape seal was applied to streets with more surface defects while fiberized slurry seal was applied to streets with fewer surface defects (Exhibit A).

The contract completion date was August 21, 2015 and the final contract price was \$986,592.23. The difference between the original contract amount and the final contract price is due to an adjustment of final bid item quantities and two contract change orders. Change Order No.1 was issued to correct an unsuitable subgrade deficiency at Woodlake Court that was encountered during pavement repair. Change Order No. 2 was issued to install Type II slurry seal on Evergreen Drive from Elm Street to Paradise Drive. Both change orders were requested by the City.

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

FISCAL IMPACT: The project will reduce maintenance costs in the project areas.

FUNDING AVAILABLE:	Prop 1B (31599000)	\$ 44,430
	TDA Streets (30599000)	\$400,000
	Measure K (30399000)	\$186,593
	<u>Gas Tax (30299000)</u>	<u>\$355,570</u>
	Total	\$986,593

Charles E. Swimley, Jr.
Interim Public Works Director

Prepared Lyman Chang, Interim City Engineer/Deputy Public Works Director
CES/LC/tdb
Attachment
cc: Utility Superintendent
Management Analyst
VSS International, Inc.

APPROVED: _____
Stephen Schwabauer, City Manager

2015 Pavement Surface Treatment Project Photo



Murray Street



Evergreen Drive

2015 Pavement Surface Treatment Project Photo



Eilers Lane



Pioneer Drive



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Task Order No. 3 with The Reed Group, Inc., of Sacramento, for Water Utility Financial Planning and Rate Setting Assistance (\$20,000)

MEETING DATE: December 16, 2015

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 to Task Order No. 3 with The Reed Group, Inc., of Sacramento, for water utility financial planning and rate setting assistance, in the amount of \$20,000.

BACKGROUND INFORMATION: On October 6, 2010, City Council approved Task Order No. 3, with The Reed Group, Inc., for water utility financial planning and rate setting services, in the amount of \$75,000. Task Order No. 3 has been used to assist staff through the course of the water meter program and the conversion from flat to usage-based water billings.

Amendment No. 1 to Task Order No. 3 will provide additional funds for continued assistance in financial planning, cost of service, and rate setting. Other areas of assistance within this amendment include evaluation of water usage characteristics and the impact of state mandated water use reductions, assistance with utility billing issues that arise with the transition to the new billing system, assisting staff with assessing the water utility's financial condition and ability to meet capital improvement needs, and debt service obligations. These services for Amendment No. 1 are provided on a time-and-material basis.

FISCAL IMPACT: Funds are included yearly in the Water Utility budget.

FUNDING AVAILABLE: Water Administration Operating (56052001)

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Interim Public Works Director

CES/RAY/tdb
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

THE REED GROUP
TASK ORDER NO. 3 – WATER UTILITY FINANCIAL PLANNING AND RATE SETTING
ASSISTANCE

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT,
TASK ORDER NO. 3, made and entered this ____ day of December, 2015, by and
between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and THE
REED GROUP (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement, Task Order no. 3, on October 18, 2010, as set forth in Exhibit 1; and
2. WHEREAS, CITY requested to amend said Agreement to expand the scope and fees as set forth in Exhibit 2; and
3. WHEREAS, CITY requested to increase the cost \$20,000; and
4. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the scope of services and fees as set forth in the Exhibit 2, and increase the cost of services \$20,000.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on _____, 2015.

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

THE REED GROUP
Hereinabove called "CONTRACTOR"

STEPHEN SCHWABAUER
City Manager

ROBERT REED
President

Attest:

JENNIFER M. FERRAILOLO, City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney



RECEIVED

OCT 20 2010

Task Order No. 3

City of Lodi



CITY OF LODI
PUBLIC WORKS DEPARTMENT

Water Utility Financial Planning, Rate Setting Services

The Reed Group, Inc.

In accordance with the Task Order Agreement for Professional Services between the City of Lodi (Client) and The Reed Group, Inc. (Consultant), Consultant is authorized to complete the work scope defined in the Task Order according to the schedule and budget defined herein. The mutually agreeable terms and conditions for the above referenced agreement shall prevail.

WORK SCOPE

The scope includes financial plan development, wastewater rate calculations, wastewater capacity charge calculations, project management/coordination, and presentations/implementation tasks in accordance with the attached proposal dated September 13, 2010.

BUDGET

The costs for Consultants services as defined herein shall not exceed \$75,000.

COMPENSATION

Compensation shall be in accordance with the provisions of the Task Order Agreement between Client and Consultant and the billing rate schedule contained in the attached letter proposal.

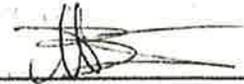
SCHEDULE

The work will be completed in accordance with the attached letter proposal.

THE REED GROUP

CITY OF LODI


Signature


Signature

Robert Reed
Printed Name

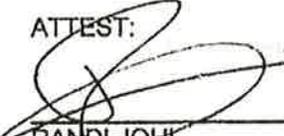
Konradt Bartram
Printed Name

President
Title

Interim City Manager
Title

Oct 18, 2010
Date

10-25-10
Date

ATTEST:

RANDI JOHL
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney



THE REED GROUP, INC.

September 13, 2010

Wally Sandelin
City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

Subject: Task Order No. 3 - Water Utility Financial Planning and Rate Setting Assistance

Dear Wally,

We are pleased to offer this proposal to perform additional assistance with respect to the City's water utility in the areas of financial planning and rate setting. In response to your recent e-mail message, below is a list of the areas of additional assistance requested by the City.

- Financial analyses related to water treatment plant financing
- Five years of monitoring the water rate revenue stream, including the transition to usage-based water rates
- Cost of service and rate design analysis to establish equity within the non-residential water rate structure, and otherwise meet the City's rate setting objectives
- Assistance in evaluating potential water meter installation charges and associated revenues
- Preparation of quarterly water model updated based on cost/revenue experience and changes in operations and/or capital improvement plans within the water utility
- Other services related to the water utility, as requested by the City.

It is proposed that these services be performed on a time and expense basis, subject to a not-to-exceed budget limit. Because of the nature of services being requested, as well as the time period to be covered, it is not possible to provide a firm estimate of the total costs that might be involved. My best guess is that costs may range from \$10,000 to \$25,000 annually. I suggest that Task Order No. 3 include a budget of \$75,000, which should be sufficient to get us well into the five-year period requested.



My 2010 hourly billing rate is \$225 and it is subject to change each January. In 2011, I anticipate the rate will increase to \$240 per hour. Other expenses related to my work for the City are nominal.

As you know, it is our practice to bill clients no more frequently than monthly for actual time and expenses incurred since the prior invoice. Payment is due within 30 days.

If you have any questions regarding this Task Order No. 3, please call me at (916) 444-9622. I appreciate being of continued service to the City.

Sincerely,

Robert Reed
The Reed Group, Inc.

**THE REED GROUP, INC.**

November 18, 2015

Charles Swimley
City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

**Subject: Amendment to Task Order No. 3 - Water Utility Financial
Planning and Rate Setting Assistance**

Dear Charlie,

As you know, in August 2008 the City of Lodi and The Reed Group, Inc. entered into a Task Order Agreement to provide services related to the City's water and wastewater financial plans and user rates. Since that time we have provided a variety of services related to both water and wastewater. At present, the budget for Task Order No. 3, related to water financial planning and user rates, is nearing its limit. Current work to update the City's water rates will be completed under the existing budget authorization, however any additional assistance in 2016 and beyond will require additional funding. Based on recent discussions, at this time I respectfully request an amendment to Task Order No. 3 to support additional assistance with respect to the City's water utility in the areas of financial planning, cost of service, and rate setting. Below is a list of the areas of continued assistance suggested for the City.

- Continue to assist City staff with the evaluation of water usage characteristics including the impact of state-mandated water use reductions and the rebound in water demand once drought conditions end
- Continue to assist City staff with assessing the water utility's financial condition and ability to meet capital improvement needs and debt service obligations
- Assist staff in periodically updating and evaluating the multi-year financial plan for the wastewater utility; at some point a comprehensive update (and re-creation) of the financial planning model will be warranted
- Assist staff with utility billing issues that may arise with the transition to the new billing system
- Other services related to the water utility, as requested by the City.



These services would continue to be performed on a time and expense basis, subject to a not-to-exceed budget limit. Because of the ongoing nature of services being provided, it is not possible to provide a firm estimate of the total costs that might be involved. My best guess is that costs may range from \$10,000 to \$20,000 annually. At your suggestion, it is requested that Task Order No. 3 be amended to include additional \$20,000.

My 2016 hourly billing rate will remain unchanged at \$275 although it is subject to change each January. Other expenses related to my work for the City are nominal.

As you know, it is our practice to bill clients no more frequently than monthly for actual time and expenses incurred since the prior invoice. Payment is due within 30 days.

If you have any questions regarding this amendment to Task Order No. 3, please call me at (916) 444-9622. I appreciate being of continued service to the City.

Sincerely,

Robert Reed
The Reed Group, Inc.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO
EXECUTE AMENDMENT NO. 1 TO TASK ORDER
NO. 3 WITH THE REED GROUP, OF
SACRAMENTO, FOR WATER UTILITY FINANCIAL
PLANNING AND RATE SETTING ASSISTANCE

=====

WHEREAS, on October 6, 2010, the City Council approved Task Order No. 3, with The Reed Group, Inc., for water utility financial planning and rate setting services, in the amount of \$75,000; and

WHEREAS, Task Order No. 3 has been used to assist staff through the course of the water meter program and the conversion from flat to usage-based water billings; and

WHEREAS, Amendment No. 1 to Task Order No. 3 will provide additional funds for continued assistance in financial planning, cost of service, and rate setting; and

WHEREAS, staff recommends executing Amendment No. 1 to Task Order No. 3 with The Reed Group, Inc., of Sacramento, for utility financial planning and rate setting assistance.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to Task Order No. 3 with The Reed Group, of Sacramento, California, for utility financial planning and rate setting assistance, in an amount not to exceed \$20,000.

Dated: December 16, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: TM Adopt Resolution Authorizing City Manager to Execute Amendment to Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for Additional Construction Testing and Inspection Services for Water Meter Program Phase 5, and Appropriating Funds (\$100,000)

MEETING DATE: December 16, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment to Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for additional construction testing and inspection services for Water Meter Program Phase 5, and appropriating funds in the amount of \$100,000.

BACKGROUND INFORMATION: At the March 4, 2015 City Council meeting, Council awarded Neil O. Anderson and Associates, of Lodi, a contract for construction testing and inspection services for the Water Meter Program Phase 5.

During the course of the project, approximately 700 meter installations and two alley reconstructions were added to the scope of work. The increase in work requires additional inspection services.

FISCAL IMPACT: Water main leak and service repairs will be reduced. Costs for reading the meters will reduce, as they will be automatically read by the fixed network.

FUNDING AVAILABLE: Requested Appropriation:
Water Capital Fund (561): \$100,000.

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Interim Public Works Director

CES/GW/tdb
Attachment

cc: Gary Wiman, Construction Project Manager
Neil O. Anderson and Associates

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

NEIL O. ANDERSON AND ASSOCIATES
WATER METER PROGRAM PHASE 5

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of December, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON AND ASSOCIATES (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement (Agreement) on April 14, 2015, attached hereto as Exhibit 1;
2. WHEREAS, CITY requests to amend said Agreement to increase the not to exceed amount to \$350,000;
3. WHEREAS, CITY requests to amend said Agreement to extend the term through December 31, 2016;
4. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

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

NEIL O. ANDERSON AND ASSOCIATES
hereinabove called "CONTRACTOR"

STEPHEN SCHWABAUER
City Manager

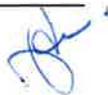
NAME:
Title:

Attest:

JENNIFER M. FERRAILOLO, City Clerk

Approved as to Form:

JANICE D. MAGDICH, City Attorney



AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on April 14, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON AND ASSOCIATES (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Water Meter Program Phase 5 Meter Installation and Main Replacement Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on March 1, 2015 and terminates upon the completion of the Scope of Services or on December 31, 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: Wally Sandelin, Public Works Director

To CONTRACTOR: Neil O. Anderson and Associates
902 Industrial Way
Lodi, CA 95240
Attn: Larry Matthews, Principal

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.

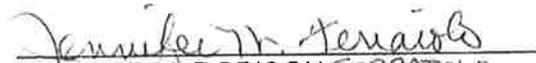
Section 4.21 Federal Transit Funding Conditions

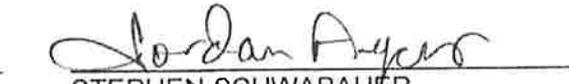
If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

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

CITY OF LODI, a municipal corporation

ATTEST:

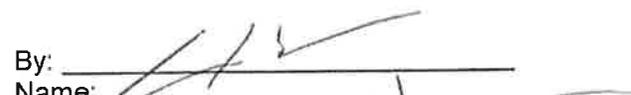
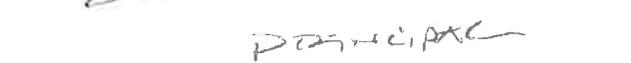

JENNIFER M. ROBISON FERRAILOLO
City Clerk


STEPHEN SCHWABAUER
City Manager

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

NEIL O. ANDERSON & ASSOCIATES

By: 

By: 
Name: 
Title: 

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

Funding Source: **56199000.77020**
(Business Unit & Account No.)

Water Meter Program Phase 5 Meter Installation and Main Replacement Project
Neil O. Anderson and Associates
Scope of Services

Provide two (2) fulltime inspectors for the Water Meter Program Phase 4 Meter Installation and Main Replacement Project to assist and report to the Construction Project Manager.

Inspectors shall be approved by the City and are expected to have prior experience in public works construction, engineering, surveying, or a related field. Inspectors shall not be changed except as requested or approved by the City.

Duties Include:

1. Inspect and monitor public works construction and maintenance projects for conformance to codes, standards, specifications, and regulations. Reviews plans, conducts tests, and conducts field inspection.
2. Prepares and keeps up-to-date daily job status reports.
3. Confers with the Construction Manager on plans and specifications; discusses plans and field work with engineering technicians and field crews.
4. Confers with contractors, supervisors, foreman, workmen, and other private sector individuals.
5. Uses and calibrates the nuclear compaction gauge.

Knowledge of:

1. Construction materials, methods, equipment and techniques for basis public works projects. Specifically water utilities.
2. Basic construction materials testing methods and procedures.
3. Basic math.
4. Principles of construction administrations.

Ability to:

5. Learn the principles, practices, and techniques of advanced public works inspection.
6. Read and interpret public works and architectural construction plans and specifications.
7. Inspect basic public works and related construction projects to determine compliance with approved plans and specifications.
8. Interpret City/State laws, rules, and regulations.
9. Maintain records and prepare accurate written reports.
10. Establish and maintain cooperative working relationships with the public, contractors, and city employees.

General:

11. Other project related duties as requested by the City.



January 6, 2015
Via Email: gwiman@lodi.gov

Attn: Mr. Gary Wiman
Construction Project Manager
City of Lodi
221 W. Pine Street
Lodi, CA 95240

Subject: Proposal for Special Inspection Services
Lodi Water Meter Phase 5
Various Locations
Lodi, California

Dear Mr. Wiman:

Thank you for the opportunity to submit the attached proposal to provide construction special inspection services for the subject project.

Additional services requested beyond what is outlined in the attached proposal will be invoiced per our attached standard fee schedule.

Time shall be billed from portal to portal. Weekends and holidays will be charged in 4 and 8 hour increments. Overtime and double time, if any, will be applied per California Labor law.

We can begin services upon receipt of a purchase order. If you have questions, please feel free to contact Troy Schiess at (209) 367-3701 or email troy.schiess@noanderson.com.

Sincerely,
NEIL O. ANDERSON & ASSOC., INC.

Troy M. Schiess, PE 71404
Associate Project Manager

**Lodi Water Meter Phase 5
December 4, 2014**

Service	Rate
Lead Project Inspector – Regular Time (8-hr shift)	\$992.00/shift
Lead Project Inspector – Overtime	\$160.00/hr
Lead Project Inspector – Double-time	\$196.00/hr
Building/Construction Inspector – Regular Time (8-hr shift)	\$954.00/shift
Building/Construction Inspector – Overtime	\$153.00/hr
Building/Construction Inspector – Double-time	\$186.00/hr

- *Overtime and Double-time rates will be applied per the California Labor law*
- *The above rates are based on the State mandated prevailing wage increase as of \$1.60/hour which was effective July 1, 2014.*





2015 SCHEDULE OF FEES TERMS OF PAYMENT AND CHARGES

TERMS OF PAYMENT

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

MISCELLANEOUS CHARGES

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

HOURLY CHARGES

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

OVERTIME

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

PREMIUM TIME

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

PREVAILING WAGE

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

INSURANCE

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

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

This fee schedule may be changed without notice.



**2015 SCHEDULE OF FEES
(FOR CUSTOMER REF ONLY)**

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

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 50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697
 5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324



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

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



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

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Calcium Chloride Moisture Test Kit (Includes calculations)	80.00/ea
STEEL AWS/ASTM/ASME/ANSI/API	
<i>Structural Steel</i>	
Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
<i>Welder Qualification and Weld Procedure Qualifications:</i>	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld - 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld - 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld - 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea
NON-DESTRUCTIVE TESTING	
High Strength Bolt (HSB) Testing	140.00/hr
Bolt Pull/Load Testing	140.00/hr
Rebar Pull Testing	140.00/hr
Ceiling Wire Pull Testing	140.00/hr
NDT GPR	160.00/hr
Pachometer	140.00/hr
STANDARD POOL ENGINEERING SERVICES	
<i>The fees quoted include response to plan check.</i>	
Remodel Plan [Engineer site visit may be required]	800.00/min
Remodel Pool Plan (typical in-ground) [Engineer excavation inspection required]	800.00/min
Residential Pool Plan (drilled piers) [Geotechnical investigation report required]	Request Quote 3,100.00/min
Commerical Pool Plan (typical in-ground) [Geotechnical Invesitation report required]	Request Quote 1,500.00/min
Commerical Pool Plan (drilled pier) [Geotechnical investigation report required]	Request Quote 3,500.00/min
Commerical/Vault Pool Plan	Request Quote 2,000.00/min
On-Site Steel and/or Excavation Observation	400.00/min
Custom Swimming Pool Detail	500.00/min
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	200.00/ea
Structural Design Computation copies	20.00/ea
Additional Plan Sheets	10.00/ea
Consulting Letter	185.00/min
Patio Corner/Trellis Design	Request Quote 900.00/min



Forensic Site Visit	Request Quote 550.00/min
Full Service Aquatic Design	Request Quote
Epoxy Injection	1,800/min first 10', 60.00/ft. after
MISCELLANEOUS	
Automobile Mileage	0.90/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Field Report Preparation	50.00/each
Pad Certification Report	150.00/each
Final Letter (Testing/Inspections)	200.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD – Prints	10.00/sheet

AMOUNT NOT TO EXCEED \$250,000



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

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

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the 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, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

Insurance Requirements for 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.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO THE PROFESSIONAL
SERVICES AGREEMENT WITH NEIL O. ANDERSON
AND ASSOCIATES, OF LODI, FOR ADDITIONAL
CONSTRUCTION TESTING AND INSPECTION
SERVICES, AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, Neil O. Anderson and Associates and the City entered into a Professional Services Agreement on April 14, 2015, in an amount not to exceed \$250,000; and

WHEREAS, the City requested to amend the Agreement to expand the scope; increase the not-to-exceed amount to \$350,000; and extend the term of the Agreement to December 31, 2016; and

WHEREAS, staff recommends executing Amendment No. 1 to the Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for additional construction testing and inspection services for Water Meter Program Phase 5; and

WHEREAS, staff also recommend appropriating funds in the amount of \$100,000 from the Water Capital Fund.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, California, for additional construction testing and inspection services for Water Meter Program Phase 5; and

BE IT FURTHER RESOLVED that funds in the amount of \$100,000 be appropriated from the Water Capital Fund.

Dated: December 16, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Appropriating Funds (\$200,000) for the Lodi Lake Park – Boat Launch Facility Improvements and Receive Update on Bid Results

MEETING DATE: December 16, 2015

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution appropriating funds, in the amount of \$200,000, for the Lodi Lake Park – Boat Launch Facility Improvements and receive update on bid results.

BACKGROUND INFORMATION: In 2014, the City was awarded a grant from the California Division of Boating and Waterways (DBW), in the amount of \$710,000, for improvements to the boat ramp at Lodi Lake. The grant agreement requires the project to be completed by March 1, 2016 (an extension is pending).

The Public Works and Parks, Recreation, and Cultural Services departments have worked together to expedite the project, however, delays associated with the DBW plan review have significantly impacted the schedule. To account for the delays, on November 4, 2015, Council authorized the City Manager to award the contract to the lowest responsive bidder, in an amount not to exceed \$900,000.

The City received the following six bids for this project on November 12, 2015.

Bidder	Location	Bid
PBM Construction	Rocklin, CA	\$ 893,989.00
AM Stephens	Lodi, CA	\$ 908,143.00
Grade Tech, Inc.	Castro Valley, CA	\$ 1,010,958.46
F&H Construction	Lodi, CA	\$ 1,049,000.00
George Reed, Inc.	Modesto, CA	\$ 1,102,011.00
Diede Construction	Lodi, CA	\$ 1,107,863.18
Engineer's Estimate		\$ 735,465.00

The City Manager has awarded the contract to PBM Construction for \$ 893,989. The contract documents are currently being processed and construction is scheduled to begin in January.

Council has appropriated a total of \$920,000 for the project (including the \$710,000 in grant funding from the DBW) leaving insufficient funding available (\$26,011) to account for construction contingencies and anticipated non-construction costs, such as construction inspection, testing, and construction management. Staff recommends appropriating an additional \$200,000 to cover these costs.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The long term fiscal impact is negligible.

FUNDING AVAILABLE:	Requested Appropriation:	
	Parks Capital Unreserved (432.32205)	\$125,000
	Parks Impact Mitigation Fee (437.32205)	<u>\$ 75,000</u>
		\$200,000

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Interim Public Works Director

Jeff Hood
Parks, Recreation, and Cultural Services Director

Prepared by Sean Nathan, Associate Civil Engineer
CES/SN/tdb
Attachment

cc: Parks, Recreation & Cultural Services Director

**LODI LAKE PARK – BOAT LAUNCH
FACILITY IMPROVEMENTS
1101 West Turner Road**

CONTRACT

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Perform the work necessary to remove and replace the boat ramp, the dock, fully reconstruct the parking lot, modify the lighting, add accessible parking stalls, improve the drainage, modify the landscaping and irrigation, and other incidental and related work, all as shown on the plans and specifications for the above project.

CONTRACT ITEMS

Item	Description	QTY	Unit	Unit Price	Total
1	Mobilization, Permitting, Bonding, Temporary Facilities, and Demobilization	1	LS	\$13,462	\$13,462
2	Demolition, Potholing, Clearing and Grubbing, and Grading	1	LS	\$112,723	\$112,723
3	Construct Concrete Curb	628	LF	\$28.25	\$17,741
4	Construct Concrete Curb & Gutter	1,453	LF	\$41	\$59,573
5	Construct 4" Thick Concrete Sidewalk, ADA Ramp, and Flatwork	3,065	SF	\$7.50	\$22,987.50
6	Construct 8" Thick Concrete Sidewalk and Gutter	129	SF	\$17	\$2,193
7	Construct Concrete Accessible Parking Stall	1,270	SF	\$8.25	\$10,477.50
8	Provide and Install Detectable Warnings (Truncated Domes)	136	SF	\$19	\$2,584
9	Construct 4' Wide Concrete Valley Gutter	95	LF	\$48	\$4,560
10	Construct 2' Wide Concrete Bioswale Gutter	47	LF	\$48	\$2,256
11	Construct Pavement Section	58,266	SF	\$3.50	\$203,931
12	Provide and Install Signage	1	LS	\$3,404	\$3,404
13	Install Striping and Parking Bumpers	1	LS	\$5,693	\$5,693
14	Custom Project Funding Sign and Concrete Footing	1	LS	\$15,518	\$15,518

Item	Description	QTY	Unit	Unit Price	Total
15	Construct Reinforced Concrete Abutment Wall	93	LF	\$308	\$28,644
16	Construct Reinforced Concrete Boat Ramp with V-Groove	1	LS	\$27,212	\$27,212
17	Provide and Install Articulating Concrete Block Mattress	320	SF	\$62	\$19,840
18	Provide and Install Aggregate Base Under Boat Ramp and Block Mattress	50	CY	\$145	\$7,250
19	Construct Fixed Timber Pier with Reinforced Concrete Caissons	1	LS	\$45,112	\$45,112
20	Provide and Install Mesh Panel Guard Railing	48	LF	\$213	\$10,224
21	Provide and Install Channel Drain System	22	LF	\$893	\$19,646
22	Provide and Install 6" PVC Storm Drain Pipe	29	LF	\$83	\$2,407
23	Provide and Install 8" Black Steel Storm Drain Pipe	78	LF	\$53	\$4,134
24	Provide and Install 12" PVC Storm Drain Pipe	573	LF	\$52	\$29,796
25	Provide and Install Caltrans Type "GO" Drainage Inlet	3	EA	\$4,008	\$12,024
26	Construct 48" Manhole	3	EA	\$3,787	\$11,361
27	Construct Lake Outlet	1	LS	\$2,072	\$2,072
28	Provide and Install Bioswale Outlets	3	EA	\$3,009	\$9,027
29	Provide and Install Discharge Inlet and In-Line Check Valve	1	LS	\$4,759	\$4,759
30	Construct Bioswales	1	LS	\$42,386	\$42,386
31	Provide and Install 8-inch Water Pipe	142	LF	\$64	\$9,088
32	Replace Blowoff with 2" Water Valve	1	LS	\$2,015	2,015
33	Replace Frame and Cover and Adjust Utilities to Grade	1	LS	\$1,833	\$1,833
34	Provide and Install Lighting System	1	LS	\$41,701	\$41,701
35	Landscaping and Irrigation Modifications	1	LS	\$62,081	\$62,081
36	Install Benchmark and Survey Monuments	1	LS	\$638	\$638
37	Modify Bathroom Plumbing and Install Drinking Fountain and Install Water Meter	1	LS	\$6,609	\$6,609
38	Water and Environmental Pollution Control Implementation	1	LS	\$16,298	\$16,298
39	Prepare and Submit As-Built Drawings	1	LS	\$638	\$638

TOTAL: \$893,898

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **120 CALENDAR DAYS**.

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

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

ARTICLE X – The Contractor and its subcontractors acknowledge and agree that the Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times during the term of this agreement, enter the Project Area for the purpose of inspecting the Project Area.

ARTICLE XI – The Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship, .

ARTICLE XII – The Contractor and its subcontractors shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the Project and any work performed pursuant to this Agreement.

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

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

CONTRACTOR: CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____ Date: _____

Title Attest:

JENNIFER M. FERRAILOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:



JANICE D. MAGDICH
City Attorney

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 11/23/2015
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	432		32205	Fund Balance	\$ 125,000.00
	437		32205	Fund Balance	\$ 75,000.00
B. USE OF FINANCING	432	43299000	77020	Parks Capital Projects	\$ 125,000.00
	437	43799000	77020	Parks Impact Fee Capital Projects	\$ 75,000.00

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

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

Contract for Lodi Lake Park boat launch facility project, this appropriation will cover contingencies for the project.

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

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

Department Head Signature: Chespe

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROPRIATING FUNDS FOR LODI LAKE PARK –
BOAT LAUNCH FACILITY IMPROVEMENTS

=====

WHEREAS, on November 4, 2015, Council authorized the City Manager to award the contract for the Lodi Lake Park – Boat Launch Facility Improvements to the lowest responsive bidder, in an amount not to exceed \$900,000; and

WHEREAS, the City Manager awarded the contract to PBM Construction for \$893,989, and the contract documents are currently being processed and construction is scheduled to begin in January; and

WHEREAS, Council previously approved and appropriated a total of \$920,000 for the project; and

WHEREAS, staff recommends appropriating an additional \$200,000 to account for construction contingencies and anticipated non-construction costs, such as construction inspection, testing, and construction management.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appropriate funds in the amount of \$200,000 for the Lodi Lake Park – Boat Launch Facility Improvements.

Dated: December 16, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Submittal of Grant Documents to California Governor's Office of Emergency Services and Authorizing Transportation Manager to Submit All Necessary Paperwork and Reimbursement Requests

MEETING DATE: December 16, 2015

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Adopt resolution approving submittal of grant documents to California Governor's Office of Emergency Services and authorizing Transportation Manager to submit all necessary paperwork and reimbursement requests.

BACKGROUND INFORMATION: City staff is requesting grant funding from the Proposition 1B Transit System Safety, Security and Disaster Response Account (TSSSDRA) program in the total amount of \$395,027. This lump sum award represents the City's total share for a three-year period (FY 2014/15, 2015/16 and 2016/17). The Proposition 1B TSSSDRA program is administered by the California Governor's Office of Emergency Services and Homeland Security Grant Unit.

San Joaquin Council of Governments (SJCOG) will receive approximately \$535,900 annually for three consecutive years (FY 2014/15, 2015/16 and 2016/17), totaling approximately \$1,607,000. These funds are distributed at the discretion of SJCOG amongst eligible transit providers, including Lodi, Escalon, Ripon, Tracy, Manteca, Regional Rail Commission, and the Regional Transit District. SJCOG staff requested transit agencies submit eligible projects for funding. City staff is requesting funds for transit safety and security improvements at the Lodi Transit Station/Parking Structure, and Municipal Utility Service Fueling/ Fleet Maintenance Facility. The project includes adding and upgrading card readers, monitors, cameras, fencing, gate access equipment, security doors, windows, and radio communication system.

Four eligible transit operators will receive additional Proposition 1B funds (Section 99314) based on fare revenues. As a result, the City will receive an additional \$3,731 for the transit security improvements. At the November 19, 2015 SJCOG Board of Directors meeting, the Board adopted a resolution approving the TSSSDRA funding request.

Lodi has in the past been awarded TSSSDRA funds for transit security projects. Examples include the Lodi Transit Station and Parking Structure security camera system, fare box vault, identification card readers, Municipal Utility Service Fleet Maintenance Facility security camera system, and an Intelligent Transportation System for the transit buses. All of these projects enhance the safety of the transit passengers and assets.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The cost of the security improvements will be fully covered by the Proposition 1B TSSSDRA funds, and there is no match requirement. Failure to adopt the resolution and claim the funding will result in the funds being re-allocated to another agency.

FUNDING AVAILABLE: Funding will be made available through this action.

Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer
CES/PJF/tdb

cc: Financial Services Manager
Transportation Manager/Senior Traffic Engineer

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING SUBMITTAL OF GRANT DOCUMENTS TO
THE CALIFORNIA GOVERNOR'S OFFICE OF
EMERGENCY SERVICES AND AUTHORIZING THE
TRANSPORTATION MANAGER TO SUBMIT ALL
NECESSARY PAPERWORK AND REIMBURSEMENT
REQUESTS

=====

WHEREAS, City staff is requesting grant funding from the Proposition 1B Transit System Safety, Security and Disaster Response Account program, in the total amount of \$395,027, to be used for transit safety and security improvements at the Lodi Transit Station/Parking structure and the Municipal Utility Service Fueling/Fleet Maintenance Facility; and

WHEREAS, staff recommends that the City Council approve submittal of grant documents to the California Governor's Office of Emergency Services; and

WHEREAS, staff further recommends authorizing the Transportation Manager to submit all necessary paperwork and reimbursement requests.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve submittal of grant documents to the California Governor's Office of Emergency Services; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the Transportation Manager to submit all necessary paperwork and reimbursement requests.

Dated: December 16, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for January 6, 2016, to Consider Adopting Resolution Declaring the Formation of a Groundwater Sustainability Agency Within Lodi City Limits

MEETING DATE: December 16, 2015

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Set public hearing for January 6, 2016, to consider adopting resolution declaring the formation of a Groundwater Sustainability Agency within Lodi city limits.

BACKGROUND INFORMATION: At the September 22, 2015 Shirtsleeve meeting, City Council received background information on the Sustainable Groundwater Management Act (SGMA). The background information included discussion regarding the general requirements and potential impacts of SGMA to local agencies.

At the October 20, 2015 Shirtsleeve meeting, Council received requested follow-up information regarding SGMA that included more detailed discussion on the formation of Groundwater Sustainable Agencies (GSA's) as well as the cost to prepare a Groundwater Sustainability Plan (GSP). Both are requirements of SGMA. The presentation also requested Council provide Staff with direction to proceed with planning the framework to form a GSA. Based on the minutes of that meeting, the Council was generally in agreement to move forward with forming an independent GSA (Exhibit A). Forming an independent GSA does not prohibit the City from participating with other GSA's, if beneficial to the City.

The State has established June 30, 2017 as the deadline to form a GSA. On November 18, 2015, the Advisory Water Commission voted to approve the County's request to form a GSA over the entire County jurisdictional boundary. Because the County's jurisdiction overlaps all local agencies within the County boundary, this proposed action by the County requires those agencies intending to form an independent GSA, to declare their intent with the State within 90 days of the County's filing. Those agencies that do not declare their intent to form independently within this period will be recognized by the State to fall under the exclusive County controlled GSA.

Staff has discussed the City's overlapping jurisdictional boundaries with Woodbridge Irrigation District (WID) and North San Joaquin Water Conservation District (NSJWCD). WID and NSJWCD intend to form independent GSA's. Both agencies have preliminarily agreed to adjust their respective GSA boundaries to remove the overlap, as reflected in Exhibit B. Lodi, along with WID and NSJWCD, are encouraging the County to file its overarching GSA excluding the proposed limits of the Lodi, WID, and NSJWCD GSA. To establish the City's desire to form an independent GSA, Staff recommends declaring the City's intent with the State within 90 days of the County's filing.

SGMA requires that agencies follow the noticing procedures established in Water Code Section 10723 and Government Code Section 6066. Staff recommends the Council set a public hearing for January 6, 2016 to consider adopting a resolution declaring the formation of a Groundwater Sustainability Agency within Lodi city limits.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Staff estimates the cost to file the City's notice of intent will be less than \$5,000.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Charlie Swimley, Interim Public Works Director
CES/CES/tdb
Attachments

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, OCTOBER 20, 2015**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, October 20, 2015, commencing at 7:00 a.m.

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

Absent: Mayor Pro Tempore Chandler

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

NOTE: Council Member Kuehne arrived at 7:02 a.m.

NOTE: Council Member Nakanishi left at 8:10 a.m.

B. Topic(s)

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

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

Mayor Johnson questioned if the \$13 million in the operating reserve was closing in on the target of \$17 million, to which Ms. Kirkley responded that, if the Utility maintains its current plan and based on the financial forecast, it will reach the target over time.

In response to Council Member Mounce, Ms. Kirkley confirmed that the Northern California Power Agency (NCPA) operating reserve is \$1.3 million over the target amount; however, she stated some of the funding is targeted for other purposes. Council Member Mounce stated that the overage amount should go into the City's operating reserve and that she is uncomfortable with NCPA holding more of Lodi's money than it should. Ms. Kirkley pointed out that the City receives interest on those funds, and Deputy City Manager Jordan Ayers likened it to an investment account because NCPA generates greater interest than the City would receive at a banking institution.

In response to Mayor Johnson, Ms. Kirkley confirmed that \$3.5 million was transferred in the current budget from the public benefit fund into the operating account, which will be included in the next quarterly update, leaving \$1 million in the public benefit fund.

In response to Council Member Mounce, Mr. Ayers confirmed that \$1.2 million was collected in penalty revenue associated with late utility bills. He pointed out that those charges apply to the total bill and are not given to a specific utility.

In response to Council Member Mounce, Ms. Kirkley confirmed that the energy audit program is available to all utility customers, regardless if they are renters or homeowners.

In response to Mayor Johnson, City Manager Schwabauer stated that costs associated with emergency assistance provided by the City to NCPA is reimbursed to the City, similar to the Fire Department's mutual aid agreement.

In response to Council Member Mounce, Ms. Kirkley stated that the collected meter data is used in engineering studies to review feeders and transformers on the system to determine if they are overloaded, underloaded, or need replacement.

In response to Mayor Johnson, Ms. Kirkley stated that staff is not experiencing any recruitment difficulties for the current openings, adding that many of the applicants are internal.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the fiscal year 2014/15 fourth quarter water and wastewater utility update. Specific topics of discussion included cash flow summary, operating results, cash balances, and cash flow summary for wastewater; operating results and cash balances for water; bad debt write off; and water/wastewater utility activities.

In response to Mayor Johnson, Mr. Schwabauer stated that a majority of the Central Valley cities received letters from the State stating they did not meet the water conservation targets, and he believed that, as long as the State meets its overall goal, it is likely there will be no consequences imposed. Mayor Johnson questioned how Lodi can put a positive spin on conservation when the local press is reporting that cities like Lodi and Ripon are not meeting the goals. Mr. Sandelin responded that staff has increased its enforcement efforts and issuance of fines and published a press release on the matter. Staff will also bring an item to Council next month to restructure the fee schedule for water waste offenders. Mr. Sandelin stated that Council can also consider moving to a higher water emergency stage by decreasing watering days from two times to one time per week; however, he recommended maintaining the current level and continuing to assess the results.

In response to Council Member Mounce, Mr. Sandelin explained that the category of "other" includes costs associated with Public Works assisting other departments with projects or private citizens with repairs, which is charged back to the Department.

Council Member Kuehne questioned the increase in the Public Works budget from fiscal year 2012/13 to 2015/16, and staff replied that it would look into the matter and report back to Council.

Council Member Mounce pointed out that the bad debt write off for the three utilities appears to total \$240,000, yet the City collected \$1.2 million in finance and late charges. She believed the City should not make money from the penalties and suggested they should be softened. Mr. Ayers stated that the total bad debt for fiscal year 2014/15 was \$321,000, which also includes bad debt associated with other services including refuse, and that the \$1.2 million in late fees is for late payments and has no correlation to bad debt write off. The revenue stream for late fees was not intended to cover bad debt. Council Member Mounce expressed her opposition to putting the revenue from late fees into the general fund, rather than back into the utility, and reiterated that the penalties should be reduced and the billing cycle timeline be revisited. Mr. Ayers stated that the concept of current late charges and billing timeline will come before Council at a Shirtsleeve Session in the next few weeks.

In response to Council Member Nakanishi, Mr. Ayers stated he would provide Council with information on how many businesses are assessed late penalties.

Council Member Kuehne requested that, when Council-approved projects are completed, a photograph of the final product be provided to Council. Mr. Schwabauer replied in the affirmative, stating that completed construction projects routinely go before Council for acceptance and he will ensure a photograph is attached to the staff report.

B-2 Receive Follow Up Information on the Sustainable Groundwater Management Act (PW)

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding Sustainable Groundwater Management Act (SGMA). Specific topics of discussion included SGMA follow up from previous meeting, basin identification and boundaries, SGMA timeline, Groundwater Sustainability Agency (GSA) formation, options for GSA formations, GSA formation

process, GSA estimated cost, general Groundwater Sustainability Plan (GSP) scope, and GSP estimated cost. Mr. Swimley informed Council that Woodbridge Irrigation District (WID) Board is holding a meeting at 10 a.m. today with its members and farmers in the district to discuss the matter and which direction the District should move.

Mayor Johnson expressed concern that those behind this effort seem unsure of the end result and suggested the City wait until the ultimate foundation is settled, particularly if the final target continues to evolve and change.

Council Member Kuehne stated he believed the preferable option is to form a joint powers agreement with the entire area, over an independent GSA, because there is strength in numbers and it would cover the entire San Joaquin basin. Mr. Swimley responded that Lodi has put forth a tremendous effort to achieve sustainability in its jurisdiction by investing \$15 million and the City should do all it can to protect that investment. An independent GSA would provide Lodi with autonomy; however, he stated it is unclear if Lodi can ultimately form its own agency because of overlapping districts. Mr. Schwabauer added that Lodi has 5,000 to 6,000 acre feet of surplus water that is sustainable and if Lodi were to join an agency with 10 to 15 other entities that are not sustainable, they could out vote Lodi and take the water to make others sustainable. Lodi forming its own GSA would force other agencies to be sustainable on their own without taking Lodi's water from the basin.

Council Member Mounce stated she believed Lodi must fiercely protect its water because other agencies may not work in partnership once water become a precious commodity. She stated that she does not want a group with no accountability to this community to make decisions for Lodi, particularly since GSAs have a significant amount of power, including assessment of fees and the ability to acquire property. Mr. Schwabauer added that GSAs can also force cities to shut down their pumps, which is a tremendous power to give to another agency.

In response to Mayor Johnson, Mr. Swimley stated that North San Joaquin Water Conservation District (NSJWCD) has taken a position to wait and see what happens with other entities, especially since Stockton East formed a GSA which will force overlapping agencies to make a move. He stated he believed WID would be a positive partner for Lodi, but it is unclear at the moment what the WID membership will do. Mr. Schwabauer stated that he believed NSJWCD will likely not oppose Lodi forming an independent GSA, but WID may be a tougher player, although the overlapping land is minimal.

Council Member Nakanishi stated he believed the cost to form an independent GSA will be significantly higher than staff's estimate and that, although he initially believed participation in a Centralized GSA would be more beneficial, an independent GSA would give Lodi the power to operate under its own terms. Council Member Nakanishi reported that a working group is being formalized to explore the possibility of a Centralized GSA and he asked for Council consensus to add Lodi to the list of participants, adding that WID and Stockton already joined. He stated this would not constitute a formal statement, but it would provide valuable information and allow discussion toward a decision on whether to join a larger group or be independent. Mr. Schwabauer reminded Council that it cannot provide such direction at a Shirtsleeve Session.

Council Member Nakanishi stated he believed this State law forces cities to spend a significant amount of money without receiving any additional needed water and that doing this alone is more costly than having a Centralized GSA.

Council Member Mounce stated the sole accomplishment of this law is the power to control water by imposing taxes, regulating water, and allowing for eminent domain and she does not want Lodi to give up that authority.

In response to Mayor Johnson, Council Member Nakanishi stated he would consent to the course that Lodi form an independent GSA, which seems to be the recommendation of staff and Council Member Mounce, but asked that he be permitted to join the County's study group to explore the possibility of a Centralized GSA. Council Member Mounce stated she was not opposed to joining the study group so long as it does not commit Lodi to anything other than a discussion on the

matter. Council Member Kuehne stated he would prefer that Lodi partner with as many worthy partners as it can, such as WID. Council Member Mounce stated that Lodi may ultimately be forced to bring on additional partners, but throughout the process, Lodi must ensure it has the majority vote among the entities in the group. Mayor Johnson stated his preference is to form an independent GSA and that, if the City is forced to increase the size of the GSA, it be limited to the immediate neighbors only, i.e. WID and NSJWCD.

Myrna Wetzel stated that she attended a meeting with Assemblymember Cooper regarding the twin tunnels project and he reported that Northern California is against the tunnels, while Southern California is in favor of the project and they have the greater number of votes.

C. Comments by Public on Non-Agenda Items

Council Member Mounce referenced an e-mail that Council received regarding the City's tree policy and the number of trees being cut down on Church Street. She requested staff research the policy and provide the information to Council and the citizen who questioned the matter.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:12 a.m.

ATTEST:

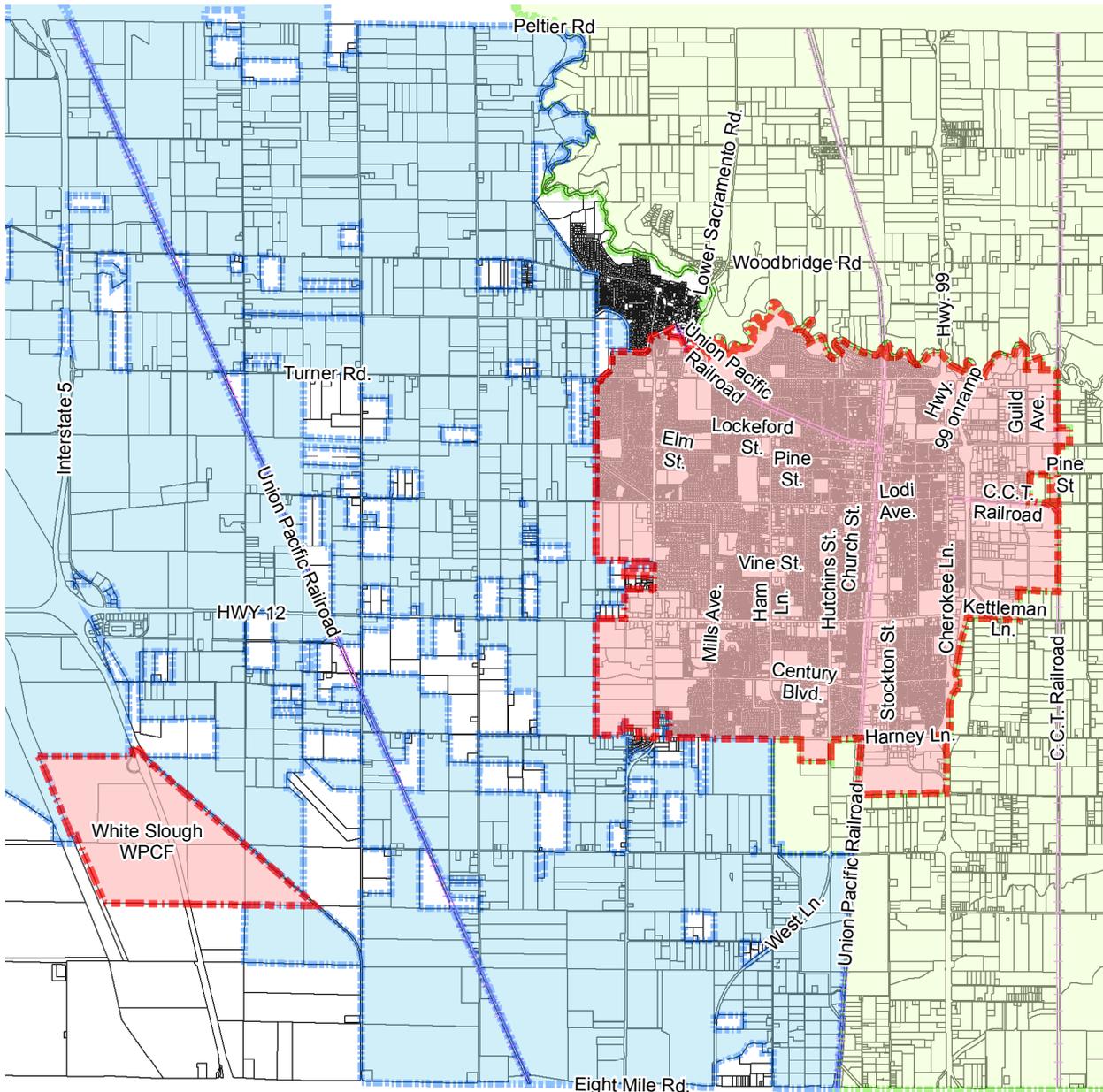
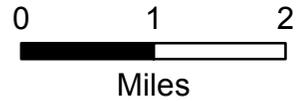
Jennifer M. Ferraiolo
City Clerk

EXHIBIT B

Proposed Groundwater Sustainability Agency (GSA) Boundary Map

Legend

- Proposed Lodi GSA (City Limits)
- Probable NSJWCD GSA
- Probable WID GSA



Document Path: G:\ESRI Maps\GSA Map-Proposed.mxd
Date: 12/8/2015

Note:
District boundary files obtained from the San Joaquin County GIS Data Download website on October 28, 2015



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing 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

MEETING DATE: December 16, 2015

PREPARED BY: Interim Public Works Director

RECOMMENDED ACTION: Public hearing 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.

BACKGROUND INFORMATION: The City Council has made numerous water rate decisions over the past few years. A summary of the past years water rate adjustments relative to the Engineering News Record (ENR) index change is provided in Attachment A. The purpose of this table is to demonstrate that past actual rate increases have frequently been below those approved.

At the July 16, 2014 public hearing, City Council approved a restructured water rate schedule to be implemented over the three-year period from 2014 through 2016. Two principal elements of the restructuring were a decrease in residential (3/4-inch meter size) monthly base charge and three-tiered residential commodity charge; and an increase in the single-tiered non-residential and multi-family commodity charge.

On May 7, 2014, City Council approved a five-year program of rate adjustments for water, wastewater and solid waste services. For the water and wastewater utilities, the approved annual rate adjustment is the lesser of the ENR index change or three percent. The previous year's ENR index change was 1.975 percent and staff is recommending a water rate increase of 1.975 percent. A summary of current and proposed rates for flat rate and usage-based rate customers is provided in Attachment B. For a resident still on the flat rate, the monthly charge for a three-bedroom home will increase from \$45 to \$45.89 or \$0.89 per month. A metered resident using an average of 1,800 cubic feet of water per month will see a decrease from \$43.05 to \$40.63, or \$2.42 per month.

FISCAL IMPACT: Increased revenues to the water utility are required to keep up with cost of service increases and new mandated costs.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Interim Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
CES/RAY/tdb
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Attachment A

Programmed and Implemented Rate Adjustments

Water

Year	Programmed	Implemented
2009	3.10 ⁽¹⁾	0
2010	0.73 ⁽¹⁾	0
2011	5.98 ⁽²⁾	2
2012	2.53 ⁽³⁾	2.2
2013	2.50 ⁽³⁾	2.5
2014	3.30 ⁽³⁾	2.5
2015	2.00 ⁽³⁾	2.0 ⁽⁴⁾
2016	1.975 ⁽³⁾	1.975 ⁽⁴⁾

(1) Consumer Price Index change

(2) Consumer Price Index change (December 2008 through December 2010)

(3) Engineering News Record Index change

(4) Recommended by Staff

Attachment B
City of Lodi
Current and Proposed Flat Water Rates

			Future Rate Ceiling (2)		
	Current (Jan. 2015)	Proposed (Jan. 2016)	Potential (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
	Rate Increase -->	1.975%	3.0%	3.0%	3.0%
FLAT RATES					
<i>Single Family Residential</i>					
1 Bedroom	\$ 31.26	\$ 31.88	\$ 32.84	\$ 33.83	\$ 34.84
2 Bedroom	\$ 37.55	\$ 38.29	\$ 39.44	\$ 40.62	\$ 41.84
3 Bedroom	\$ 45.00	\$ 45.89	\$ 47.27	\$ 48.69	\$ 50.15
4 Bedroom	\$ 54.07	\$ 55.14	\$ 56.79	\$ 58.49	\$ 60.24
5 Bedroom	\$ 64.85	\$ 66.13	\$ 68.11	\$ 70.15	\$ 72.25
6 Bedroom	\$ 77.83	\$ 79.37	\$ 81.75	\$ 84.20	\$ 86.73
7 Bedroom	\$ 99.33	\$ 101.29	\$ 104.33	\$ 107.46	\$ 110.68
<i>Multi-Family (1)</i>					
1 Bedroom	\$ 26.84	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
2 Bedroom	\$ 32.19	\$ 32.83	\$ 33.81	\$ 34.82	\$ 35.86
3 Bedroom	\$ 38.64	\$ 39.40	\$ 40.58	\$ 41.80	\$ 43.05
<i>Mobile Homes</i>					
Any Size	\$ 26.84	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
<i>Non-Residential</i>					
Existing unmetered	Varies	+1.975%	+3.0%	+3.0%	+3.0%

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.
- (2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index

City of Lodi
Current and Proposed Usage-Based Water Rates

			Future Rate Ceiling (3)		
	Current (Jan. 2015)	(Jan. 2016) (2)	Potential (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
Rate Increase -->		1.975%	3.0%	3.0%	3.0%
USAGE-BASED RATES					
Monthly Service Charge					
Single Family					
Up to 3/4" meter	\$ 22.58	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 35.91	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
1 1/2" meter	\$ 68.95	\$ 63.35	\$ 65.25	\$ 67.21	\$ 69.23
2" meter	\$ 108.77	\$ 99.53	\$ 102.52	\$ 105.60	\$ 108.77
Multi-Family and Non-Residential (1)					
Up to 3/4" meter	\$ 22.58	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 35.91	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
1 1/2" meter	\$ 68.95	\$ 63.35	\$ 65.25	\$ 67.21	\$ 69.23
2" meter	\$ 93.26	\$ 99.53	\$ 102.52	\$ 105.60	\$ 108.77
3" meter	\$ 160.61	\$ 183.98	\$ 189.50	\$ 195.19	\$ 201.05
4" meter	\$ 252.33	\$ 304.59	\$ 313.73	\$ 323.14	\$ 332.83
6" meter	\$ 476.15	\$ 605.85	\$ 624.03	\$ 642.75	\$ 662.03
8" meter	\$ 740.68	\$ 967.52	\$ 996.55	\$ 1,026.45	\$ 1,057.24
10" meter	\$ 1,045.83	\$ 1,389.57	\$ 1,431.26	\$ 1,474.20	\$ 1,518.43
Usage Rates (\$/CCF)					
Single Family					
Tier 1 (0-10 CCF)	\$ 0.96	\$ 0.94	\$ 0.97	\$ 1.00	\$ 1.03
Tier 2 (11-50 CCF)	\$ 1.32	\$ 1.25	\$ 1.29	\$ 1.33	\$ 1.37
Tier 3 (>50 CCF)	\$ 1.68	\$ 1.55	\$ 1.60	\$ 1.65	\$ 1.70
Multi-Family and Non-Residential (1)					
All water usage	\$ 1.08	\$ 1.12	\$ 1.15	\$ 1.18	\$ 1.22

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.
- (2) This rate schedule reflects the third year of the 3-year rate structure phasing, as well as the adjustment due to ENR indexing.
- (3) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
SETTING PRE-APPROVED ENGINEERING NEWS
RECORD ADJUSTMENT INDEX FOR USAGE-BASED
AND FLAT WATER RATES FOR RESIDENTIAL,
COMMERCIAL, AND INDUSTRIAL CUSTOMERS

=====

WHEREAS, Resolution No. 2014-75 approved annual water rate increases in an amount not to exceed the percentage change in the Engineering News Record Twenty Cities Annual Average Index, or three percent, beginning 2015 through January 2019. A Proposition 218 procedure was conducted that validated this action; and

WHEREAS, staff has regularly updated the Water Utility Financial Plan with the assistance of the The Reed Consulting Group, Inc., of Sacramento; and

WHEREAS, the current water rate adjustment reflects a 1.975 percent increase.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby set pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial and industrial customers, as outlined on Exhibit A, with the effective date of the increase to be January 1, 2016.

Dated: December 16, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

City of Lodi
Current and Proposed Flat Water Rates

	Current (Jan. 2015)	Proposed (Jan. 2016)	Future Rate Ceiling (2)		
			Potential (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
Rate Increase -->		1.975%	3.0%	3.0%	3.0%
FLAT RATES					
<i>Single Family Residential</i>					
1 Bedroom	\$ 31.26	\$ 31.88	\$ 32.84	\$ 33.83	\$ 34.84
2 Bedroom	\$ 37.55	\$ 38.29	\$ 39.44	\$ 40.62	\$ 41.84
3 Bedroom	\$ 45.00	\$ 45.89	\$ 47.27	\$ 48.69	\$ 50.15
4 Bedroom	\$ 54.07	\$ 55.14	\$ 56.79	\$ 58.49	\$ 60.24
5 Bedroom	\$ 64.85	\$ 66.13	\$ 68.11	\$ 70.15	\$ 72.25
6 Bedroom	\$ 77.83	\$ 79.37	\$ 81.75	\$ 84.20	\$ 86.73
7 Bedroom	\$ 99.33	\$ 101.29	\$ 104.33	\$ 107.46	\$ 110.68
<i>Multi-Family (1)</i>					
1 Bedroom	\$ 26.84	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
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3 Bedroom	\$ 38.64	\$ 39.40	\$ 40.58	\$ 41.80	\$ 43.05
<i>Mobile Homes</i>					
Any Size	\$ 26.84	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
<i>Non-Residential</i>					
Existing unmetered	Varies	+1.975%	+3.0%	+3.0%	+3.0%

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.
- (2) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index

**City of Lodi
Current and Proposed Usage-Based Water Rates**

			Future Rate Ceiling (3)		
	Current (Jan. 2015)	(Jan. 2016) (2)	Potential (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
	Rate Increase -->		3.0%	3.0%	3.0%
USAGE-BASED RATES					
Monthly Service Charge					
Single Family					
Up to 3/4" meter	\$ 22.58	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 35.91	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
1 1/2" meter	\$ 68.95	\$ 63.35	\$ 65.25	\$ 67.21	\$ 69.23
2" meter	\$ 108.77	\$ 99.53	\$ 102.52	\$ 105.60	\$ 108.77
Multi-Family and Non-Residential (1)					
Up to 3/4" meter	\$ 22.58	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 35.91	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
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10" meter	\$ 1,045.83	\$ 1,389.57	\$ 1,431.26	\$ 1,474.20	\$ 1,518.43
Usage Rates (\$/CCF)					
Single Family					
Tier 1 (0-10 CCF)	\$ 0.96	\$ 0.94	\$ 0.97	\$ 1.00	\$ 1.03
Tier 2 (11-50 CCF)	\$ 1.32	\$ 1.25	\$ 1.29	\$ 1.33	\$ 1.37
Tier 3 (>50 CCF)	\$ 1.68	\$ 1.55	\$ 1.60	\$ 1.65	\$ 1.70
Multi-Family and Non-Residential (1)					
All water usage	\$ 1.08	\$ 1.12	\$ 1.15	\$ 1.18	\$ 1.22

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.
- (2) This rate schedule reflects the third year of the 3-year rate structure phasing, as well as the adjustment due to ENR indexing.
- (3) These are the maximum rates for each year, without a formal rate-setting process. Actual water rate adjustments may be lower and would be tied to annual changes in the ENR index



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT WATER RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

PUBLISH DATE: SATURDAY, NOVEMBER 7, 2015

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: JENNIFER M. FERRAILOLO, CITY CLERK
LNS ACCT. #0510052 City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, NOVEMBER 5, 2015

ORDERED BY: JENNIFER M. FERRAILOLO
CITY CLERK

Pamela M. Ferris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Emailed to the Sentinel at dianer@lodinews.com at 7:53 (time) on 11/5/15 (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ ES _____ PMF (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT WATER RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

On Thursday, November 5, 2015, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
Worknet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 5, 2015, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO
CITY CLERK**

A handwritten signature in blue ink that reads "Pamela M. Ferris".

PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: December 16, 2015

Time: 7:00 p.m.

For information regarding this notice please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, December 16, 2015**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Adoption of resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers (as identified on the attached Exhibit A).**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at, or prior to, the public hearing.

By Order of the Lodi City Council:


Jennifer M. Ferraiolo
City Clerk

Dated: November 4, 2015

Approved as to form:

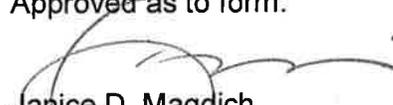

Janice D. Magdich
City Attorney

Exhibit A
City of Lodi
Current and Proposed Flat Water Rates

			Future Rate Ceiling (2)		
	Current (Jan. 2015)	Proposed (Jan. 2016)	Potential (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
	Rate Increase -->	1.975%	3.0%	3.0%	3.0%
FLAT RATES					
<i>Single Family Residential</i>					
1 Bedroom	\$ 31.26	\$ 31.88	\$ 32.84	\$ 33.83	\$ 34.84
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Any Size	\$ 26.84	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91
<i>Non-Residential</i>					
Existing unmetered	Varies	+1.975%	+3.0%	+3.0%	+3.0%

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.
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City of Lodi
Current and Proposed Usage-Based Water Rates

			Future Rate Ceiling (3)		
	Current (Jan. 2015)	(Jan. 2016) (2)	Potential (Jan. 2017)	Potential (Jan. 2018)	Potential (Jan. 2019)
	Rate Increase -->	1.975%	3.0%	3.0%	3.0%
USAGE-BASED RATES					
Monthly Service Charge					
Single Family					
Up to 3/4" meter	\$ 22.58	\$ 21.23	\$ 21.87	\$ 22.53	\$ 23.21
1" meter	\$ 35.91	\$ 33.34	\$ 34.34	\$ 35.37	\$ 36.43
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Usage Rates (\$/CCF)					
Single Family					
Tier 1 (0-10 CCF)	\$ 0.96	\$ 0.94	\$ 0.97	\$ 1.00	\$ 1.03
Tier 2 (11-50 CCF)	\$ 1.32	\$ 1.25	\$ 1.29	\$ 1.33	\$ 1.37
Tier 3 (>50 CCF)	\$ 1.68	\$ 1.55	\$ 1.60	\$ 1.65	\$ 1.70
Multi-Family and Non-Residential (1)					
All water usage	\$ 1.08	\$ 1.12	\$ 1.15	\$ 1.18	\$ 1.22

Notes:

- (1) Multi-family includes duplexes, triplexes, fourplexes, apartments, condominiums, and mobile home parks.
- (2) This rate schedule reflects the third year of the 3-year rate structure phasing, as well as the adjustment due to ENR indexing.
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TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Two Vacancies on the Site Plan and Architectural Review Committee

MEETING DATE: December 16, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for two vacancies on the Site Plan and Architectural Review Committee.

BACKGROUND INFORMATION: Two terms are due to expire on the Site Plan and Architectural Review Committee on January 1, 2016. It is recommended that the City Council direct the City Clerk to post for the following.

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

Site Plan and Architectural Review Committee

Tim Litton	Term to expire January 1, 2016
Roger Stafford	Term to expire January 1, 2016

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

APPROVED: _____
Stephen Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report
MEETING DATE: December 16, 2015
PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

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

Attached please find the cumulative report through November 30, 2015.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Reorganization of the Following Agencies for the Purpose of Electing New Officers:

- Lodi Public Improvement Corporation
- Industrial Development Authority
- Lodi Financing Corporation
- Lodi Public Financing Authority

MEETING DATE: December 16, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Conduct meetings of the following agencies for the purpose of electing new officers and adopt resolutions certifying the same.

- Lodi Public Improvement Corporation
- Industrial Development Authority
- Lodi Financing Corporation
- Lodi Public Financing Authority

BACKGROUND INFORMATION: In light of the City Council reorganization, it is necessary to appoint new officers to the above listed agencies.

The City Council will appoint the newly-elected Mayor and Mayor Pro Tempore as determined in the Council's reorganization to serve as the officers for each of these agencies for calendar year 2016.

There is no other business to come before the agencies at this meeting.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk/Secretary

JMF/PMF

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. LPIC2015-01

A RESOLUTION ELECTING OFFICERS OF
THE LODI PUBLIC IMPROVEMENT
CORPORATION

WHEREAS, under the organizational procedures of the Lodi Public Improvement Corporation, an annual meeting of Directors shall be held and officers elected.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Lodi Public Improvement Corporation that the following persons are elected to the offices set forth opposite their names below as officers of the Corporation, to serve until the election and qualification of their successors as provided in Article III, Section 2, of the bylaws of the Corporation:

<u>Name</u>	<u>Title</u>
Mark Chandler	President
Doug Kuehne	Vice President
Jordan Ayers	Treasurer
Jennifer M. Ferraiolo	Secretary

DATED: December 16, 2015

I hereby certify that Resolution No. LPIC2015-01 was passed and adopted by the Lodi City Council in a regular meeting held December 16, 2015, by the following vote:

AYES: DIRECTORS –
NOES: DIRECTORS –
ABSENT: DIRECTORS –
ABSTAIN: DIRECTORS –

JENNIFER M. FERRAIOLO
Secretary

LPIC2015-01

RESOLUTION NO. IDA-38

A RESOLUTION OF THE INDUSTRIAL
DEVELOPMENT AUTHORITY AMENDING
RESOLUTION NO. IDA-37 BY ELECTING
NEW OFFICERS

=====

RESOLVED by the Industrial Development Authority that Industrial Development Authority Resolution No. IDA-37 is hereby amended by electing new officers, as follows:

SECTION 1: There shall be appointed from the Board of Directors a Chairperson and Vice Chairperson as follows:

Chairperson: Mark Chandler

Vice Chairperson: Doug Kuehne

SECTION 2: There shall be appointed from the staff to the Authority, a Secretary and Treasurer, as follows:

Secretary: Jennifer M. Ferraiolo

Treasurer: Jordan V. Ayers

SECTION 3: This Resolution shall take effect immediately upon its passage.

=====

Approved and adopted December 16, 2015, by the following vote:

AYES: AUTHORIZING MEMBERS –

NOES: AUTHORIZING MEMBERS –

ABSENT: AUTHORIZING MEMBERS –

ABSTAIN: AUTHORIZING MEMBERS –

MARK CHANDLER
Chairperson, Industrial Development
Authority, City of Lodi, California

Attest:

JENNIFER M. FERRAILOLO, Secretary
Industrial Development Authority,
City of Lodi, California

RESOLUTION NO. LFC-25

A RESOLUTION ELECTING OFFICERS OF THE
LODI FINANCING CORPORATION

=====

WHEREAS, under the organizational procedures of the Lodi Financing Corporation, an annual meeting of Directors shall be held and officers elected.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Lodi Financing Corporation that the following persons are elected to the offices set forth opposite their names below as officers of the Corporation, to serve until the election and qualification of their successors as provided in Article III, Section 303, of the bylaws of the Corporation:

<u>Name</u>	<u>Title</u>
Mark Chandler	President
Doug Kuehne	Vice President
Jordan V. Ayers	Treasurer
Jennifer M. Ferraiolo	Secretary

Dated: December 16, 2015

=====

I hereby certify that Resolution No. LFC-25 was passed and adopted by the Board of Directors of the Lodi Financing Corporation in a regular meeting held December 16, 2015, by the following vote:

- AYES: DIRECTORS –
- NOES: DIRECTORS –
- ABSENT: DIRECTORS –
- ABSTAIN: DIRECTORS –

JENNIFER M. FERRAIOLO
Secretary

RESOLUTION NO. LPFA2015-01

A RESOLUTION ELECTING OFFICERS OF THE
LODI PUBLIC FINANCING AUTHORITY

RESOLVED, under the organizational procedures of the Lodi Public Financing Authority, an annual meeting of Directors is hereby held and the following officers elected:

SECTION 1: There shall be appointed from the Board of Directors a Chairperson and Vice Chairperson as follows:

Mark Chandler	Chairperson
Doug Kuehne	Vice Chairperson

SECTION 2: There shall be appointed from the staff to the Authority, an Executive Director, a Secretary, Treasurer, and General Counsel, as follows:

Stephen Schwabauer	Executive Director
Jennifer M. Ferraiolo	Secretary
Jordan Ayers	Treasurer
Janice D. Magdich	General Counsel

SECTION 3: This Resolution shall take affect immediately upon its passage.

I hereby certify that Resolution No. LPFA2015-01 was passed and adopted by the Board of Directors of the Lodi Public Financing Authority in a regular meeting held December 16, 2015, by the following vote:

AYES: BOARD MEMBERS –
NOES: BOARD MEMBERS –
ABSENT: BOARD MEMBERS –
ABSTAIN: BOARD MEMBERS –

JENNIFER M. FERRAIOLO
Secretary

LPFA2015-01