



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – Regular Meeting

Date: May 20, 2020

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

Streaming Link:

[www.facebook.com/CityofLodi/](http://www.facebook.com/CityofLodi/)

## Special Notice

**Effective immediately and while social distancing measures are imposed, Council chambers will be closed to the public during meetings of the Lodi City Council.**

**The following alternatives are available to members of the public to watch Council meetings and provide comments on agenda and non-agenda items before and during the meetings.**

### **Viewing:**

Members of the public may view and listen to the open session of the meeting at [www.facebook.com/CityofLodi/](http://www.facebook.com/CityofLodi/)

### **Public Comment:**

Members of the public can send written comments to the City Council prior to the meeting by emailing [councilcomments@lodi.gov](mailto:councilcomments@lodi.gov). These emails will be provided to the members of the City Council and will become part of the official record of the meeting.

Members of the public who wish to verbally address the City Council during the meeting should email those comments to [councilcomments@lodi.gov](mailto:councilcomments@lodi.gov). Comments must be received before the Mayor or Chair announces that the time for public comment is closed. The Assistant City Clerk will read three minutes of each email into the public record. **IMPORTANT:** Identify the Agenda Item Number or Oral Communications in the subject line of your email. **Example:** Public Comment for Agenda Item Number C-17.

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment in this meeting, please contact the Office of the City Clerk at (209) 333-6702 or [cityclerk@lodi.gov](mailto:cityclerk@lodi.gov) at least 48 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. If you need special assistance in this meeting for purposes other than providing public comment, please contact the Office of the City Clerk at (209) 333-6702 or [cityclerk@lodi.gov](mailto:cityclerk@lodi.gov) at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.160 (b) (1)).

## **SPECIAL TELECONFERENCE NOTICE**

### **Pursuant to Executive Order N-29-20:**

The Brown Act, Government Code Section 54953, contains special requirements that apply when members of a legislative body participate in a public meeting by telephone. Certain of these requirements have been suspended by Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, to mitigate the spread of Coronavirus (COVID-19). In particular, the Executive Order suspends that provision of the Brown Act that requires noticing, posting of agendas, and public access to each location where a member will be participating telephonically, as well as provisions that require physical presence of members of the legislative body or the public for purposes of a quorum or to hold a meeting. Executive Order N-29-20 allows an agency to conduct a teleconference meeting that provides members of the public telephonic or other electronic participation in place of making a physical location for the public to observe the meeting and provide public comment, consistent with other provisions of the Brown Act.

**The following members of the Lodi City Council are listed to permit them to appear telephonically at the City Council Meeting on May 20, 2020:** Mayor Pro Tempore Alan Nakanishi.

For information regarding this Agenda please contact:  
**Pamela M. Farris**  
**Assistant 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) Pending Litigation: Government Code §54956.9(a); one case; *Cross Culture Christian Center, a California Non-Profit Corporation; Pastor Jonathan Duncan, an individual v. Gavin Newsom, in his official capacity as Governor of California, et al.*, United States District Court, Eastern District of California Case No. 2:20-cv-00832-JAM-CKD
- b) Pending Litigation: Government Code §54956.9(a); one case; *Best Supplement Guide, LLC; Sean Covell, an individual, vs. Gavin Newsom, in his official capacity as the Governor of California, et al.*, United States District Court, Eastern District of California Case No. 2:20-cv-00965-JAM-CKD

**C-3 Adjourn to Closed Session**

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

**C-4 Return to Open Session / Disclosure of Action**

- A. Call to Order / Roll Call**
- B. Presentations – None**
- C. Consent Calendar (Reading; Comments by the Public; Council Action)**

*All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, refer to the Special Teleconference Notice at the beginning of this agenda.*

- C-1 Receive Register of Claims for April 17, 2020 through April 30, 2020 in the Amount of \$6,454,618.58 (FIN)
- C-2 Approve Minutes (CLK)
  - a) April 28 and May 5, 2020 (Shirtsleeve Sessions)
  - b) April 29, 2020 (Special Meeting)
- C-3 Approve Specifications and Authorize Advertisement for Bids for 2020/2021 Pavement Resurfacing Project (PW)
- Res. C-4 Adopt Resolution Authorizing City Manager to Waive Bid Process and Approve Purchase of Radios and Portable In-Car Computers (\$45,736) (PD)
- Res. C-5 Adopt Resolution Approving Amendment No. 3 to Professional Services Agreement with Michael Baker International for a Phase II Subsurface Investigation and Report at 2 East Lodi Avenue for the Homeless Emergency Aid Program (HEAP) Project in an Amount Not to Exceed \$36,620 (CD)

- Res. C-6 Adopt Resolution Authorizing the City Manager to Approve Audit Expense, Grant Management Fee, Matching Funds, and Purchase of Additional Self-Contained Breathing Apparatus Equipment from Unexpended Funds from the 2019 Assistance to Firefighter Grant Awarded to Lodi Fire Department in 2019, and Further Appropriating Funds (\$4,000) (FD)
- Res. C-7 Adopt Resolution Authorizing City Manager to Execute Meter Services Agreement with Olameter Corporation, of Arlington, Texas, in Amount Not to Exceed \$20,000 for One Year with Automatic Annual Renewals Thereafter (EU)
- Res. C-8 Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2020/21 (PW)
- C-9 Receive Report Regarding Communication Pertaining to COVID-19 Fiscal Impact (CLK)
- C-10 Receive Report Regarding Communication Pertaining to the Re-Opening of the City of Lodi for Business (CLK)
- Res. C-11 Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments, Resolution  
Res. Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect Assessments for the  
Res. Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2020/21; and  
Set Public Hearing for June 17, 2020 (PW)
- C-12 Set Public Hearing for June 3, 2020 to Consider Adopting a Resolution Amending the Procedures for Review of Growth Allocation Applications (CD)

**D. Comments by the Public on Non-Agenda Items**

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

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

*If you wish to address the Council, please refer to the Special Teleconference Notice at the beginning of this agenda. Individuals are limited to one appearance during this section of the Agenda.*

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

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

**G. Public Hearings – None**

**H. Regular Calendar**

- H-1 Receive Direction Regarding 2020 Downtown Concrete Cleaning (PW)
- H-2 Receive Direction Regarding Lease of City Property Located at 111 North Stockton Street (PW)
- H-3 Presentation of the Draft Fiscal Year 2020/21 Budget and Fiscal Plan (DCM)

**I. Ordinances**

Ord. I-1 Adopt Ordinance No.1977 Entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 17 - Development Code, by Repealing and Reenacting Section 17.18.020 – Purposes of Residential Zoning Districts, Section 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements, Section 17.20.040 – Commercial District General Development Standards, and Section 17.22.030 - Mixed Use Zoning Districts Land Uses and Permit Requirements in Their Entirety" (CLK)

**J. 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.

---

Pamela M. Farris  
Assistant 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 Pamela M. Farris 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 Pamela M. Farris (209) 333-6702.*

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

*Members of the public may view and listen to the open session of this teleconference meeting at [www.facebook.com/CityofLodi/](https://www.facebook.com/CityofLodi/)*



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Register of Claims for April 17, 2020 through April 30, 2020 in the Total Amount of \$6,454,618.58

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Internal Services Director

---

**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$6,454,618.58

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$6,454,618.58 for April 17, 2020 through April 30, 2020. Also attached is Payroll in the amount of \$1,629,363.25 through April 19, 2020.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

---

Andrew Keys  
Internal Services Director

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

Council Report  
City of Lodi - v11.3.20 Live  
4/17/2020 through 4/30/2020

<b>Fund</b>	<b>Fund Title</b>	<b>Amount</b>
100	General Fund	\$950,602.64
103	Measure L	\$17,567.78
120	Library Fund	\$2,748.00
140	Expendable Trust	\$3,203.00
200	Parks Rec & Cultural Services	\$28,762.05
205	State Grants	\$5,950.50
270	Comm Dev Special Rev Fund	\$80,564.23
301	Gas Tax-2105 2106 2107	\$16,739.49
303	Measure K Funds	\$25,481.00
307	Federal - Streets	\$322.78
350	H U D	\$3,569.85
401	Equipment Replacement Fund	\$104,173.97
404	Vehicle Replacement Fund - FD	\$3,626.38
437	IMF Parks & Rec Facilities	\$1,531.00
500	Electric Utility Fund	\$3,618,309.58
501	Utility Outlay Reserve Fund	\$291,819.80
504	Public Benefits Fund	\$25,220.80
508	Environmental Compliance	\$176,489.00
530	Waste Water Utility Fund	\$90,218.04
531	Waste Wtr Util-Capital Outlay	\$57,597.46
560	Water Utility Fund	\$570,543.32
561	Water Utility-Capital Outlay	\$171,639.22
590	Central Plume	\$4,025.01
600	Dial-a-Ride/Transportation	\$20,763.06
601	Transit Capital	\$15,803.25
650	Internal Service/Equip Maint	\$47,693.74
655	Employee Benefits	\$116,718.73
660	General Liabilities	\$2,599.90
665	Worker's Comp Insurance	\$335.00
<b>Total</b>		<b>\$6,454,618.58</b>

**Council Report: Payroll**  
**City of Lodi - v11.3.20 Live**  
**Pay Period 4/19/2020**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
100	General Fund	912,004.76
103	Measure L	119,718.37
120	Library Fund	17,446.76
200	Parks Rec & Cultural Services	99,225.37
270	Comm Dev Special Rev Fund	28,415.86
301	Gas Tax-2105 2106 2107	24,437.93
500	Electric Utility Fund	196,407.13
501	Utility Outlay Reserve Fund	26,693.12
530	Waste Water Utility Fund	154,932.36
560	Water Utility Fund	20,361.25
561	Water Utility-Capital Outlay	464.35
600	Dial-a-Ride/Transportation	10,689.80
650	Internal Service/Equip Maint	18,566.19
<b>Report Total</b>		<b>1,629,363.25</b>



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Approve Minutes  
a) April 28, 2020 (Shirtsleeve Session)  
b) April 29, 2020 (Special Meeting)  
c) May 5, 2020 (Shirtsleeve Session)

**MEETING DATE:** May 20, 2020

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) April 28, 2020 (Shirtsleeve Session)  
b) April 29, 2020 (Special Meeting)  
c) May 5, 2020 (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.

---

Pamela M. Farris  
Assistant City Clerk

Attachments

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 28, 2020**

The April 28, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris  
Assistant City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, APRIL 29, 2020**

A. Call to Order / Roll Call

The Special City Council meeting of April 29, 2020, was called to order by Mayor Kuehne at 7:04 p.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at [www.facebook.com/cityoflodi](http://www.facebook.com/cityoflodi); the opportunity for public comment was available through [councilcomments@lodi.gov](mailto:councilcomments@lodi.gov).

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

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

B. Regular Calendar

B-1 Adopt Resolution Approving the Revised Lodi Electric Utility Greenhouse Gas Free Allowance Proceeds Spending Plan; Authorizing One-Time Bill Credits to Lodi Electric Utility Customer Accounts; and Authorizing the City Manager or Designee to Complete All Necessary Accounting Adjustments and/or Transfers (EU)

Electric Utility Director Jeff Berkheimer provided a presentation regarding rate relief to Lodi Electric Utility (LEU) customers due to the COVID-19 pandemic. Specific topics of discussion included provision of bill credits to all LEU customers relative to rate classes and two funds to be utilized to finance credits - Public Benefits and Greenhouse Gas Free Allowance.

Mayor Pro Tempore Nakanishi stated that he likes the proposal as it is fair to all customers, both residential and commercial, and it is a one-time credit.

Mr. Berkheimer commented that the City will not be spending down the reserves beyond what is fiscally responsible.

Council Member Chandler stated that he is in favor of the proposal.

In response to Council Member Chandler, Mr. Berkheimer stated that he had reached out to Northern California Power Agency staff and member agencies to find out what other communities are doing, and shared several examples - Healdsburg is funding low-income customers for April, May, and June; Redding provided a \$50 bill credit for all accounts and is in the process of approving a \$250 bill credit for all accounts; Roseville provided a one-time residential relief credit; Silicon Valley Power provided a \$30 residential credit and 25% bill discount for residential customers impacted by the COVID -19 event; and Shasta Lake has previously provided bill credits through the Cap and Trade Program in 2018 and 2019.

In response to Council Member Mounce, Mr. Berkheimer stated the City is not cutting anything to provide funding for the credits; some programs may be delayed by six months or a year but no proposals will be given up.

In response to Mayor Kuehne, Rates & Resource Manager Melissa Price stated that there are approximately 23,000 residential customers, 3,000 small and medium commercial customers, and fewer than 50 industrial customers, for a total of approximately 26,000 active accounts receiving a credit.

In response to Mayor Kuehne, Mr. Berkheimer stated that low-income and elderly customers are included in the residential bill credit, and staff will evaluate fund balances to see if there is an ability to provide further relief to low-income and elderly customers as Phase 2. Ms. Price further responded that low-income customers are continuing to receive a 30% discount on their bills.

Mayor Kuehne stated that he is more concerned about the low-income and elderly customers, should the City consider a second credit.

In response to Council Member Chandler's question regarding communication to customers, Deputy City Manager Keys stated customers' bills will have the credit prominently displayed with a brief explanation, and notification will also go out on the City's and LEU's Facebook pages.

Mayor Pro Tempore Nakanishi suggested giving the credit in June when the weather is hotter and utility bills will be higher. Mr. Berkheimer responded that staff is trying to impact the most people in need, and hopefully by June the stay-at-home order will be over and people will be back to work. Ms. Price further responded that to pick up the higher utility bills, the credit would need to be pushed out past June, and the credit would not be providing immediate relief.

Council Member Mounce stated that she feels the City needs to make sure the public knows about the credit and suggested putting up a billboard. She further stated that notification needs to go out in English and Spanish to make sure that customers know about the low-income/senior discounts that are available, as well as the Salvation Army program.

Mayor Kuehne concurred, stating the City did not score well on the last survey on imaging for LEU, and the information included on the bill is limited, so he would encourage LEU to put up a billboard to announce the credit.

Council Member Chandler agreed, stating this is an opportunity for the City to talk about what it is doing for citizens, and suggested the LEU Director talk with media outlets.

Ms. Price responded that an advertising contract is currently in process which could be utilized to promote these activities.

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-82 approving the revised Lodi Electric Utility Greenhouse Gas Free Allowance Proceeds Spending Plan; authorizing one-time bill credits to Lodi Electric Utility customer accounts; and authorizing the City Manager or designee to complete all necessary accounting adjustments and/or transfers.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

**ROLL CALL VOTE**

The City Council held a ROLL CALL vote (all voiced their votes).

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:23 p.m.

ATTEST:

Pamela M. Farris  
Assistant City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MAY 5, 2020**

The May 5, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris  
Assistant City Clerk



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2020/2021 Pavement Resurfacing Project

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2020/2021 Pavement Resurfacing Project.

**BACKGROUND INFORMATION:** On May 6, 2020 Council adopted a resolution approving this project as the recipient of the Road Repair and Accountability Act of 2017, Senate Bill 1 (SB1) funding for the 2020/2021 Fiscal Year.

This pavement resurfacing includes the application of rubberized asphalt cape seal and fiberized slurry seal. The project limits will include various streets throughout the City, as shown on Exhibit A.

The rubberized asphalt cape seal is a two-layer system of a rubberized chip seal on the bottom, with a fiberized slurry seal (slurry seal with strands of glass fiber added) on top. The rubberized cape seal will be applied to streets with more surface defects, while only one layer of fiberized slurry seal will be applied to those streets with fewer surface defects.

The specifications are on file in the Public Works Department. The planned bid opening date is June 17, 2020. The contract estimate is \$1,330,000. Project award is anticipated to be July 15, 2020.

**FISCAL IMPACT:** By investing in the recommended maintenance project, significant capital dollars will be saved by extending the useful life of the pavement and foregoing more costly pavement reconstruction.

**FUNDING AVAILABLE:** Funding will be identified at project award. The project funding will come from SB1.

Charles E. Swimley, Jr.  
Public Works Director

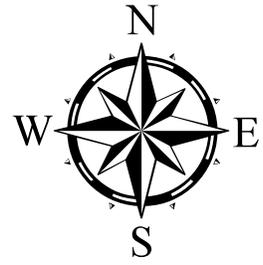
Prepared by Sean Nathan, Senior Civil Engineer  
CES/SN/tc  
Attachment

cc: Utility Manager

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

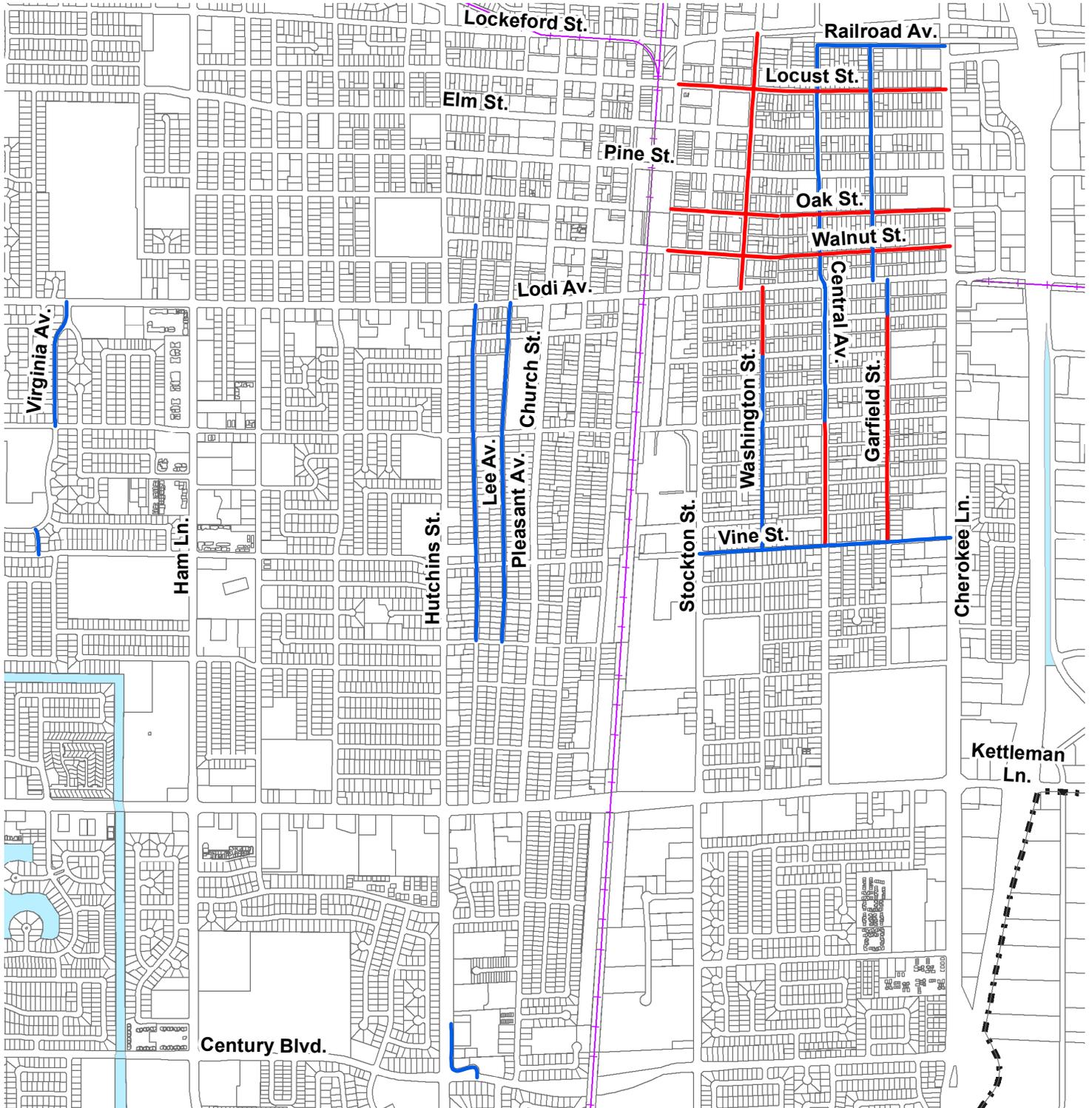
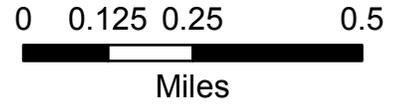


# Exhibit A Project Locations



## Legend

- Cape Seal
- Slurry Seal





**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Waive Bid Process and Approve Purchase of Radios and Portable In-car Computers (\$45,736)

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Police Chief

---

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to waive bid process and approve the purchase of radios and portable in-car computers in the amount of \$45,736.

**BACKGROUND INFORMATION:** It is important that frontline public safety staff be outfitted with reliable communication equipment. Safety personnel rely on communication equipment to effectively relay calls for service, location, status of calls, and the status of officer safety. As communication equipment ages the technology gets outdated and the reliability declines, replacement parts are hard to obtain, and support is no longer available. The Police Department faced aging technology with their radios and in-car computers. At their meeting held June 5, 2019, the City Council approved the replacement purchase of two-thirds of the Police Department's radios and in-car computers. The plan was to budget for the last third in the 2020/21 budget, however, with revenue projections lower than expected due to Covid-19 closures, we are requesting the purchase of a partial third from the 2019/20 budget.

***Radios***

The Police uses portable radios which direct personnel to the location of emergency incidents. These radios are designed to receive and respond to calls from dispatch, sworn staff, code enforcement, Partners, and Probation. Small portable radios exist to allow each officer to carry one easily when they are responding to calls outside of their vehicles.

Police have portable radios that are at end of life. With radios failing and parts that are hard to find the Police Department needs new radios. The department currently uses Motorola and the first two-thirds were purchased from Motorola.

***In-Car Computers***

The remaining Police in-car computers are also at the end of life and are no longer covered by the manufacturer's warranty. The current Panasonic tough book computers were purchased in 2014 and have been in service since that time. After five years of use, 24 hours a day seven days a week, they are failing. Officers and supervisors spend a lot of time at the beginning of shifts trying to identify computers to Connect properly to the Computer Aided Dispatch system. This causes a delay in officers starting shifts on time and responding to calls for service.

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

The Police Department and Information Technology looked at different models of computers and decided in 2019 to move forward with the Dell Latitude 5420 laptop.

The funding is coming from excess budgeted funds that were earmarked for replacement and/or repairs to the department's intercom system. The quoted intercom work is funded by the Capital Improvement budget and came in lower than first estimated. This leaves the Police Department's general fund budget approximately \$45,000 to partially fund the remaining necessary radios and in-car computers. Although this purchase will not fully replace our outdated radios, it will get new radios deployed to all of our front-line officers.

Vendor	Items	Cost
Motorola	Mobile Radios (7)	\$35,486.64
Dell	In-Car Computers (3)	\$10,248.71

The Lodi Municipal Code allows for dispensing of bids when it is in the best interest of the City to do so.

**FISCAL IMPACT:** Funds for this purchase are available in the 2019/20 Support Services Repairs to Communication Equipment Fund

**FUNDING AVAILABLE:** Repairs to Communication Equipment \$45,736 (10031004.72530)

---

Andrew Keys  
Deputy City Manager/Internal Services Director

---

Sierra Brucia  
Chief of Police



Quote Number: QU0000505364  
 Effective: 05 MAY 2020  
 Effective To: 04 JUL 2020

**Bill-To:**  
 LODI POLICE DEPT, CITY OF  
 P O BOX 3006  
 LODI, CA 95241-1910  
 United States

**Ultimate Destination:**  
 LODI POLICE DEPT, CITY OF  
 215 W ELMS ST  
 LODI, CA 95240  
 United States

**Attention:**  
**Name:** Jennelle Baker  
**Email:** j baker@lodi.gov  
**Phone:** 209.333.6800x6722

**Sales Contact:**  
**Name:** David Naasz  
**Email:** DNaasz@deltawireless.com  
**Phone:** 209.948.9611

**Request For Quote:** LODI POLICE DEPT.  
**Contract Number:** HGAC  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	7	H98QDD9PW5BN	APX6000 UHF R1 MODEL 1.5 PORTABLE	\$2,705.00	\$1,974.65	\$13,822.55
1a	7	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$876.00	\$6,132.00
1b	7	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$219.00	\$1,533.00
1c	7	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$2,631.65
1d	7	H885BK	ADD: 3Y ESSENTIAL SERVICE	\$90.00	\$90.00	\$630.00
1e	7	H869BZ	ENH: MULTIKEY	\$330.00	\$240.90	\$1,686.30
1f	7	Q625AX	ENH: DES,DES-XL,DES-OFB ENCRYPTION AND ADP	\$599.00	\$437.27	\$3,060.89
1g	7	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	-	-	-
1h	7	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	\$100.00	\$73.00	\$511.00
2	7	PMLN6802A	ACCESSORY KIT,MOLDED NYLON CARRY CASE W/SWIVEL	\$55.00	\$43.99	\$307.93
3	7	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$123.75	\$866.25
4	7	PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK	\$133.00	\$106.40	\$744.80
5	7	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$163.00	\$122.25	\$855.75

Estimated Tax Amount \$2,704.52

**Total Quote in USD \$35,486.64**

Programming Not Included.

\*\*\*PLEASE MAKE PURCHASE ORDER PAYABLE TO MOTOROLA\*\*\*

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be

acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000060658038.1</b>	Sales Rep	Christopher Mak
<b>Total</b>	<b>\$10,248.71</b>	Phone	(800) 456-3355, 5138451
Customer #	1452833	Email	Christopher_Mak@Dell.com
Quoted On	May. 06, 2020	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Jul. 05, 2020		CITY OF LODI
Deal ID	18891119		PO BOX 3006
			LODI, CA 95241-1910

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Christopher Mak

---

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
DALE TAYLOR CITY OF LODI 221 W PINE ST LODI, CA 95240-2019 (209) 333-6800	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5420	\$2,292.61	3	\$6,877.83
Gamber-Johnson Power Supply Mounting kit	\$16.33	3	\$48.99
Lind Electronics 11-16V IN, 90W DELL W/ 36IN SMK CIG	\$114.37	3	\$343.11
VEHICLE DOCK; BASIC ELECTRONICS; TRIPLE PASS-THROUGH RF; FOR LATITUDE 12/14 RUGG	\$743.10	3	\$2,229.30

<b>Subtotal:</b>	<b>\$9,499.23</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$12.00</b>
<b>Non-Taxable Amount:</b>	<b>\$572.22</b>
<b>Taxable Amount:</b>	<b>\$8,939.01</b>
<b>Estimated Tax:</b>	<b>\$737.48</b>

---

**Total:** **\$10,248.71**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

DALE TAYLOR  
CITY OF LODI  
221 W PINE ST  
LODI, CA 95240-2019  
(209) 333-6800

### Shipping Method

Standard Delivery

			Qty	Subtotal
<b>Dell Latitude 5420</b>		<b>\$2,292.61</b>	<b>3</b>	<b>\$6,877.83</b>
Estimated delivery if purchased today: Jun. 09, 2020 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003				
Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5420 Rugged, CTO	210-AQPT	-	3	-
8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz,15W, vPro)	379-BDHD	-	3	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	3	-
No AutoPilot	340-CKSZ	-	3	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	3	-
Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPTH	-	3	-
No Out-of-Band Systems Management - vPro Disabled	631-ABWH	-	3	-
16GB, 2x8GB, 2666MHz DDR4 Non-ECC	370-AEVG	-	3	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW	-	3	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	3	-
Full Security – FPR, Contacted SC, Contactless SC	346-BEVD	-	3	-
RFID Module Label	389-DOOP	-	3	-
RFID Module Label	389-DOQY	-	3	-
Dell USB,USB,AUDIO,Smart Card left I/O module	590-TEXZ	-	3	-
SYSTEM RATING LABEL	389-DOPP	-	3	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	3	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE	-	3	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	3	-
WLAN Bracket	575-BBYW	-	3	-
Qualcomm Snapdragon X20 (DW5821e) Vr2	556-BBZJ	-	3	-
WWAN Bracket	575-BBYX	-	3	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	3	-
90 Watt AC Adapter	492-BCNQ	-	3	-
No Anti-Virus Software	650-AAAM	-	3	-
OS-Windows Media Not Included	620-AALW	-	3	-
E5 US Power Cord	537-BBBD	-	3	-
Quick Referene Guide	340-CHGB	-	3	-

Factory Installed Rigid handle tied sku	540-BCIH	-	3	-
US Order	332-1286	-	3	-
2nd 3 Cell 51Whr ExpressCharge Capable Battery	451-BCHH	-	3	-
Safety/Environment and Regulatory Guide (English/Spanish)	340-AGIN	-	3	-
Regulatory Label included	389-BEYY	-	3	-
TPM Enabled	340-AJPV	-	3	-
System Driver, Dell Latitude 5420	640-BBRG	-	3	-
Dell Developed Recovery Environment	658-BCUV	-	3	-
Shuttle SHIP Material	328-BCXL	-	3	-
Directship Info Mod	340-CKTD	-	3	-
Intel(R) Core(TM) i7 Processor Label	389-CGBC	-	3	-
No Option Included	340-ACQQ	-	3	-
No Resource DVD / USB	430-XXYG	-	3	-
ENERGY STAR Qualified	387-BBNJ	-	3	-
BTO Standard shipment Air	800-BBGF	-	3	-
No UPC Label	389-BDCE	-	3	-
No Additional IO Ports	590-TEYC	-	3	-
No Option Included	340-ACQQ	-	3	-
RGB Camera	319-BBFN	-	3	-
ProSupport: Next Business Day Onsite, 1 Year Extended	808-6782	-	3	-
ProSupport: Next Business Day Onsite, 3 Years	808-6784	-	3	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	3	-
ProSupport: 7X24 Technical Support, 4 Years	808-6810	-	3	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	3	-

<b>Qty</b>	<b>Subtotal</b>
3	\$48.99

**Gamber-Johnson Power Supply Mounting kit**

Estimated delivery if purchased today:  
May. 27, 2020  
Contract # C000000181156  
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Gamber-Johnson Power Supply Mounting kit	AA136506	-	3	-

<b>Qty</b>	<b>Subtotal</b>
3	\$343.11

**Lind Electronics 11-16V IN, 90W DELL W/ 36IN SMK CIG**

Estimated delivery if purchased today:  
May. 18, 2020  
Contract # C000000181156  
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Lind Electronics 11-16V IN, 90W DELL W/ 36IN SMK CIG	A9957699	-	3	-

<b>Qty</b>	<b>Subtotal</b>
3	\$2,229.30

**VEHICLE DOCK; BASIC ELECTRONICS; TRIPLE PASS-THROUGH RF; FOR LATITUDE 12/14 RUGG**

Estimated delivery if purchased today:  
Jun. 11, 2020  
Contract # C000000181156

<b>Qty</b>	<b>Subtotal</b>
3	\$2,229.30

Description	SKU	Unit Price	Qty	Subtotal
VEHICLE DOCK; BASIC ELECTRONICS; TRIPLE PASS-THROUGH RF; FOR LATITUDE 12/14 RUGG	A8818429	-	3	-
<hr/> <b>Subtotal:</b> \$9,499.23 <b>Shipping:</b> \$0.00 <b>Environmental Fee:</b> \$12.00 <b>Estimated Tax:</b> \$737.48				
<hr/> <b>Total:</b> \$10,248.71				

# Important Notes

---

## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

### **^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO WAIVE BID PROCESS  
AND APPROVE PURCHASE OF RADIOS AND PORTABLE  
IN-CAR COMPUTERS (\$45,736)

=====

WHEREAS, it is important that frontline public safety staff be outfitted with reliable communication equipment to effectively relay calls for service, location, status of calls, and the status of officer safety; and

WHEREAS, the Police are facing aging technology with their radios and in-car computers; and

WHEREAS, the department needs to upgrade their radios and portable in-car computers; and

WHEREAS, the Lodi Municipal Code allows for dispensing with the bid process when it is in the best interest of the City to do so; and

WHEREAS, staff respectfully requests that the City Council authorize the City Manager to waive the bid process and approve the purchase of seven radios (\$35,486.64) and three portable in-car computers (\$10,248.71) from Motorola and Dell respectively.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to waive the bid process and approve the purchase of seven new radios from Motorola in the amount of \$35,486.64, and three portable in-car computers from Dell in the amount of \$10,248.71, from the Repairs to Communication Equipment (10031004.72530) in the amount of \$45,736.

Date: May 20, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held May 20, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt a Resolution Approving Amendment No. 3 to Professional Services Agreement with Michael Baker International for a Phase II Subsurface Investigation and Report at 2 East Lodi Avenue for the Homeless Emergency Aid Program (HEAP) Project in An Amount Not to Exceed \$36,620

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Community Development Director

**RECOMMENDED ACTION:** Adopt a resolution approving Amendment No. 3 to Professional Services Agreement with Michael Baker International for a phase II subsurface investigation and report at 2 East Lodi Avenue for the Homeless Emergency Aid Program (HEAP) Project in an amount not to exceed \$36,620.

**BACKGROUND INFORMATION:** In December 2018, the San Joaquin Continuum of Care (SJCoC) awarded the City \$1,250,000 in HEAP grant funds for its tiny home permanent supportive housing project. In May 2019, the City Council accepted the award.

City staff began evaluating potential sites for the project and on August 7, 2019 Council approved Michael Baker International to conduct a phase I environmental assessment on two potential sites as part of this site evaluation.

As a result of the phase I environmental assessment it is recommended that a phase II subsurface investigation and report be completed at 2 East Lodi Avenue (Maple Square).

The formation of the tiny homes project has come from a collaborative effort across the community and has taken shape based on the input of many stakeholders, including Lodi's Committee on Homelessness, a town hall meeting, homeless services providers, local advocacy groups such as Take Back Lodi, local law enforcement, developers, and residents. City staff has continued working with these and other partners to gather feedback on potential sites. Factors for site selection were deliberated, such as vacant lots, proximity to resources for project residents, compatibility with surrounding uses, compliance with zoning and development codes, concentration of similar type projects, property acquisition costs, and site development costs such as environmental assessments and clearance.

### Project Description:

The City's tiny home project will create approximately five units of permanent supportive housing in a phased setting for homeless individuals and families or those at risk of homelessness. This supportive housing will help homeless individuals/families move from emergency shelters, motel voucher and transitional housing programs, or off the streets into long-term, affordable housing where they can continue their progress toward stable and independent living.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

The project will receive tenant referrals from local organizations including Salvation Army, Lodi House and Women's Center, as well as the Housing Authority of the County of San Joaquin (HACCSJ). HACCSJ will supply housing choice vouchers to tenants. Volunteer supportive housing services will be available for tenants, and tenants will sign lease agreements that include appropriate maintenance of each unit.

The City has partnered with HACCSJ to manage the construction of this project. Also, the City will acquire or provide the land for the project site and HACCSJ will own and manage the tiny homes project, similar to its other housing properties.

**Project Budget:**

The tiny homes project is estimated to cost \$1,867,942. Of this amount, \$400,000 is allocated for property acquisition, \$1,250,442 in site improvement and construction costs, \$210,000 in project management and coordination (\$160,000 is HACCSJ donated staff time), and \$7,500 in donated landscaping and household furnishings. The SJCoC grant of \$1,250,000 will cover approximately 67 percent of these project costs – specifically, \$1,121,942 of construction and \$128,058 of property acquisition costs. The proposed costs for environmental analysis and clearance would be covered by the \$128,058 allocated to property acquisition costs from the HEAP grant.

The cost to conduct the Phase II Subsurface Investigation and Report is \$36,620. The City received this estimate from consultant Michael Baker International. The City has an existing agreement with the consultant that can be amended to include this additional scope of work and budget.

HEAP grant funds must be expended by June 30, 2021, and half of those funds must be contractually obligated by January 1, 2020.

Staff recommends approval of a resolution to amend an existing contract with consultant Michael Baker International to conduct a phase II subsurface investigation and report in the amount of \$36,620.

**FISCAL IMPACT:** The HEAP grant will provide \$1.25 million in funds to cover project costs including a set-aside of \$128,058 in related property acquisition costs. The environmental assessment and clearance would be reimbursed from the HEAP grant.

**FUNDING AVAILABLE:** San Joaquin Continuum of Care Homeless Emergency Aid Program (HEAP) Grant: 35584000.77020

---

Andrew Keys, Deputy City Manager/Internal Services Director

---

John R. Della Monica, Jr.  
Community Development Director

Attachments:

- A. Amended Contract

CONTRACT AMENDMENT No. 3

Michael Baker International

THIS CONTRACT AMENDMENT No. 3 is made and effective this \_\_\_\_ day of May, 2020, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Michael Baker International, a Pennsylvania corporation hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into an Agreement for Professional Services on February 27, 2018, Contract Amendment No. 1 on March 14, 2019, Contract Amendment No. 2 on October 3, 2019 and Contract Extension No. 1 on December 18, 2019 (Collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to expand the scope of services to include housing program support services (including HEAP funding) to include the phase II environmental review of the property located at 2 West Lodi Avenue at a cost not to exceed \$36,620.
2. TERMS AND CONDITIONS: All other terms and conditions of the Agreement will remain unchanged.

CITY OF LODI, a municipal corporation

CONTRACTOR

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

\_\_\_\_\_  
MICHAEL BAKER INTERNATIONAL

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
PAM FARRIS  
Assistant City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH  
City Attorney

April 3, 2020

John Della Monica, Community Development Director  
Steve Schwabauer, City Manager

**CITY OF LODI**  
221 W. Pine Street  
Lodi, CA 95240

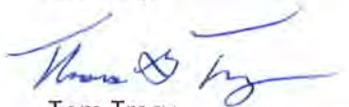
**RE: 2 EAST LODI AVENUE PHASE II SUBSURFACE INVESTIGATION**

Dear Mr. Schwabauer and Mr. Della Monica:

Michael Baker International is pleased to submit this proposal for Phase II Subsurface Investigation (Phase II) at 2 East Lodi Avenue, referred to as the site. Michael Baker has retained Roux Associates, Inc. to conduct the Phase II.

Thank you for your consideration. We look forward to discussing our proposal with you. Should you have any questions, please contact Patrick Hindmarsh at [phindmarsh@mbakerintl.com](mailto:phindmarsh@mbakerintl.com) / (916) 231- 3375, or Patrice Clemons at [pclemons@mbakerintl.com](mailto:pclemons@mbakerintl.com) / (916) 231-3372.

Sincerely,



Tom Tracy  
Associate Vice President



Patrice Clemons  
Project Manager

## **PROJECT UNDERSTANDING**

At the request of the City of Lodi (City), Michael Baker International prepared a Phase I Environmental Site Assessment (ESA) on the site. The Phase I ESA identified a number of recognized environmental conditions (RECs) for the site, including:

- The potential presence of a fuel underground storage tank (UST) at the site, which would have been used by a former on-site firehouse, and potential contamination to soil and soil gas that may have been caused by the fuel UST.
- Potential soil and/or soil gas impacts along the site's eastern boundary with an Amtrak/UPRR right-of-way and underground petroleum pipelines owned by Kinder Morgan. The suspected chemicals of potential concern included petroleum hydrocarbons, lead, hazardous materials associated with treated wood, and herbicide/pesticide residues.
- Potential soil gas and groundwater contamination beneath the site from past adjoining automobile uses and regional releases.

Given these RECs, the Phase I ESA determined that a Phase II Site Investigation would be necessary to determine if contamination exists at the site. Michael Baker International has retained Roux Associates to conduct a Phase II ESA at the site to address the RECs.

## **PHASE II SUBSURFACE INVESTIGATION AND REPORT**

To address the RECs identified in the Phase I ESA, Roux Associates will perform the following:

- A non-intrusive geophysical survey at the firehouse and its immediate surroundings to evaluate whether the UST is present or has been removed from the site.
- Soil and soil gas sampling to a maximum depth of 15 feet below ground surface at and in the immediate vicinity of the firehouse.
- Site-wide soil gas sampling to evaluate potential off-site sources of groundwater contamination and off-site petroleum pipelines that may affect future users of the site.
- Shallow soil sampling along the eastern site boundary to evaluate potential impacts from the adjacent railroad right-of-way and petroleum pipelines.

The findings of the investigation will be summarized in a letter Phase II Subsurface Investigation Report, which will include tables, figures, and documentation that support the data analysis, conclusions, and recommendations.

## **BUDGET**

The estimated cost for completion of the Phase II and report is \$36,620, which will be billed on a time-and-materials basis up to this amount.

CONTRACT EXTENTION No. 1

Michael Baker International

THIS CONTRACT AMENDMENT No. 1 is made and effective this 18<sup>th</sup> day of December ~~November~~, 2019, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Michael Baker International, a California corporation hereinafter called "Contractor."

WITNESSETH:

1. **CONTRACT:** Contractor and City, entered into an Agreement for Professional Services on February 27, 2017, Contract Amendment No. 1 on March 14, 2019, and Contract Amendment No. 2 on October 3, 2019 (Collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein.

2. **EXTENTION TERM:** Contractor and City now desire to extend the term of the Agreement through and including October 31, 2020 pursuant to the terms set forth in Amendment No. 1, paragraph 2, which are as follows: Contractor and City agree, that at its option, City may extend the term of the Agreement for an additional three (3) one (1) year extensions; provided City gives Contractor no less than thirty (30) days written notice of its intent prior to the expiration of the then existing term. In the event City exercises any option under this paragraph, Contractor's annual compensation (currently \$223,000 per year) will increase by the then effective Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose. All other terms and conditions of the Agreement will remain unchanged.

CITY OF LODI, a municipal corporation



STEPHEN SCHWABAUER  
City Manager

Attest:



JENNIFER M. FERRAIOLO  
City Clerk

Approved as to Form:



JANICE D. MAGDICH  
City Attorney

CONTRACTOR



MICHAEL BAKER INTERNATIONAL

By: Thomas G. Tracy

Title: Associate Vice President

CONTRACT AMENDMENT No. 2

Michael Baker International

*October* THIS CONTRACT AMENDMENT No. 2 is made and effective this *3rd* day of ~~September~~, 2019, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Michael Baker International, a Pennsylvania corporation hereinafter called "Contractor." *prof*

WITNESSETH:

1. CONTRACT: Contractor and City, entered into an Agreement for Professional Services on February 27, 2018 and Contract Amendment No. 1 on March 14, 2019, (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to expand the scope of services to include housing program support services (including HEAP funding) and the environmental review of the properties located at 301 East Lodi Avenue and 2 West Lodi Avenue at a cost not to exceed \$41,100.
2. TERMS AND CONDITIONS: All other terms and conditions of the Agreement will remain unchanged.

CITY OF LODI, a municipal corporation



STEPHEN SCHWABAUER  
City Manager

Attest:



JENNIFER M. FERRAILOLO  
City Clerk

Approved as to Form:



JANICE D. MAGDICH  
City Attorney

CONTRACTOR



MICHAEL BAKER INTERNATIONAL

By: Thomas G. Tracy

Title: Associate Vice President

CONTRACT AMENDMENT No. 1

Michael Baker International

THIS CONTRACT AMENDMENT No. 1 is made and effective this 14th day of March 2019, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Michael Baker International, a California corporation hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into an Agreement for Professional Services on February 27, 2017 ("Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to extend the term of the Agreement through and including October 31, 2019, and expand the scope of services to include housing program support services.
2. TERM AND COMPENSATION: Contractor and City agree, that at its option, City may extend the term of the Agreement for an additional three (3) one (1) year extensions; provided City gives Contractor no less than thirty (30) days written notice of its intent prior to the expiration of the then existing term. In the event City exercises any option under this paragraph, Contractor's annual compensation (currently \$223,000 per year) will increase by the then effective Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose. All other terms and conditions of the Agreement will remain unchanged.

CITY OF LODI, a municipal corporation

  
STEPHEN SCHWABAUER  
City Manager

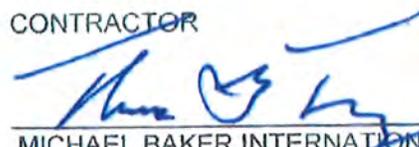
Attest:

  
JENNIFER M. FERRAIOLO  
City Clerk

Approved as to Form:

  
JANICE D. MAGDICH  
City Attorney

CONTRACTOR

  
MICHAEL BAKER INTERNATIONAL

By: Thomas G. Tracy

Title: Associate Vice President

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1  
PARTIES AND PURPOSE

**Section 1.1 Parties**

THIS AGREEMENT is entered into on Feb. 27, 2018, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MICHAEL BAKER INTERNATIONAL, INC. (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

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

CITY wishes to enter into an agreement with CONTRACTOR for Community Development Block Grant Administration and Housing Program Support Services, including non-CDBG Special Projects (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2  
SCOPE OF SERVICES

**Section 2.1 Scope of Services**

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

**Section 2.2 Time For Commencement and Completion of Work**

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

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

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

remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion (such approval to not be unreasonably withheld, delayed or conditioned), and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change, to the extent such advance notice is practicable under the circumstances.

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 November 1, 2017 and terminates on October 31, 2018.

**Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional three (3) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City

exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed four (4) years.

### **ARTICLE 3** **COMPENSATION**

#### **Section 3.1 Compensation**

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

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

#### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, except as otherwise approved by CITY. CONTRACTOR shall be paid within thirty (30) days of a properly submitted invoice.

#### **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 reasonable 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. Nor shall any officer or employee of the CONTRACTOR 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 delivery to the CITY.

**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: Stephen Schwabauer

To CONTRACTOR:        Michael Baker International  
   2729 Prospect Park Drive, Suite 220  
   Rancho Cordova, CA 95670  
   Attn: Jennifer Gastelum

**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**

Either Party may terminate this Agreement, with or without cause, by giving the other party 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.

The preceding restrictions shall not apply to information which is in the public domain, was previously known to a Party, was acquired by a Party from others who have no confidential relationship to the other Party with respect to same, or which through no fault of a Party, comes into the public domain. Neither Party shall be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. Neither Party shall be required to resist such subpoena, court order, or legal process, but shall promptly notify the other Party in writing of the demand for information before the receiving Party responds to such demand.

**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 reasonable 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 Waiver of Consequential Damages**

In no event shall either CITY or CONTRACTOR have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

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

CITY OF LODI, a municipal corporation

ATTEST:

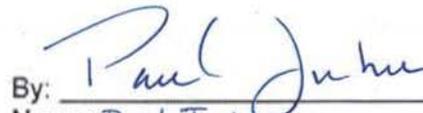
  
\_\_\_\_\_  
JENNIFER M. FERRAIOLO  
City Clerk

  
\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

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

MICHAEL BAKER INTERNATIONAL, INC.

By:  \_\_\_\_\_  


By:  \_\_\_\_\_  
Name: Paul Junker  
Title:  Vice President  
Associate

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

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

## EXHIBIT A

**Michael Baker**  
INTERNATIONAL

*We Make a Difference*

August 18, 2017

Steve Schwabauer, City Manager  
CITY OF LODI  
221 W. Pine Street  
Lodi, CA 95240

**RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING PROGRAM SUPPORT SERVICES**

Dear Mr. Schwabauer:

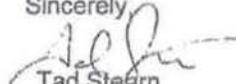
Michael Baker International is pleased to submit this proposal to continue to provide Community Development Block Grant (CDBG) administration and Housing Program support services. Our team has provided staffing assistance and grant administration for CDBG and HOME grantees across the state of California for many years, as well as technical assistance and capacity building training on behalf of the US Department of Housing and Urban Development (HUD). We have helped numerous jurisdictions develop and successfully manage a wide range of housing programs, from new development to rehabilitation, including a variety of homebuyer programs.

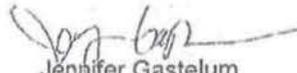
Michael Baker's Housing and Community Development team is uniquely positioned to assist the City in administering its CDBG program. Our long history with the City has allowed our staff to work on a wide variety of efforts, including the City's original CDBG entitlement, followed by a decade of administrative support, and many of the City's housing development and preservation efforts. Our familiarity with the City's programs and policies combined with our history of collaboration allows us to provide consistent and reliable support that directly addresses staffing and administrative needs.

The team assembled for this effort includes Patrice Clemons as on-site staff, with oversight from Jennifer Gastelum, project manager/director, and Jessica Hayes, senior grants specialist. Patrice is also supported by Cynthia Walsh, labor compliance specialist, and James Beggs, housing rehabilitation coordinator. The entire team has implemented CDBG and HOME grants for both state recipients and federal entitlement grantees and has experience working alongside city staff to implement successful housing programs.

Thank you for your consideration. We look forward to discussing our proposal with you. Should you have any questions, please contact Jennifer Gastelum at (916) 231-2268 or [jgastelum@mbakerintl.com](mailto:jgastelum@mbakerintl.com).

Sincerely,

  
Tad Stearn  
Vice President

  
Jennifer Gastelum  
Project Director

# EXHIBIT A

CITY OF LODI  
RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING  
PROGRAM SUPPORT SERVICES  
Page 2

---

## SCOPE OF WORK FOR LODI CDBG 2017-18 PROGRAM YEAR

### GENERAL

Michael Baker International will oversee the coordination of (a) all 21 active CDBG projects (listed below), from the initial Annual Action Plan approval, through implementation, to final reports and closeout. Michael Baker will also close out the (f) 2016-17 CDBG projects, including the submittal of the CAPER and closeout in IDIS, and will coordinate the preparation of next year's CDBG projects which will be conducted through the (g) 2018-2019 Annual Action Plan process.

Active projects are from prior and the current 2017-18 CDBG program years. The level of coordination for each project depends on the funding amount (large versus small) and the type of project. For this reason, projects are organized below by (b) social service, (c) capital improvement, (d) special projects, and (e) general tasks that apply to the CDBG program generally.

### TASK 1: 2017-18 PROGRAM YEAR ACTIVE PROJECTS

In some instances, an active project may be delayed for reasons beyond Michael Baker International's or the City's control. Projects can also change in size. Their funding amounts can increase or decrease, or they can be completely reallocated to another existing or new project.

#### Active 2017-18 Projects:

- 15.02 HSS N. Entrance ADA Improvements
- 15.05 Cherokee Lane ADA Improvements
- 15.09 Housing Authority Improvements
- 15.14 Grace & Mercy
- 16.02 Salvation Army
- 16.03 Housing Authority
- 16.04 Housing Rehabilitation
- 16.05 FTHB - Down Payment Assistance
- 16.06 Grace & Mercy Charitable Foundation ADA Improvements
- 16.12 Lawrence Avenue Parking
- 17.01A Planning
- 17.01B Fair Housing
- 17.02 Alley Improvement Project
- 17.03 Blakely Swim Complex
- 17.04 City Hall/Carnegie Forum ADA Improvements
- 17.05 Grace & Mercy ADA Phase II
- 17.06 One-Eighty Teen Imp.
- 17.07 Graffiti A
- 17.08 Community Partnerships for Families
- 17.09 Second Harvest Food Bank
- 17.10 LOEL Center

### TASK 2: SOCIAL SERVICE (NON-CAPITAL) IMPROVEMENT PROJECTS

This task includes oversight of the following 6 projects: San Joaquin Fair Housing, California Rural Legal Assistance, Graffiti Abatement, Community Partnerships for Families, Second Harvest Food Bank, LOEL Center.

## EXHIBIT A

CITY OF LODI

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING PROGRAM SUPPORT SERVICES

Page 3

---

- Subrecipient agreements
  - Draft subrecipient agreements (CRLA's agreement is already drafted) and one interdepartmental agreement: request insurance/miscellaneous items from subrecipient, send agreement to subrecipient for review/approval, then circulate among City departments for comment, approval, and signature
- Coordinate environmental review; obtain signatures and approval as needed
- Facilitate quarterly check-in meetings
- Provide updated beneficiary tracking sheets to subrecipients; update Zoomgrants
- Conduct quarterly reviews
  - Review subrecipient reports; provide feedback/corrections as needed, update goal tracker; update IDIS with quarterly reports
- Process invoices

### TASK 3: CAPITAL IMPROVEMENT PROJECTS (CITY AND COMMUNITY-BASED ORGANIZATIONS)

This task includes oversight of the following 11 projects: HSS N. Entrance ADA Improvements (closing), Cherokee Lane ADA Improvements (closing), Housing Authority Improvements (closing), Salvation Army (amendment pending), Housing Authority Improvements Phase 4, Grace & Mercy ADA Improvements Phases 1 and 2, Lawrence Avenue Parking (closing), Alley Improvement Project, Blakely Swim Complex, City Hall/Carnegie Forum ADA Improvements, One-Eighty Teen Center Improvements.

- Draft agreements with subrecipients to include most current regulations/requirements
- Draft additional HUD monitoring requirements into agreement with the One-Eighty and quarterly monitoring
- Create new template for interdepartmental agreements, and draft them for this year
- Invoicing
- Coordinate with City departments and CBOs for completion of project according to procurement requirements, including federal wage determinations, license/debarment checks; coordinate labor compliance and environmental review
- Close projects

### TASK 4: SPECIAL PROJECTS

First-Time Homebuyer Program ( $\$125,701 \times 20\% = \$25,000$  on Activity Delivery); this is paid for through Activity Delivery

- Outreach and marketing
- Environmental
- Application processing, work write-up, procurement, loan underwriting
- Direct assistance (loans/grants, includes soft costs, fees)
- Guidelines have already been completed

Housing Rehabilitation ( $\$135,000 \times 20\% = \$27,000$  on Activity Delivery); paid for through Activity Delivery

- Outreach and marketing
- Environmental

## EXHIBIT A

CITY OF LODI

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING  
PROGRAM SUPPORT SERVICES

Page 4

---

- Application processing, work write-up, procurement, underwriting
- Direct assistance (loans/grants, includes soft costs, fees)
- Guidelines have already been completed

#### Outreach – Liaison to Lodi Improvement Committee, per meeting

- Draft agenda and draft staff report/presentation
- Gather data or reach out to bring in speakers, as needed, for meetings
- Provide direction on quorum, schedule meetings, post minutes, and schedule translators as needed
- Communicate with members (i.e., send agenda, provide report/presentation to members)
- Attend meeting and present report/presentation
- Attend 11 meetings a year (December dinner)

#### Analysis of Impediments to Fair Housing Choice

- Notice for City Council hearing, advertise for public hearing, prepare staff report for hearing, prepare presentation for hearing, attend/present at hearing, gather public comments and add to document, submit to HUD.

#### Outreach – ABCD citizen engagement program

- Co-plan September leadership workshop
- Attend and support leadership workshop
- Attend and support three follow-up evening sessions to leadership workshop
- Monthly meetings with ABCD coordinators and Chamber
- Attend three follow-up leadership meetings with citizen groups on their projects

#### TASK 5: GENERAL CDBG TASKS

- Maintain contact with HUD representative
- Update IDIS system with project information and performance
- Section 3 reports (ongoing)
- MBE/WBE reports (ongoing)
- SF-425 reports (four reports)
- Semi-Annual Labor Compliance report (two reports)
- Conduct two monitorings of subrecipients
- Weekly Neighborhood Services Update report to department

#### TASK 6: CLOSEOUT OF 2016–17 CDBG PROGRAM YEAR

- Review performance of all active program year projects for compliance with their agreements (i.e., year-end subrecipient reports, etc.)
- Draft CAPER
- Prepare staff report for CAPER hearing
- Notice CAPER and attend public hearing to review/approve CAPER
- Submit to HUD

# EXHIBIT A

CITY OF LODI

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING  
PROGRAM SUPPORT SERVICES

Page 5

---

- Respond to HUD questions and comments
- Final submittal to HUD
- Close out projects in IDIS

## TASK 7: 2018–19 ANNUAL ACTION PROCESS

- Notice, advertise, prepare presentation, and facilitate public meeting for NOFA
- Notice, advertise, prepare presentation, and facilitate at least four citizen outreach meetings: two with the Lodi Improvement Committee's regularly scheduled meeting, and two with California Human Development or other nonprofit
- Notice, advertise, prepare staff report and presentation for City Council shirtsleeve meeting of draft AAP, and attend
- Notice, advertise, and prepare two staff reports and presentations for two City Council public hearings, and attend
- Prepare two staff reports for Council meeting to set public hearing, and attend
- Provide assistance to those submitting applications
- Set up application in Zoomgrants
- Review and score applications
- Draft and finalize AAP
- Enter into IDIS
- Notice, advertise, draft AAP amendments, and prepare staff report, as needed through year
- See the PDF "Lodi 2018–19 CDBG Plan Schedule" for specific details

## TASK 8: ENVIRONMENTAL AND LABOR COMPLIANCE

- Environmental review of all active projects
  - Michael Baker enviro staff conducts environmental review on approximately 16 projects during this year (20 x 16)
- Labor compliance of all active projects
  - Michael Baker labor compliance staff conducts labor compliance on approximately 6 projects

## TASK 9: LODI GRIP PROGRAM AND ADA COMPLIANCE

- Michael Baker can assist with the Lodi GRIP Program and ADA compliance on an as-needed basis

## BUDGET

We believe that Michael Baker can provide the program support you need using a combination of the regular presence of a local staff person, the occasional presence of our veteran staff, and the support of the entire Michael Baker Housing and Community Development team. Our senior staff would provide daily guidance and support to local staff as well as be in contact with City staff as needed. Other Michael Baker staff would also be available to support the program, as required.

Our local staff person, Patrice Clemons, is one of our most talented and well-rounded team members. She will be on-site 2 to 3 days per week. Jessica Hayes, our senior grants specialist, will support Patrice and be on-site as needed, as well as during particularly busy times of the

## EXHIBIT A

CITY OF LODI

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING PROGRAM SUPPORT SERVICES

Page 6

CDBG annual cycle. Cynthia Walsh would provide remote and on-site support, primarily with labor compliance tracking. Jennifer Gastelum will provide overall direction to the effort.

We believe this flexible staffing arrangement using associate staff to provide day-to-day on-site services, supported by senior staff, will offer the City a cost-efficient service while also supplying the skills and knowledge of veteran staff experienced in the development and implementation of the CDBG program.

This arrangement would also offer the City a level of redundancy when the need arises for additional effort or special projects, or if staff are sick or on vacation. Additional staff can be made available for the preparation of the CAPER, for the annual planning cycle and drafting of the Action Plan, and at the beginning of the program year when subrecipient agreements must be executed and programs and projects must get under way.

Name/Title	Hourly Rate
Jennifer Gastelum, Project Director/Manager	\$165.00
Jessica Hayes, Senior Grants Specialist	\$120.00
Cynthia Walsh, Labor Compliance Specialist	\$100.00
Patrice Clemons, Associate Housing Planner	\$90.00
James Beggs, Housing Rehabilitation Coordinator	\$85.00
Kristin Faoro, Environmental Analyst	\$95.00

## EXHIBIT A

CITY OF LODI  
RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING  
PROGRAM SUPPORT SERVICES  
Page 7

---

The City's 2017-18 CDBG award is \$633,771 which includes \$108,754 in Planning and Administration. Last year, the City's Planning and Administration budget was \$107,791. Current staff (1-full time and 1 intern) billed approximately \$50,000 of their time to the Planning and Administration budget as well as Michael Baker's assistance of approximately \$37,000. That service included 1 day a week of on-site staff time. We estimate the cost to continue management of the CDBG program by Patrice on-site (2-3 days) with senior staff assistance to be roughly \$89,790 on the high end and \$73,925 on the lower end. The budget below also includes assistance with the Lodi Grips Program and ADA Compliance for a total budget of \$99,070 on the high end and \$83,205 on the lower end. As for the CDBG Special Projects, these will be paid for through Activity Delivery as part of the various projects. It is difficult to determine the amount of effort that will need to be put in and should be scoped on a project by project basis because they will mostly require more outside assistance.

Michael Baker has made our best effort to match the City's request with our experience of the work required. Please know that these costs are estimates only and Michael Baker is more than willing to negotiate scope and adjust cost accordingly. Our estimates are based on a 12-month period. No matter what the estimated cost, Michael Baker will only bill for the actual hours required. Please see the detailed budget on the next page.

## EXHIBIT B

CITY OF LODI  
 RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION AND HOUSING  
 PROGRAM SUPPORT SERVICES  
 Page 8

2017-18 CDBG	Tasks	Estimate of Hours	High Estimate	Lower End Estimate
Planning and Administration	General Tasks - two monitorings, City's audit, reports (semi-annual, mbe/wbe, sf-425, section 3), IDIS, weekly update, HUD contact	100-200	\$13,060	\$10,000
	Oversee Social Services (6 projects)	100-200	\$20,000	\$16,000
	Oversee Capital Improvement (11 projects)	176-200	\$22,000	\$20,000
	Close-out of 2016-17 Program Year (CAPER and IDIS Entry)	50-65	\$6,500	\$5,000
	2018-2019 Annual Action Process	85-100	\$10,000	\$8,500
	Final Approval/Public Comments for Analysis of Impediments (AI)	40-50	\$5,500	\$4,500
	Planning and Administration – Outreach with ABCD Citizen Engagement	40	\$3,800	\$3,800
	Planning and Administration – Outreach as Liaison to Lodi Improvement Committee	75-94	\$8,930	\$7,125
	<b>TOTAL PLANNING AND ADMIN</b>	--	\$89,790	\$73,925
CDBG Special Projects	First Time Homebuyer Program (Activity Delivery)	260	Costs will be negotiate based on agreed upon task orders.	
	Housing Rehabilitation Program (Activity Delivery)	280		
	Environmental Review (Activity Delivery)	4-6 hr per project		
	Labor Compliance (Activity Delivery)	40 hr per project		
	<b>TOTAL CDBG SPECIAL PROJECTS</b>	--		
Special Projects NonCDBG	Lodi GRIP Program	72	\$5,760	
	ADA Compliance Officer	44	\$3,520	
	<b>TOTAL SPECIAL PROJECTS NON-CDBG</b>	<b>116</b>	<b>\$9,280</b>	
			<b>\$99,070</b>	<b>\$83,205</b>

The City has approved a budget not to exceed \$99,070 under this Agreement for the term of November 1, 2017 through October 31, 2018.



## EXHIBIT C

**NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.**

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, or by any subcontractor, or by anyone directly or indirectly employed by either of them. In the event Contractor's insurance cannot fully cover any hired subconsultants, the terms of insurance herein shall be requirements for the subconsultant. The amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY  
\$2,000,000 Each Occurrence  
\$4,000,000 General Aggregate
2. COMPREHENSIVE AUTOMOBILE LIABILITY  
\$1,000,000 Combined Single Limit  
Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.
3. PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS  
\$1,000,000 Each Claim/Aggregate

When project specific insurance is required, 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 except for professional liability insurance, shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor, whichever is greater.

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

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

- (a) Additional Named Insured Endorsement  
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides commercial general liability coverage at least as broad as this 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. An additional named insured endorsement is also required for Auto Liability.
- (b) Primary and Non-Contributory Insurance Endorsement  
Additional insurance coverage under the Contractor's commercial general liability and automobile liability policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

**NOTE:** (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

Insurance Requirements for Contractor (continued)

- (c) Waiver of Subrogation  
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.
- (d) Limits of Coverage  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (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 under the Contractors commercial general liability and automobile liability policies.
- (f) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled without 30 days' prior written notice of such cancellation 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, or as soon as reasonably available, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term of this Agreement. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.
- (h) Failure to Comply  
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall promptly cease work.
- (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, such acceptance to not be unreasonably withheld, delayed or conditioned. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled without 30 days' prior written notice of such cancellation 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 endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.



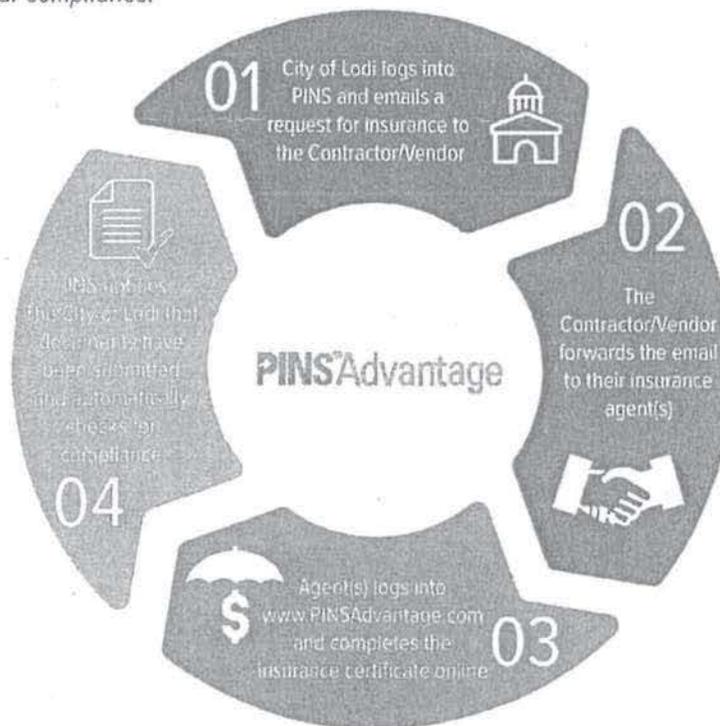
**The City of Lodi is now using PINSAdvantage.com to track Insurance Certificates and all related documents.**

**WHAT IS THE PROCESS?**

PINS starts with the City of Lodi. A Lodi user logs into PINS and emails a request for insurance to the Contractor/Vendor. The Contractor/Vendor forwards the email onto their Insurance Agent(s). The Insurance Agent(s) logs into [www.PINSAdvantage.com](http://www.PINSAdvantage.com) and completes the insurance certificate online.

*Note: Contractors/Vendors will receive an email from: [noreply@pinsadvantage.com](mailto:noreply@pinsadvantage.com)*

*Thank you for your compliance!*



**PINS Advantage**

# PINS<sup>®</sup> Advantage

## [ SAMPLE INSURANCE REQUEST EMAIL ]

To Contractor/Vendor,

Please be advised you need to provide The City of Lodi with proof of insurance. We have automated our insurance certificate tracking using Pins Advantage. Your agent will need to provide us with the insurance certificate and any associated documentation through the following website <http://pinsadvantage.com>. Please forward this email to any Agent handling your Insurance. Please follow the instructions below:

- Logging onto PinsAdvantage.com
- Register as new Agent
- Enter this Job Code: XXXXXXXX
- Complete Agent Registration
- Log in using User Name and Password
- Click to the left side of page to add Certificate
- Enter this Job Code: XXXXXXXX
- Complete sections of the Certificate applicable to your Agency, and include the required Endorsements

Thank you,

John Doe  
City of Lodi

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, TO CONDUCT PHASE II SUBSURFACE INVESTIGATION AND REPORT AT 2 EAST LODI AVENUE FOR THE HOMELESS EMERGENCY AID PROGRAM (HEAP) PROJECT (\$36,620)

WHEREAS, the San Joaquin Continuum of Care (SJCoC) has awarded the City of Lodi, California, a grant in the amount of \$1,250,000 for its tiny-home permanent supportive housing project; and

WHEREAS, the City Council accepted this award in May 2019 for creation of approximately five units of permanent supportive housing for homeless individuals and families or those at risk of homelessness; and

WHEREAS, the City evaluated potential locations for the project and has identified 2 East Lodi Avenue as the recommended site to move forward with the phase II subsurface investigation and report; and

WHEREAS, the City entered into an Agreement for Professional Services on February 27, 2017, with Michael Baker International to provide Community Development Block Grant (CDBG) Administration and Housing Program Support Services; and

WHEREAS, staff has identified additional scope of work for Michael Baker International to conduct environmental assessment and clearance for two potential tiny-homes project sites, and has now further identified the need for a phase II environmental investigation in an amount not to exceed \$36,620; and

WHEREAS, staff recommends approving Amendment No. 3 to the Michael Baker Agreement for Professional Services to provide these services on a time-and-materials basis in an amount not to exceed \$36,620.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 3 to the Agreement for Professional Services with Michael Baker International, for a phase II subsurface investigation and report for the recommended site at 2 East Lodi Avenue in an amount not to exceed \$36,620.

Dated: May 20, 2020

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Approve Audit Expense, Grant Management Fee, Matching Funds, and Purchase of Additional Self-Contained Breathing Apparatus (SCBA) Equipment from Unexpended Funds from the 2019 Assistance to Firefighter Grant Awarded to Lodi Fire Department in 2019, and Further Appropriating Funds (\$4,000)

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Fire Chief

---

**RECOMMENDED ACTION:** Adopt Resolution authorizing the City Manager to approve audit expense, grant management fee, matching funds, and purchase of additional SCBA equipment from unexpended funds from the 2019 Assistance to Firefighter Grant awarded to the Lodi Fire Department as part of a regional grant in 2019, and further appropriating funds.

**BACKGROUND INFORMATION:** On November 7, 2018, the City Council authorized the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Lodi, Mokelumne Rural Fire District, Clements Fire District, Colledgeville Fire District, Liberty Fire District, Linden-Peters Fire District, Montezuma Fire Department, Waterloo-Morada Fire District, and Woodbridge Fire District for the participation in an Assistance to Firefighters Grant for the procurement of self-contained breathing apparatus. Mokelumne Rural Fire District, acting as the host agency, carried out the duties of coordinating, planning and purchasing the self-contained breathing apparatus (SCBA), with each agency paying a share of the SCBA costs in accordance with the agency's cost sharing ratio, Lodi's share being a 10 percent matching requirement, in the amount of \$30,000.

On September 18, 2019, the Lodi Fire Department, in conjunction with the eight other participating fire districts, was awarded the regional Assistance to Firefighters Grant in the amount of \$1,203,657, for the purchase of Self-Contained Breathing Apparatus.

Due to the amount of the grant award, an outside audit was required by the Federal Emergency Management Agency (FEMA). The cost of the audit was not taken into account initially, but will be split equally among the nine participating agencies. The Lodi Fire Department's share being \$389. Additionally, the Lodi Fire Department's grant management fee owed to Mokelumne Rural Fire District based on the MOU was \$4,116.06, which is \$471.83 more than anticipated, but falls within the guidelines of the MOU (Exhibit A).

Quotes received for the SCBA equipment came in lower than anticipated, and resulted in additional grant funds becoming available within the award amount. As a result, the Lodi Fire Department is able to purchase additional SCBA's and miscellaneous equipment totaling \$27,543.38, of which our 10% match is \$2,755 (Exhibit B).

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

The cumulative total for the three items mentioned above is \$3,615.83. Staff recommends that the City Council authorize the City Manager to approve the additional expenses and purchases, and appropriate funds in the amount of \$4,000 out of the equipment replacement fund 40199000.77030, and roll forward the appropriation into FY 2021 if necessary. This brings the entire not to exceed amount to \$34,000, from which the Lodi Fire Department will receive \$275,000 worth of SCBA's and SCBA equipment.

**FISCAL IMPACT:** \$4,000

**FUNDING AVAILABLE:** Equipment Replacement Fund 40199000.77030

\_\_\_\_\_  
Andrew Keys, Deputy City Manager/Internal Services Director

\_\_\_\_\_  
Gene Stoddart, Fire Chief

Attachments

**AGREEMENT**

**FOR THE PARTICIPATION IN AN ASSISTANCE TO  
FIREFIGHTERS GRANT FOR THE PROCUREMENT OF SCBA**

**Mokelumne Rural Fire Protection District, HOST AGENCY**

THIS AGREEMENT is made and entered into as of the 7th day of November, 2018, by and between the Mokelumne Rural Fire Protection District, San Joaquin County, a political subdivision of the State of California (hereinafter the "District") and the following cities, fire districts, and other agencies (hereinafter individually the "Agency" and collectively the "Agencies"):

Clements Fire District

Collegeville Fire District

Liberty Fire District

Linden Peters Fire District

City of Lodi

Montezuma Fire Department

Waterloo Morada Fire District

Woodbridge Fire District

**RECITALS:**

**WHEREAS**, Provision of structural fire suppression and hazardous materials response is a primary function of the Fire Department: and

**WHEREAS**, it is in the best interests that all Agencies to continue to work together to provide applicable training and interoperable PPE and SCBA to the cities and districts, and persons served; and

**WHEREAS**, the DISTRICT, in conjunction and consultation with the all participating agencies, will host a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

**WHEREAS**, Department of Homeland Security Preparedness Directorate's Office of Grants and Training may award the grant for an amount that will not exceed \$2,000,000 total project cost.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**I. DISTRICT'S OBLIGATION**

- A. The District shall coordinate, plan, and purchase SCBA in accordance with appropriate federal, state, and local laws, rules, and regulations.
- B. The District shall coordinate with the grant program manager and appropriate vendors to secure the equipment in accordance with local procurement procedures and Federal purchasing guidelines.
- C. The District shall be responsible for all fiscal reporting requirements in accordance with the FEMA grant guidelines.
- D. Any unexpended dollar amounts contributed by an Agency will be returned to the Agency within three months after the notice of completion for the project has been filed by the District, or the project is declared abandoned by the District, whichever is earlier.

**2. AGENCIES' OBLIGATION**

- A. The Agencies may assist in governing the dates, times and general parameters of the SCBA specification and purchase.
- B. The Agencies may provide technical input and requirements necessary to create an effective SCBA program to meet their individual and collective needs.
- C. The Agencies shall provide funding and resources necessary to complete the purchase of the specified SCBA pursuant to the grant agreement documents with regards to local matching funds and contractual services.
- D. The Agencies shall adhere to the grant participants Policy and Procedure utilizing Exhibit B attached to this Memorandum of Understanding and incorporated by this reference.

**3. COST SHARING PLAN**

In consideration of the foregoing, each Agency shall pay the District a share of the SCBA costs in accordance with the Agency's cost sharing ratio as agreed utilizing Exhibit A attached to this Memorandum of Understanding and incorporated by this reference.

**4. PAYMENT PROVISIONS**

Agencies agree to remit full payment of all invoices received from the District within 30 days of receipt. Agencies agree that District may issue an invoice prior to delivery of products or services, but not prior to actual award of contract. District may invoice Agencies for any portion, or the entire amount, of their respective costs.

## **5. TERM OF THE AGREEMENT**

This Agreement shall become effective as of November 7, 2018 and shall remain in effect through December 31, 2019 and after notice of completion of the project has been recorded by the Preparedness Directorate's Office of Grant and Training.

## **6. SEVERABILITY**

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement. The validity of the remaining portions or provisions shall not be affected thereby.

## **7. INDEMNIFICATION**

Each Agency shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with that Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the District. "District's performance" includes District's action or inaction and the action or inaction of District officers, employees, agents and subcontractors.

The District shall indemnify, defend, and hold harmless each Agency, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected With the District's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Agency or Agencies. "Agency's performance" includes Agency's action or inaction and the action or inaction of Agency's officers, employees, agents and subcontractors.

## **8. INSURANCE**

A. Without limiting Agency's or District's duty to indemnify, all Agencies and the District shall maintain in force at all times during the performance of this Agreement a program of insurance with the following minimum limits of liability:

1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products, and Completed Operations, with a combined

single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
3. Workers Compensation in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.

B. In the event any Party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this Agreement, shall be furnished upon request to the other parties prior to execution of this Agreement.

## 9. GENERAL PROVISIONS

- A. Project Governance. The District shall govern the project to specify and purchase the PPE and SCBA equipment. By a majority vote at a meeting at which a quorum of the represented voting Agencies is present the project may be terminated and/or reconstituted as directed by the approved motion.
- B. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the Parties hereto.
- C. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the Parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and heirs.
- E. Compliance with Applicable Law. The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

- G. **Time is of the Essence.** Time is of the essence in each and all of the provisions of this Agreement.
- H. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of San Joaquin, California.
- I. **Construction of Agreement.** The Parties agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J. **Integration.** This Agreement, including the exhibits hereto, shall represent the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date hereof.
- K. **Notices.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated below the signatures of the Parties.

IN WITNESS WHEREOF, the District and each of the Agencies have caused this Agreement to be executed by their duly authorized representative as of the day and year written above.

[Balance of this page is intentionally left blank. Signatures follow]

**SIGNATURE PAGE**

The Parties agree that this MOU may be executed in counterparts each of which is deemed an original, and all such counterparts constitute one and the same agreement.

The undersigned hereby represent and warrant that they are authorized by the party they purport to represent to execute this MOU.

IN WITNESS WHEREOF the Parties listed above, first being duly authorized, have executed this MOU as of the date and year stated herein.

Dated: 2-6-19

**MOKELUMNE RURAL FIRE DISTRICT**

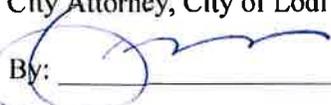
By:   
FRANK RAMIREZ

EIN # 61-1745632

Dated: 2/8/19

Approved as to form:

JANICE MAGDICH  
City Attorney, City of Lodi

By:   


**CITY OF LODI, a municipal corporation**

By:   
STEPHEN SCHWABAUER, City Manager

EIN # 94-6000361

Attest:

  
City Clerk

Dated: 2-8-19

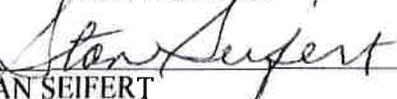
**WOODBIDGE FIRE DISTRICT**

By:   
STEVE BUTLER

EIN # 94-6000531

Dated: 2-6-19

**LIBERTY FIRE DISTRICT**

By:   
STAN SEIFERT

EIN # 94-6030019

**SIGNATURE PAGE cont.**

**LINDEN-PETERS FIRE DISTRICT**

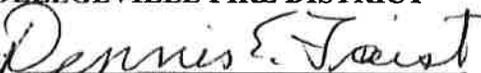
Dated: 2/6/2019

By:   
KIRK NOFFSINGER

EIN # 77-0551389

**COLLEGEVILLE FIRE DISTRICT**

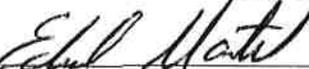
Dated: 2-11-19

By:   
DENNIS FAIST

EIN # 51-0596753

**MONTEZUMA FIRE DISTRICT**

Dated: 2/6/2019

By:   
ED MARTEL

EIN # 94-6000531

**WATERLOO-MORADA FIRE DISTRICT**

Dated: 2/11/2019

By:   
SCOTT BYOUS

EIN # 54-2196248

**CLEMENTS FIRE DISTRICT**

Dated: 2-7-19

By:   
DAVID INGRUM

EIN # 94-1612224

## **EXHIBIT A**

**PROJECT TOTAL: Not to exceed \$2,000,000**  
**FEDERAL SHARE: \$1,203,657**  
**LOCAL COST MATCH: \$120,366**

**Total Cost for one SCBA unit: \$6530**  
**Sales Tax: 8.75%: \$571 per unit**  
**Grant Management: \$106.51 per unit**

**Total per unit cost share: NOT TO EXCEED \$816.61**

**NORTH SAN JOAQUIN COUNTY SCBA GROUP**  
**POLICY & PROCEDURE**  
*EXHIBIT B*

**Purpose:**

To establish an annual schedule for all participating agencies within the group, to receive the Fit Tester.

**Policy:**

This policy is written in recognition of your department's participation in the 2018 Assistance to Firefighter Grant.

The grant provided for new high pressure Self Contained Breathing Apparatus for the agencies as well as a fit tester. This equipment provides true interoperability for the nine participation agencies which includes the following;

Mokelumne Fire District (grant host)  
Waterloo-Morada Fire District  
Linden-Peters Fire District  
Clements Fire District  
Woodbridge Fire District  
Liberty Fire District  
Collegeville Fire District  
Montezuma Fire District  
City of Lodi Fire Department

**Guidelines:**

**1) Fit Tester/Computer (when purchased)**

The Fit Tester/Computer will be kept with the Mokelumne Fire District while not in use by other agencies and should be returned by each agency upon completion of their annual fit testing. Each agency shall have priority of use during their scheduled period of time to conduct required annual fit testing. An agency may also use the Fit Tester/Computer as needed, outside of their scheduled annual fit testing. To do so, a request must be made through an SCBA maintenance person with the Mokelumne Fire District or the agency that is currently using the fit tester/computer.

The Fit Tester shall be calibrated annually. The calibration will be done during the month of December. Mokelumne Fire District shall coordinate this maintenance and cost will be shared by participating agencies. All districts shall be billed (1/9) one-ninth share. Agencies agree to cover their share in purchase and replacement of the computer that will need to be upgraded/replaced on an as needed basis about every five years. If an agency owns its own fit tester/computer, they will be excluded from use and costs associated with Fit tester/computer and total percentage will be recalculated amongst remaining grant participants.

**NORTH SAN JOAQUIN COUNTY SCBA GROUP**  
**POLICY & PROCEDURE**  
*EXHIBIT B*

It is the responsibility of the agency using the Fit Tester to use diligent care in their handling and use of the equipment. Each agency shall be responsible for the cost of repairs and/or replacement of damaged or lost equipment while the equipment is in their possession.

A check list shall be used and include a signature of acceptance for the transfer of the equipment. It is the responsibility of each agency to check for damage prior to accepting the Fit Tester from another agency. Once the equipment is accepted, the responsibility for repair and/or replacement of damaged or lost equipment is transferred to the receiving agency.

FIT TESTER ANNUAL SCHEDULE:

JANUARY – FEBRUARY	CITY OF LODI
MARCH	WOODBIDGE
APRIL	LIBERTY
MAY	CLEMENTS
JUNE	MOKELUMNE
JULY	LINDEN-PETERS
AUGUST	WATERLOO MORADA
SEPTEMBER	MONTEZUMA
OCTOBER	COLLEGEVILLE
DECEMBER	ANNUAL CALIBRATION

2) Flow Tester (When purchased)

The Flow Tester will be kept with the Mokelumne Fire District while not in use by other agencies and should be returned by each agency upon completion of their annual flow testing. Each agency shall have priority of use during their scheduled period of time to conduct required annual flow testing. An agency may also use the Flow Tester as needed, outside of their scheduled annual flow testing. To do so a request must be made through an SCBA maintenance person with the Mokelumne Fire District or the agency that is currently using the flow tester.

The Flow Tester shall be calibrated annually. The calibration will be done during the month of December. Mokelumne Fire District shall coordinate this maintenance and cost will be shared by participating agencies. The districts that use the Flow Tester shall pay (1/9) one-ninth of the total cost. If an agency owns its own flow tester, they will be excluded from use and costs associated with Flow tester and total percentage will be recalculated amongst remaining grant participants.

**NORTH SAN JOAQUIN COUNTY SCBA GROUP**  
**POLICY & PROCEDURE**  
*EXHIBIT B*

It is the responsibility of the agency using the Flow Tester to use diligent care in their handling and use of the equipment. Each agency shall be responsible for the cost of repairs and/or replacement of damaged or lost equipment while the equipment is in their possession.

A check list shall be used and include a signature of acceptance for the transfer of the equipment. It is the responsibility of each agency to check for damage prior to accepting the Flow Tester from another agency. Once the equipment is accepted, the responsibility for repair and/or replacement of damaged or lost equipment is transferred to the receiving agency.

FLOW TESTER ANNUAL SCHEDULE:

N/A	CITY OF LODI
N/A	WOODBIDGE
APRIL	MONTEZUMA
MAY	LIBERTY
JUNE	CLEMENTS
JULY	MOKELUMNE
OCTOBER	LINDEN-PETERS
SEPTEMBER	WATERLOO MORADA
OCTOBER	COLLEGEVILLE
DECEMBER	ANNUAL CALIBRATION

**NORTH SAN JOAQUIN COUNTY SCBA GROUP  
POLICY & PROCEDURE**

*EXHIBIT B*

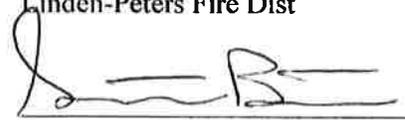
**SIGNATURE PAGE:**

  
\_\_\_\_\_  
Frank Ramirez  
Fire Chief  
Mokelumne Fire Dist

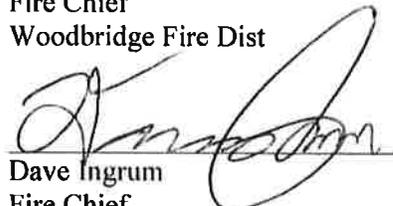
2-28-19  
Date

  
\_\_\_\_\_  
Kirk Noffsinger  
Fire Chief  
Linden-Peters Fire Dist

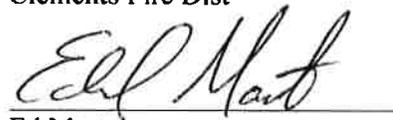
2/28/19  
Date

  
\_\_\_\_\_  
Steve Butler  
Fire Chief  
Woodbridge Fire Dist

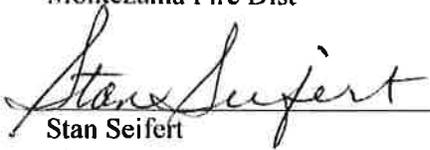
2-8-19  
Date

  
\_\_\_\_\_  
Dave Ingram  
Fire Chief  
Clements Fire Dist

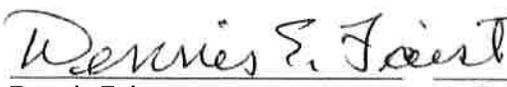
2-7-19  
Date

  
\_\_\_\_\_  
Ed Martel  
Fire Chief  
Montezuma Fire Dist

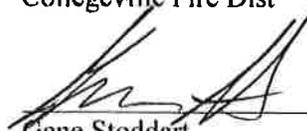
2/11/19  
Date

  
\_\_\_\_\_  
Stan Seifert  
Fire Chief  
Liberty Fire Dist

2/21/19  
Date

  
\_\_\_\_\_  
Dennis Faist  
Fire Chief  
Collegeville Fire Dist

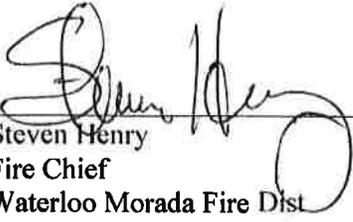
2-11-19  
Date

  
\_\_\_\_\_  
Gene Stoddart  
Fire Chief  
City of Lodi Fire Department

2-11-19  
Date

**NORTH SAN JOAQUIN COUNTY SCBA GROUP  
POLICY & PROCEDURE**

*EXHIBIT B*

  
\_\_\_\_\_  
Steven Henry  
Fire Chief  
Waterloo Morada Fire Dist

2/11/19  
Date

Exhibit B

From: [Chris Parano](#)  
To: [Michelle Munoz](#)  
Subject:  
Date:

extra order

**LORTIS**  
TOOLS FOR HEROES

Facility North Division  
188 Lorton Lane Suite 110  
Walnut Creek, CA 94598  
www.LORTIS.com  
EQUINUM No. 148579

QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	EA	10158400 MSA	SMALL G1 FACEPIECE WITH SMALL HOSECUP INCLUDES * 4-POINT ADJUSTABLE CLOTH HEAD HARNES * FIXED FLUSH-TO-CONNECT REGULATOR CONNECTION * XTO NUMBER: A-G1FF-FS15401  This product contains PFAS to reduce the risk of parts sticking or becoming inoperable	\$200.00	\$1,000.00
2	EA	10175710 MSA	60MM 4500# G1 SCBA CYLINDER WITH AIR, W/ QUICK CONNECT REMOTE CONNECTION	\$890.71	\$1,781.42

INS NUMBER: 002224163  
D CODE: 0000  
FEDERAL TAX ID: 94-1214350

MS PRICING REMAINS FIRM UNTIL 05/29/2020 CONTACT US FOR UPDATED PRICING AFTER THIS DATE

Subtotal	\$26,902.30
Tax Total	\$1,981.08
Transportation	\$0.00
<b>Total</b>	<b>\$27,543.38</b>

[View Terms of Sale and Return Policy](#)

# Quotation

<b>CUSTOMER:</b> Mokelumne Fire District 13157 East Brandt Road Lockeford CA 95237	<b>SHIP TO:</b> Mokelumne Fire District 13157 E. Brandt Road Lockeford CA 95237	<b>QUOTATION NO.</b> 146579	<b>ISSUED DATE</b> 03/30/2020	<b>EXPIRATION DATE</b> 05/29/2020
		<b>SALESPERSON</b> Chris Parano cparano@incourtis.com 559-301-5156	<b>CUSTOMER SERVICE REP</b> Chris Parano cparano@incourtis.com 559-301-5156	

<b>REQUESTION NO.</b> 146579	<b>REQUESTING PARTY</b> TIM ORTEGEL	<b>CUSTOMER NO.</b> C158	<b>TERMS</b> N4530	<b>OFFER CLASS</b> FR
<b>FC IS</b> DEST	<b>TRSP VIA</b> Best Way	<b>DELIVERY REQ. BY</b>		

**NOTES & DISCLAIMERS**

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	4	EA	A- G1FS-442MA2C2LC R MSA	4500 PSIG G1 FIRE SERVICE SCBA WITH: * CGA GC REMOTE CYLINDER CONNECTION * STANDARD HARNESS WICHEST STRAP * METAL BAND * ADJUSTABLE SWIVELING LUMBAR PAD * SOLID COVER, LEFT SHOULDER REGULATOR * CONTINUOUS REGULATOR HOSE * EXTENAIRE II * SPEAKER MODULE LEFT CHEST * PASS TELEMETRY RIGHT SHOULDER * RECHARGEABLE BATTERY	\$4,260.00	\$17,040.00
2	8	EA	10175705 MSA	45MIN 4500# G1 SCBA LOW PROFILE CYLINDER, WITH AIR, W/ QUICK CONNECT REMOTE CONNECTION	\$716.36	\$5,730.88

Chris Parano  
Outside Sales Professional  
m: 559.301.5156  
[cparano@incourtis.com](mailto:cparano@incourtis.com)



RESOLUTION NO. 2018-208

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORADUM OF UNDERSTANDING BETWEEN CITY OF LODI, MOKELUMNE RURAL FIRE DISTRICT, CLEMENTS FIRE DISTRICT, COLLEGEVILLE FIRE DISTRICT, LIBERTY FIRE DISTRICT, LINDEN-PETERS FIRE DISTRICT, MONTEZUMA FIRE DEPARTMENT, WATERLOO-MORADA FIRE DISTRICT, AND WOODBRIDGE FIRE DISTRICT FOR THE PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR THE PROCUREMENT OF SELF-CONTAINED BREATHING APPARATUS; AND FURTHER APPROPRIATING FUNDS

WHEREAS, the City of Lodi is a public agency located in the County of San Joaquin, State of California; and

WHEREAS, Mokelumne Rural Fire District, in conjunction and consultation with all participating agencies, will host a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, the Department of Homeland Security Preparedness Directorate's Office of Grants and Training may award the grant for an amount that will not exceed \$2,000,000 total project cost; and

WHEREAS, Mokelumne Rural Fire District will coordinate, plan, and purchase self-contained breathing apparatus (SCBA) in accordance with appropriate federal, State, and local laws, rules, and regulations. The City will provide funding and resources necessary to complete the purchase of the specified SCBA. Each agency will pay the District a share of the SCBA costs in accordance with the agency's cost sharing ratio; and

WHEREAS, contingent upon the grant award and to satisfy the City's 10 percent matching requirement, staff recommends City Council approve appropriating \$30,000 from the equipment replacement fund 40199000.77030 for the funding and resources necessary to complete their portion of the purchase of the specified SCBA, not to exceed \$30,000; and

WHEREAS, the term of the agreement is effective November 7, 2018, through December 31, 2019, and after notice of completion of the project has been recorded by the Preparedness Directorate's Office of Grant and Training.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Memorandum of Understanding between the City of Lodi, Mokelumne Rural Fire District, Clements Fire District, Collegeville Fire District, Liberty Fire District, Linden-Peters Fire District, Montezuma Fire Department, Waterloo-Morada Fire District, and Woodbridge Fire District for the participation in an Assistance to Firefighters Grant for the procurement of self-contained breathing apparatus; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation of funds in the amount of \$30,000 for the funding and resources necessary to complete the City's portion of the purchase of the specified SCBA, as set forth above.

Dated: November 7, 2018

I hereby certify that Resolution No. 2018-208 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 7, 2018 by the following vote:

AYES: COUNCIL MEMBERS – Chandler, Johnson, Kuehne, and  
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None

  
JENNIFER M. FERRAIOLO  
City Clerk

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE AUDIT EXPENSE, GRANT MANAGEMENT FEE, MATCHING FUNDS, AND PURCHASE OF ADDITIONAL SELF-CONTAINED BREATHING APPARATUS EQUIPMENT FROM UNEXPENDED FUNDS FROM THE 2019 ASSISTANCE TO FIREFIGHTERS GRANT AWARDED TO LODI FIRE DEPARTMENT IN 2019, AND FURTHER APPROPRIATING FUNDS (\$4,000)

WHEREAS, the City of Lodi is a public agency located in the County of San Joaquin, State of California; and

WHEREAS, in 2019 the Mokelumne Rural Fire District, in conjunction and consultation with eight other fire agencies, hosted a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, the Department of Homeland Security Preparedness Directorate's Office of Grants and Training awarded the grant in the amount of \$1,203,657 for the purchase of Self-Contained Breathing Apparatus (SCBA); and

WHEREAS, due to the amount of the grant award, an outside audit was required by the Federal Emergency Management Agency (FEMA,) and the cost for the audit will be split equally among the nine participating agencies, with Lodi's share being \$389; and

WHEREAS, the grant management fee owed to Mokelumne Rural Fire District based on the Memorandum of Understanding (MOU) was \$4,116.06, which is \$471.83 more than anticipated, but falls within the guidelines of the MOU; and

WHEREAS, quotes received for the SCBA equipment came in lower than anticipated and resulted in additional grant funds becoming available, enabling the Lodi Fire Department to purchase additional SCBA's and miscellaneous equipment totaling \$27,543.38, of which the City of Lodi's 10% match is \$2,755.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to approve the audit expense, grant management fee, matching funds, and purchase of additional Self-Contained Breathing Apparatus equipment, utilizing unexpended funds from the 2019 Assistance to Firefighters Grant award to Lodi Fire Department in 2019, and further appropriate funds in the amount of \$4,000 from the Equipment Replacement Fund 40199000.77030, and to roll forward the appropriation to fiscal year 2021 if necessary.

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 20, 2020

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2020 by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_\_



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Meter Services Agreement with Olameter Corporation of Arlington, Texas, in Amount Not-to-Exceed \$20,000 for One Year with Automatic Annual Renewals Thereafter

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute a Meter Services Agreement with Olameter Corporation of Arlington, Texas, in an amount not-to-exceed \$20,000 for one year with automatic annual renewals thereafter.

**BACKGROUND INFORMATION:** By Resolution 2002-118, City Council approved an agreement with IMServ to provide meter data management services for approximately 30 of the City's largest commercial and industrial accounts.

In 2004, IMServ was acquired by MeterSmart and the City executed a consent to assign the originally approved agreement to MeterSmart. In 2008, Olameter acquired the customers of MeterSmart and continues to operate under the original IMServ Agreement.

As the original agreement has been in place since 2002, Olameter has requested the City execute a more current contract for the services they have continued to provide for nearly two decades. Olameter continues to maintain similar pricing for the services provided including meter setup, data collection, data export for billing, and web presentment for customers.

Olameter has been an exceptional business partner to work with and continues to work with staff to more efficiently collect and export monthly meter data for billing purposes, thereby reducing the staff time and resources allocated to this monthly process. Recent efforts by Olameter to establish a partnership with Verizon will allow the City to eliminate approximately \$500 per month in cellular charges associated with the affected meters. Proposals from other vendors place similar services at costs in excess of \$20,000 per year and could create an interruption in available meter data to the City's largest energy users. Therefore, in accordance with Lodi Municipal Code, Section 3.20.070(5), it is in the best interest of the City to continue its current contractual relationship with Olameter.

Costs for the aforementioned services with Olameter, including 40 hours of additional support services are estimated at approximately \$18,000 annually based on the current number of meters. Staff are requesting a not-to-exceed authorization of \$20,000 to account for any new large commercial and/or industrial customers and/or other support costs if needed. In September 2019, City Council authorized the purchase of 55 time-of-use meters for the utility's largest commercial and industrial customers as a result of the need to align with changes in the communication industry. These meters have been received and are ready to be programmed and set up with Olameter and installed by utility staff.

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**FISCAL IMPACT:** Approximately \$20,000 annually depending on the number of meters.

**FUNDING AVAILABLE:** Budgeted annually in account number 50064400.72450.

---

Andrew Keys  
Deputy City Manager/Internal Services Director

---

Jeff Berkheimer  
Electric Utility Director

PREPARED BY: Melissa Price, Rates & Resources Manager  
JB\MP\nb

**METER SERVICES AGREEMENT**

This Meter Services Agreement, together with all attachments (collectively, this "Agreement") is made by and between City of Lodi, a California municipal corporation ("Client") and Olameter Corporation ("Olameter"), a Michigan corporation authorized to do business in California on \_\_\_\_\_ ("Effective Date"). Client and Olameter may be referred to herein individually as "Party" or collectively as "Parties."

For the mutual considerations contained herein, the Parties hereby agree as follows:

**1. SERVICES**

1.1 **Services to be provided by Olameter.** Olameter agrees to provide to Client subject to and in accordance with the terms and conditions of this Agreement the services described on Exhibit "A" (the "Statement of Work"), Exhibit "B" ("Pricing"), and any additional services described in Exhibit "C" as are requested by Client from time to time (collectively, the "Services"); provided that, in order for any additional services described in Exhibit "C" to form part of the Services, notice of such request by Client must be provided in writing to Olameter at least 5 days in advance of the date on which such additional services are to commence.

Client acknowledges and agrees that the Services are provided on a non-exclusive basis. Subject to Olameter's confidentiality obligations herein, Client acknowledges and agrees that Olameter retains the right and shall not be prevented from using any ideas, concepts, methods, processes, know how, organization, techniques or any software to provide any services to any third party.

1.2 **Identification of Accounts.** Client will timely provide (i) all required end-use customer ("End-Use Customer") and meter information and (ii) such other information as Olameter reasonably requires with respect to each meter covered by the Services. The Services will commence within five (5) business days of the date such information is provided to Olameter. An Excel based form is available on request from Olameter for use in providing the meter information.

1.3 **Data Storage.** Unless specifically agreed otherwise in the Statement of Work, Olameter will use commercially reasonable efforts to (i) store any Client and/or End-Use Customer data on-line for a period of twenty-four (24) months from the date of collection of such data and (ii) thereafter, archive such data off-line for an additional twelve (12) months. After such time periods, Olameter will have no obligation to store or provide access to such collected data.

1.4 **Use of the Services.** Client agrees to use the Services in accordance with this Agreement. Client will not copy, transfer, attempt to reverse engineer, create derivative works of or otherwise reproduce any of the Services. Client is responsible for compliance with the respective terms of use relating to the use by Client, if any, of Olameter's or Olameter's affiliates' websites forming part of the Web Services (defined below), as such terms of use are from time to time in effect and posted on such websites, respectively.

1.5 **License.** For the Term of this Agreement, Olameter grants to Client a limited, non-exclusive, non-transferable, non-sub licensable, and non-assignable license to access and use any software or website related to any web presentation provided to Client by Olameter as part of the Services (the "Web Presentment Services"). The methods

employed by Olameter to deliver the Services (including the Web Presentment Services) and the content of the Web Presentment Services (other than Client and End-Use Customer specific data) constitutes confidential and proprietary information of Olameter and Olameter's licensors and contains trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. Client agrees to comply with the terms and conditions of all end user software license agreements accompanying any software or plug-ins to such software or website access provided by Olameter in connection with the Services. Client's license to access and use the Web Services terminates upon termination of this Agreement.

**1.6 Ownership.**

- (a) Both Parties acknowledge that any logos, product names, program products, trademarks (registered or otherwise), manuals, documentation and other support materials (collectively, the "Marks and Materials") are owned or licensed by the Party originating or providing the Marks and Materials. Neither Party shall use the other Party's Marks and Materials without obtaining the other Party's prior written consent, except to the extent expressly contemplated by the Services or as necessary to perform or receive the Services. Notwithstanding the foregoing, during the term of this agreement, Olameter shall be permitted to refer to Client in Olameter's promotional materials solely for the purpose of identifying Client as a recipient of the Services.
- (b) Olameter acknowledges that all Client data and other data collected by Olameter in connection with the provision of the Services shall be and remain the property of Client. Olameter, and its employees and agents, shall have the right to use and reproduce Client data solely to the extent necessary to provide the Services and fulfill its obligations to Client hereunder.
- (c) Subject only to Sections 1.6(a) and 1.6(b) above, all right, title, and interest in the Services are and shall remain with Olameter and its licensors and Client specifically acknowledges that Olameter and its licensors retain ownership of any intellectual property rights related to the Services or the delivery of the Services, including all trademarks, copyrights, software, web templates and all components and derivatives.

**1.7 Client Obligations.** Client acknowledges and agrees that, to properly receive the Services, Client will be required at its sole expense to:

- (a) Provide reasonable cooperation and information on a timely basis to assist with the implementation of the Services, including the information set out in Section 1.2 above; and
- (b) Develop internal services and processes and obtain and maintain such equipment, hardware, software, and third-party services as are required to properly receive the Services, including energy measuring devices, analog telephone lines, network services, power supply, physical and network security, internet access, third party data providers and processors (collectively, "Client Requirements").

**2. FEES**

- 2.1 **Fees.** Olameter will invoice Client for Services rendered on a monthly basis as set forth in the Exhibit "B" (Pricing) and/or Exhibit "C" (Request for Additional Services), as applicable, and to the extent not specified therein, in accordance with Olameter's then current rates. Invoices will be sent to the Client as set out in Section 4.3 below.

The monthly fees described in the Statement of Work are due in respect of all meters for which there is activity during the month, regardless of start or stop date of activity during the month.

- 2.2 **Payment.** Client will pay Olameter the fees and charges invoiced. All pricing information is exclusive of any applicable state, local or federal taxes (including any value added taxes and other use taxes) and any shipping or other delivery charges, which, if applicable, will be invoiced by Olameter and paid by Client. Payment will be due in U.S. dollars within thirty (30) days of the date of the invoice.
- 2.3 **Late Payment.** Client is responsible for the billing and collection of any account service charges or fees that Client charges End-Use Customers and all customer service activities related to such End-Use Customers. In addition to its rights under Section 4.2, Olameter will not be obligated to provide the Services if any fee or charge due under this Agreement is unpaid, and to the extent permitted by applicable law, Client and/or End-Use Customer data and information may be withheld from the Client database subject of the Services if an amount due is more than sixty (60) days past due.

**3. LIMITS ON SERVICES OBLIGATIONS; REMEDIES**

- 3.1 **Equipment and Services to be provided by Client.** If Olameter believes problems in data collection or presentation may be attributable to a malfunction or failure relating to Client Requirements, it will promptly notify the Client, identifying the nature of the problem and the suspected cause. OLAMETER ASSUMES NO LIABILITY WITH RESPECT TO ANY PROBLEMS IN DATA COLLECTION, DATA DELIVERY, OR PRESENTATION WHICH ARE ATTRIBUTABLE, IN WHOLE OR IN PART, TO CLIENT REQUIREMENTS. At the request of Client, Olameter will make commercially reasonable efforts to remedy any such malfunctions or failures of Client Requirements, said efforts to be provided as "Other Support Services" described in the Statement of Work.
- 3.2 **Force Majeure.** Olameter shall not be liable for any failure or delay in the performance of the Services or any obligation hereunder, in whole or in part, if such failure or delay is due to a cause beyond Olameter's reasonable control including acts of God, flood, fire, acts of terrorism, war, labor disputes, court order or governmental acts, failures of public systems (such as telephone, Internet, electricity) and any malfunction or failure relating to Client Requirements.
- 3.3 **Verification.** The Services incorporate certain automatic verification routines. Unless specifically provided for in the Statement of Work, Olameter will not undertake any additional manual verification or analysis of the data collected or attempt to determine the accuracy of the data collected. It is the Client's responsibility to examine the collected data and identify variations from actual or historical energy use or related information that

may indicate meter reading errors or other problems in the data collection process. At the request of Client, Olameter will make commercially reasonable efforts to perform manual verification or analysis of data collected, said efforts to be provided as "Other Support Services" described in the Statement of Work.

- 3.4 **Confidentiality.** Neither Party shall use, disclose, or permit any person to obtain any Confidential Information (defined below), whether in written, tangible or other form, acquired from or provided by the other Party, whether directly or indirectly, except as specifically authorized by the other Party or except as required by law. Each Party shall take all reasonable steps to ensure that any person having access to the other Party's Confidential Information complies with this provision. The Parties acknowledge that disclosure of Confidential Information may cause serious and irreparable harm which cannot be adequately compensated in damages and accordingly agree that the disclosing Party shall be entitled to obtain injunctive relief, in addition to any other appropriate remedy, to prevent such disclosure. Confidential Information shall not include information which is or becomes publicly available through no fault of the receiving Party; is already in the rightful possession of the receiving Party prior to its receipt under this Agreement; is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information; or is rightfully obtained by the receiving Party from a third party. As used herein "Confidential Information" means any non-public information related to (i) trade secrets; (ii) financial information; (iii) technical information, such as research, development, procedures, algorithms, data, designs, and know-how; (iv) business information, such as strategies, operations, planning, marketing interests, vendor relationships, and products; and (v) information related to former, current and prospective customers and employees.

Each Party shall use at least the same degree of care to safeguard the Confidential Information of the other Party as it uses to safeguard its own Confidential Information, provided such care shall not be any less than would be taken by a reasonable person to safeguard its own Confidential Information.

Nothing herein shall be construed to prohibit either Party from disclosing Confidential Information of the other Party when and to the extent required to do so by any regulatory authority, by judicial or administrative process or otherwise by applicable law or regulation.

3.5 **Compliance with Privacy Laws.**

- (a) Each Party shall comply in all material respects with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act 2001 ("USA PATRIOT ACT") and any other applicable privacy legislation (collectively, "Privacy Laws") with respect to any Personal Data (as defined below) it collects, uses or discloses in connection with this Agreement.
- (b) For the purposes of this Agreement, "Personal Data" means (i) the non-public personal information (as defined in 15 U.S.C. § 6809(4)) received by Olameter in connection with the performance of the Services, including, but not limited to (i) an individual's name, address, e-mail address, IP address, telephone number and/or social security number, and (ii) the fact that an individual has a relationship with Client; and (ii) any information of whatever nature satisfying the definition of 'personal data' in the Health Insurance Portability and Accountability Act of 1996 and regulations adopted thereunder by the Department of Health and Human

Services, 45 CFR Parts 160, 162, 164 that, by whatever means, is provided to Olameter by the Client, is accessed by Olameter on the authority of the Client or is otherwise received by Olameter on the Client's behalf, for the purposes associated with enabling Olameter to perform its obligations under this Agreement.

- (c) Without limiting the generality of the foregoing provisions, to the extent that any consents or notices are legally required in order for Client to collect, use, disclose or maintain Personal Data about individuals who are its customers, including, without limitation, processing such Personal Data in connection with the provision of the Services, Client has obtained and will continue to obtain such consents and has and will continue to provide such notices.
- (d) Olameter acknowledges and agrees that, if in the course of performing the Services Olameter collects, uses, stores or transfers any Personal Data about individuals who are customers of Client, then it shall be doing so on behalf of the applicable Client and for such Client's purposes and not on its own behalf or for its own purposes, that Client may now and/or may in future be subject to one or more of the Privacy Laws.

### 3.6 **Warranty.**

- (a) During the term of this Agreement, Olameter warrants that the Services will conform to the Exhibit "A" (Statement of Work), Exhibit "B" (Pricing), and/or Exhibit "C", as applicable, in all material respects. Client's exclusive remedy, and Olameter's sole liability to Client under the foregoing, shall be for Olameter to exercise commercially reasonable efforts to re-perform the Services in conformance with the Exhibit "A" (Statement of Work), Exhibit "B" (Pricing), or Exhibit "C", as applicable, in all material respects within a reasonable time period.
- (b) OLAMETER SHALL HAVE NO LIABILITY PURSUANT TO THIS WARRANTY TO THE EXTENT THAT (i) THE SERVICES OR THE RELATED DATA ARE NOT BEING PROPERLY USED OR INTERPRETED BY CLIENT; (ii) THE NON-CONFORMANCE IS ATTRIBUTABLE TO CLIENT NOT FULFILLING ANY OF ITS OBLIGATIONS IN SECTION 1.7; OR (iii) THE NON-CONFORMANCE IS ATTRIBUTABLE TO THE DATA COLLECTION ENGINE USED BY CLIENT INCLUDING THE CLIENT METER AUTOMATION SERVER OR ANY ANALOGOUS SOFTWARE OR SYSTEM.
- (c) THE FOREGOING REMEDY SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF CLIENT AND OLAMETER'S SOLE LIABILITY FOR ANY FAILURE OF THE SERVICES TO CONFORM TO ANY WARRANTY.

3.7 **Exclusion of Warranties.** EXCEPT AS PROVIDED IN SECTION 3.6, OLAMETER MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND CONCERNING THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CLIENT ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES AND THE INTERNET GENERALLY IS AT ITS OWN RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR CONDITIONS

WHATSOEVER, EXPRESSED OR IMPLIED. OLAMETER WILL USE COMMERCIALY REASONABLE EFFORTS TO MAKE ACCESS TO THE SERVICES AVAILABLE TO CLIENT, BUT MAKES NO WARRANTY OR GUARANTEE THAT CLIENT OR END-USE CUSTOMERS WILL BE ABLE TO ACCESS THE SERVICES AT ALL OR ANY PARTICULAR TIME OR TIMES.

- 3.8 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS, BE LIABLE TO THE OTHER PARTY ("CLAIMING PARTY") FOR ANY CLAIM FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES WHICH THE CLAIMING PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO CLIENT FOR CLAIMS, COSTS, LOSSES, DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED AN AMOUNT EQUIVALENT TO THE SUMS PAID BY CLIENT TO OLAMETER FOR SERVICES UNDER THIS AGREEMENT DURING THE ONE (1) MONTH PERIOD(S) DURING WHICH THE CLAIM, COST, LOSS AND/OR DAMAGE TOOK PLACE.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, OLAMETER'S LIABILITY TO CLIENT AND CLIENT'S SOLE REMEDY FOR ERRORS CAUSED BY OLAMETER IN CLIENT DATA OR ERRORS CAUSED BY OLAMETER IN PROVIDING THE SERVICES HEREUNDER SHALL BE LIMITED TO THE REMEDY DESCRIBED IN SECTION 3.6(a). IN NO CASE SHALL OLAMETER BE HELD FINANCIALLY LIABLE FOR LOSS OR INACCURACY OF DATA OR BILLING ERRORS OR DISPUTES THAT MAY ARISE BETWEEN CLIENT AND ITS END-USE CUSTOMERS THAT RESULT FROM DATA SUPPLIED FROM OLAMETER TO CLIENT UNLESS CAUSED BY THE WILLFUL NEGLIGENCE OF OLAMETER.

#### 4. GENERAL

- 4.1 **Term.** Subject to early termination of this Agreement in accordance with the provisions hereof, the term of this Agreement shall commence on the Effective Date and shall end after a period of one (1) year (the "Initial Term"), and shall automatically be renewed on a year to year basis thereafter (each such one (1) year renewal period is hereinafter referred to as a "Renewal Period", and any such Renewal Periods together with the Initial Term is herein referred to as the "Term") unless either Party serves a written termination notice on the other Party at least sixty (60) calendar days prior to the end of the Initial Term or any Renewal Period, as applicable. Meters may be added to or subtracted from the Agreement at any time during the Term.

#### 4.2 Termination.

- (a) This Agreement may be terminated prior to the end of the Term by either Party by reason of a material breach by the other Party in performing its obligations under this Agreement, provided (i) the terminating Party gives the Party in breach a notice of termination specifying the material breach, and (ii) such material breach has not been cured or has not otherwise ceased to be continuing (or activities to cure have not commenced if the breach cannot be immediately cured) within fifteen (15) days from the date of the breaching Party's receipt of the termination notice.

- (b) If bankruptcy proceedings are commenced with respect to either Party ("Filing Party"), and if this Agreement has not otherwise terminated, then the other Party may suspend all further performance of this Agreement until the Filing Party assumes this Agreement and provides adequate assurance of performance thereof or rejects this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Parties that this is an executory contract. Any suspension of further performance by the other Party pending the Filing Party's assumption or rejection of the Agreement will not be a breach of the Agreement and will not affect the other Party's right to pursue or enforce any of its rights under this Agreement or otherwise.
- (c) Any fees, deposits, or monies paid by Client to Olameter shall not be refunded unless the parties have expressly agreed in writing to do so.

4.3 **Notices.** All notices required to be given under this Agreement must be in writing and given by personal delivery, facsimile, recognized courier service or by certified mail, postage prepaid, return receipt requested. Notices will be deemed given (a) on the date of delivery, if personally delivered or delivered by facsimile on a business day during normal business hours and otherwise on the next following business day; (b) one (1) business day after it is sent, if sent by a recognized courier service on a business day with next day services requested; or (c) five (5) days after it is sent if mailed, postage prepaid, via certified mail, return receipt requested.

In each case, the notice should be sent to:

<b>Client:</b>	<b>Olameter:</b>
City of Lodi	Olameter Corporation
Attn: Jeff Berkheimer	Attn: Russell McCloud
Electric Utility Director	2261 Brookhollow Plaza Drive,
1331 South Ham Lane	Suite 111
Lodi, California 95242	Arlington, Texas 76006-7417
Facsimile: (209) 333-6839	Facsimile: (817) 633-1164

A Party may change its address for notice under this Agreement by delivering a notice of such change to the other Party in accordance with the above. For the purposes of this Agreement, "business day" means any day other than a Saturday, Sunday or any statutory holiday in Arlington, Texas.

- 4.4 **Invoice Delivery.** Invoices will be delivered via email. Please provide the appropriate email address(es) below.

Email address(es): [eudmailbox@lodi.gov](mailto:eudmailbox@lodi.gov)

- 4.5 **Independent Contractor:** Olameter is an independent contractor and neither Party hereto is or shall be deemed a partner or agent of the other. All employees and laborers employed by Olameter, its agents or any subcontractor shall not under any circumstances be deemed to be employees, servants, agents or representatives of the Client. Olameter or any of its subcontractors shall not hold itself out as an employee, servant, agent, or representative of Client. Olameter and its subcontractor shall conduct all operations in their respective names and neither Party hereto shall have the authority to bind the other.
- 4.6 **Insurance:** Olameter shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit D attached hereto and incorporated by this reference.
- 4.7 **City Business License Requirement:** Olameter acknowledges that Lodi Municipal Code Section 3.01.020 requires Olameter to have a city business license and Olameter agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.
- 4.8 **Entire Agreement.** This Agreement constitutes the whole and entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, correspondence, quotes or other communications between the Parties with respect thereto. This Agreement may not be modified except by an instrument in writing signed by both Parties.
- 4.9 **Assignment.** Neither this Agreement nor any interest therein may be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the above, (i) either Party may assign this Agreement to an entity that directly or indirectly controls, is controlled by or is under common control with the assigning Party or (ii) Olameter, without prior written consent, shall be able to assign this Agreement to any person with which it merges or which acquires all or substantially all of the business or assets related to the Services being performed hereunder.
- 4.10 **Governing Law, Venue, and Waiver of Jury Trial.** The validity, construction and enforcement of, and the remedies under, this Agreement shall be governed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws. Each Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the Services, whether in tort or contract or at law or in equity, exclusively in the courts of their respective county, Olameter in the State of Texas, Tarrant County, or, if it has or can acquire jurisdiction, the United States District Court for the Northern District of Texas and Client in the State of California, San Joaquin County, or if it has or can acquire jurisdiction, the United States District Court for the Southern District of California. Each of the Parties irrevocably submits to the jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. THE

PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER NOW OR EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OR BOTH OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED FOR AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

- 4.11 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 4.12 **Severability; No Waiver.** Any provision of this Agreement held to be invalid under applicable law will not render this Agreement invalid as a whole, and in such an event, such provision will be interpreted or reformed so as to best accomplish the intent of the Parties within the limits of applicable law. No waiver, consent, modification, or change of terms of this Agreement will bind either Party unless it is in writing and signed by both Parties, and will be effective only in the specific instance and the specific purpose given.
- 4.13 **Survival.** Sections 1.6, 2.2, 2.3, 3.4, 3.7, 3.8, 4.2(c), 4.3, 4.10 and 4.11 shall survive the termination or expiry of this Agreement.
- 4.14 **Interpretation.**
- (a) References to "hereunder", "herein" and "hereof" refer to the provisions of this Agreement, and references to Sections herein refer to Sections of this Agreement.
  - (b) References to "including" mean "including, without limitation" and "includes" and other derivatives thereof shall have corresponding meanings.
  - (c) The headings of the Articles, Sections, Exhibits and any other headings, captions or indices herein are inserted for convenience of reference only and shall not be used in any way in construing or interpreting any provision hereof.
  - (d) The following exhibits are attached to and incorporated in this Agreement:
    - Exhibit "A" - Statement of Work
    - Exhibit "B" - Pricing
    - Exhibit "C" - Additional Services
    - Exhibit "D" - Insurance Requirements
- 4.15 **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Any signature delivered by facsimile transmission will be deemed a valid and binding signature for all purposes hereof.

- 4.16 **Attorney's Fees.** If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth above.

**CITY OF LODI, a California municipal corporation**

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
jdm

ATTEST:

\_\_\_\_\_  
PAMELA M. FARRIS  
Assistant City Clerk

**OLAMETER CORPORATION, a Michigan corporation**

\_\_\_\_\_  
RUSSELL MCCLOUD  
VP, Meter Data Management

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**Statement of Work**

**Data Collection Services and Web-Based Data Access**

**Scope of Work and Pricing**

Olameter will provide Data Collection and web presentment services for the interval meters identified by Client that can include any or all of the following:

- Manage the meter reading schedule and interrogate Client designated interval meters. Any meter setups provided as MV-90 master file exports will not incur setup charges.
- Reading will occur on the agreed to schedule per meter. Software will automatically interrogate the meter on the scheduled frequency as identified through meter/customer set-up including up to 2 automated retries of any meter not successful on the first attempt.
- Validation, editing, and estimation (VEE) will be performed for all interval meter data per jurisdiction defined rule set or market specific standards unless instructed by client to not perform these checks.
- Posting of meter data to our web database for use via Olameter's MDA web presentment product based on a frequency equal to the reading schedule per meter (optional, additional cost).
- Store and manage data collected on Olameter servers on-line for 24 months and archive off-line for an additional 12 months. All data collected shall not be stored or managed for longer than 36 months from the date such data is collected unless agreed to by Client and Olameter.
- Other support services constitute those activities that fall outside this statement of work but are requested by Client to be performed by Olameter. These will incur an hourly rate set forth in the pricing matrix (Exhibit B).

**EXHIBIT "B"**  
**Pricing**

Service Description	
<b>Meter Setup (one time per meter)</b>	
<b>Data Collection Meter Setup Fee</b>	\$25.00
<b>Web Presentment Meter Setup Fee</b>	\$15.00
<b>Data Collection (per meter per month)</b>	
Daily polling via IP	\$12.00
<b>Cellular Costs (per meter per month)</b>	\$0.00
<b>Web Presentment Access (per meter per month)</b>	\$5.00
<b>Export Data to Client CIS (per meter per month)</b>	\$1.50
<b>Other Support Services</b>	\$ 85.00 / hour

**Notes:**

- 1 **There is a \$100/month minimum for services provided.** Estimated annual cost is \$17,810 based on 55 meters and 40 hours other support services. Actual costs will depend on actual number of meters.
- 2 Applicable rate per meter and meter count will be derived from the highest number of meters being processed in the given calendar month.
- 3 Web presentment access is optional.
- 4 Annual increase no greater than the then current Consumer Price Index (CPI) may be applied to each additional calendar year of the contract.
- 5 The above pricing is understood to be in US currency and does not include federal, state, local or any other taxes (where applicable).

**EXHIBIT "C"**

**Request for Additional Services**

**Work Order**

This **Exhibit B** is attached to and made a part of the METER SERVICES AGREEMENT ("Agreement") between Olameter Corporation ("Olameter") and City of Lodi ("Client").

Type of Work / Job: \_\_\_\_\_

[ ENTER DESCRIPTION OF WORK / JOB HERE ]

Estimated Date to Commence: \_\_\_\_\_

Estimated Duration of Job: \_\_\_\_\_

Estimated Total Cost / Applicable Rates: \_\_\_\_\_

The Work under this Work Order shall be performed in accordance with the terms of the Agreement.

**Client**

**Olameter Corporation**

**City of Lodi**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Printed Name:** Russell McCloud

**Printed Name:** \_\_\_\_\_

**Title:** VP, Meter Data Management

**Title:** \_\_\_\_\_



# Exhibit D

**NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically**

## Insurance Requirements for IT Vendor Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ~~ISO Form Number CA-00-01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than \$1,000,000 per accident for bodily injury and property damage. Waived per Risk~~
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Liability:** ~~Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Waived per IT~~

### Other Insurance Provisions:

- (a) Additional Named Insured Status  
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

**NOTE:** (1) The street address of the CITY OF LODI must be shown along with (a) and (b) and (c) 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.

- (d) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractor's commercial general liability and automobile liability policies.

- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (f) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply  
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage  
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions  
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits  
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors  
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies  
If any of the required policies provide coverage on a claims-made basis:  
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.  
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.  
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) 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.

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
ONE-YEAR METER SERVICES AGREEMENT WITH  
OLAMETER CORPORATION OF ARLINGTON, TEXAS  
(\$20,000), WITH AUTOMATIC RENEWALS THEREAFTER

=====

WHEREAS, by Resolution 2002-118, City Council approved an agreement with IMServ to provide meter data management services for approximately 30 of the City's largest commercial and industrial accounts; and

WHEREAS, in 2004, IMServ was acquired by MeterSmart and the City executed a consent to assign the originally approved agreement to MeterSmart; and

WHEREAS, in 2008, Olameter Corporation acquired the customers of MeterSmart and continues to operate under the original IMServ Agreement; and

WHEREAS, Olameter has requested the City execute a more current contract for the services they have continued to provide for nearly two decades, and will continue to maintain similar pricing for the services provided including meter setup, data collection, data export for billing, and web presentment for customers; and

WHEREAS, Olameter has been an exceptional business partner to work with and continues to work with staff to more efficiently collect and export monthly meter data for billing purposes, thereby reducing the staff time and resources allocated to this monthly process; and

WHEREAS, recent efforts by Olameter to establish a partnership with Verizon will allow the City to eliminate approximately \$500 per month in cellular charges associated with the affected meters; and

WHEREAS, proposals from other vendors place similar services at costs in excess of \$20,000 per year, and could create an interruption in available meter data to the City's largest energy users; therefore, in accordance with Lodi Municipal Code Section 3.20.070(5), it is in the best interest of the City to continue its current contractual relationship with Olameter; and

WHEREAS, costs for the aforementioned services with Olameter, including 40 hours of additional support services, are estimated at approximately \$18,000 annually based on the current number of meters; and

WHEREAS, staff requests that the City Council authorize a not-to-exceed amount of \$20,000 to account for any new large commercial and/or industrial customers and/or other support costs if needed; and

WHEREAS, in September 2019, the City Council authorized the purchase of 55 time-of-use meters for the utility's largest commercial and industrial customers as a result of the need to align with changes in the communication industry; and

WHEREAS, the City has received the meters and are now ready to be programmed and set up with Olameter, and thereafter installed by utility staff; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a Meter Services Agreement with Olameter Corporation of Arlington, Texas, in an amount not-to-exceed \$20,000, for one year with automatic annual renewals thereafter, the annual cost for which will depend on the actual number of meters served and the terms and conditions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Meter Services Agreement with Olameter Corporation of Arlington, Texas, in an amount not-to-exceed \$20,000 for one year with automatic annual renewals thereafter, the annual cost for which will depend on the actual number of meters served and the terms and conditions of the Agreement; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 20, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2020/21

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Adopt resolution ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2020/21.

**BACKGROUND INFORMATION:** A summary of the San Joaquin Council of Governments' (SJCOG) Annual Financial Plan (AFP) for Fiscal Year 2020/21 is attached as Exhibit A. The SJCOG Board adopted the AFP on April 16, 2020 (Exhibit B). Pursuant to SJCOG's Joint Powers Agreement, the budget is to be ratified by the City of Lodi and the other agencies in the County following adoption by the SJCOG Board.

Staff would like to acknowledge both the importance of the work SJCOG performs and the significant and excellent assistance their staff provides in delivering transportation projects in the City and the entire County.

**FISCAL IMPACT:** This is the operating plan for SJCOG. SJCOG oversees Measure K funding for several projects in Lodi, including street maintenance, as well as the administration of several federal funding sources.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Charles E. Swimley, Jr.  
Public Works Director

CES/CES/tc  
Attachments

cc: Janice D. Magdich, City Attorney  
Steve Dial, COG Deputy Executive Director/Chief Financial Officer

---

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

**San Joaquin Council of Governments**  
**ANNUAL FINANCIAL PLAN**  
**Fiscal Year 2020/2021**  
**Proposed March 26, 2020**

REVENUES	FY 2018-19 Actual	FY 2019-20 Amendment #2	FY 2020-21 Proposed	+/- Change	+/- % Change
Federal Grants	\$ 2,968,365	\$ 4,787,233	\$ 5,019,336	\$ 232,103	4.85%
State Grants	\$ 1,170,677	\$ 3,547,225	\$ 3,023,089	\$ (524,136)	-14.78%
Local	\$ 4,238,440	\$ 4,744,609	\$ 5,602,069	\$ 857,460	18.07%
Interest	\$ 19,006	\$ 5,000	\$ 20,000	\$ 15,000	300.00%
Other	\$ 26,712	\$ 15,000	\$ 29,000	\$ 14,000	93.33%
<b>SJCOG OPERATING REVENUE</b>	<b>\$ 8,423,199</b>	<b>\$ 13,099,067</b>	<b>\$ 13,693,494</b>	<b>\$ 594,427</b>	<b>15.82%</b>
<b>EXPENDITURES</b>					
Salaries & Benefits	\$ 4,104,749	\$ 4,466,831	\$ 4,641,882	\$ 175,051	3.92%
Services & Supplies	\$ 1,091,352	\$ 1,282,470	\$ 1,207,300	\$ (75,170)	-5.86%
Office Expense	\$ 229,391	\$ 262,470	\$ 242,500	\$ (19,970)	-7.61%
Communications	\$ 76,144	\$ 80,000	\$ 60,000	\$ (20,000)	-25.00%
Memberships	\$ 40,206	\$ 50,000	\$ 45,000	\$ (5,000)	-10.00%
Maintenance - Equipment	\$ 7,827	\$ 10,000	\$ 10,000	\$ -	0.00%
Rents & Leases - Equipment	\$ 105,285	\$ 225,000	\$ 150,000	\$ (75,000)	-33.33%
Transportation, Travel & Training (In & Out of State)	\$ 144,311	\$ 114,500	\$ 121,000	\$ 6,500	5.68%
Publications & Legal Notices	\$ 2,809	\$ 7,500	\$ 7,500	\$ -	0.00%
Insurance	\$ 110,063	\$ 133,000	\$ 146,300	\$ 13,300	10.00%
Building Operations & Maintenance	\$ 192,173	\$ 200,000	\$ 225,000	\$ 25,000	12.50%
SJCOG Building Debt Service Principal and Interest	\$ 183,144	\$ 200,000	\$ 200,000	\$ -	0.00%
Professional Services	\$ 2,490,577	\$ 7,154,266	\$ 7,648,812	\$ 494,546	6.91%
Capital Outlay	\$ 146,214	\$ 195,500	\$ 195,500	\$ -	0.00%
Unallocated/Reserve					
<b>SJCOG OPERATING EXPENDITURES</b>	<b>\$ 7,832,892</b>	<b>\$ 13,099,067</b>	<b>\$ 13,693,494</b>	<b>\$ 594,427</b>	<b>4.54%</b>



**RESOLUTION  
SAN JOAQUIN COUNCIL OF GOVERNMENTS**

**R-20-28**

RESOLUTION APPROVING THE ADOPTION OF THE 2020-2021  
ANNUAL FINANCIAL PLAN  
FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS

WHEREAS, the San Joaquin Council of Governments is required by the Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually, and

WHEREAS, the adopted budget is to be sent to the member agencies for ratification.

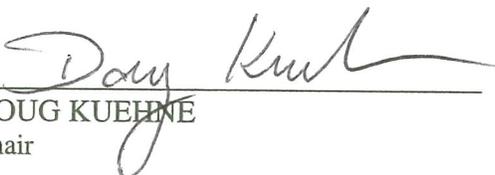
NOW THEREFORE BE IT RESOLVED, that the San Joaquin Council of Governments adopts the FY 2020-2021 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 16th day of April 2020 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Councilman Andrade, Stockton; Supervisor Elliott, SJC; Councilman Jobrack, Stockton; Mayor Kuehne, Lodi; Supervisor Miller, SJC; Councilman Murken, Escalon; Mayor Rickman, Tracy; Councilman Singh, Manteca; Supervisor Winn, SJC; VM Wright, Stockton; Councilman Zuber, Ripon.

NOES: None.

ABSENT: Mayor Dhaliwal, Lathrop.

  
\_\_\_\_\_  
DOUG KUEHNE  
Chair

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
RATIFYING THE SAN JOAQUIN COUNCIL OF  
GOVERNMENTS' 2020/21 ANNUAL FINANCIAL PLAN

=====

WHEREAS, the San Joaquin Council of Governments (SJCOG) has approved its fiscal year 2020/21 budget by adopting Resolution No. R-20-28, as shown on Exhibit A attached hereto and made a part of this Resolution; and

WHEREAS, SJCOG is required to forward such Resolution to its member governments for their review and ratification.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby ratifies the 2020/21 Annual Financial Plan for San Joaquin Council of Governments.

Dated: May 20, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2020, by the following vote:

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

PAMELA M. FARRIS  
Assistant City Clerk

**San Joaquin Council of Governments**  
**ANNUAL FINANCIAL PLAN**  
**Fiscal Year 2020/2021**  
**Proposed March 26, 2020**

REVENUES	FY 2018-19 Actual	FY 2019-20 Amendment #2	FY 2020-21 Proposed	+/- Change	+/- % Change
Federal Grants	\$ 2,968,365	\$ 4,787,233	\$ 5,019,336	\$ 232,103	4.85%
State Grants	\$ 1,170,677	\$ 3,547,225	\$ 3,023,089	\$ (524,136)	-14.78%
Local	\$ 4,238,440	\$ 4,744,609	\$ 5,602,069	\$ 857,460	18.07%
Interest	\$ 19,006	\$ 5,000	\$ 20,000	\$ 15,000	300.00%
Other	\$ 26,712	\$ 15,000	\$ 29,000	\$ 14,000	93.33%
<b>SJCOG OPERATING REVENUE</b>	<b>\$ 8,423,199</b>	<b>\$ 13,099,067</b>	<b>\$ 13,693,494</b>	<b>\$ 594,427</b>	<b>15.82%</b>
<b>EXPENDITURES</b>					
Salaries & Benefits	\$ 4,104,749	\$ 4,466,831	\$ 4,641,882	\$ 175,051	3.92%
Services & Supplies	\$ 1,091,352	\$ 1,282,470	\$ 1,207,300	\$ (75,170)	-5.86%
Office Expense	\$ 229,391	\$ 262,470	\$ 242,500	\$ (19,970)	-7.61%
Communications	\$ 76,144	\$ 80,000	\$ 60,000	\$ (20,000)	-25.00%
Memberships	\$ 40,206	\$ 50,000	\$ 45,000	\$ (5,000)	-10.00%
Maintenance - Equipment	\$ 7,827	\$ 10,000	\$ 10,000	\$ -	0.00%
Rents & Leases - Equipment	\$ 105,285	\$ 225,000	\$ 150,000	\$ (75,000)	-33.33%
Transportation, Travel & Training (In & Out of State)	\$ 144,311	\$ 114,500	\$ 121,000	\$ 6,500	5.68%
Publications & Legal Notices	\$ 2,809	\$ 7,500	\$ 7,500	\$ -	0.00%
Insurance	\$ 110,063	\$ 133,000	\$ 146,300	\$ 13,300	10.00%
Building Operations & Maintenance	\$ 192,173	\$ 200,000	\$ 225,000	\$ 25,000	12.50%
SJCOG Building Debt Service Principal and Interest	\$ 183,144	\$ 200,000	\$ 200,000	\$ -	0.00%
Professional Services	\$ 2,490,577	\$ 7,154,266	\$ 7,648,812	\$ 494,546	6.91%
Capital Outlay	\$ 146,214	\$ 195,500	\$ 195,500	\$ -	0.00%
Unallocated/Reserve					
<b>SJCOG OPERATING EXPENDITURES</b>	<b>\$ 7,832,892</b>	<b>\$ 13,099,067</b>	<b>\$ 13,693,494</b>	<b>\$ 594,427</b>	<b>4.54%</b>



**RESOLUTION  
SAN JOAQUIN COUNCIL OF GOVERNMENTS**

**R-20-28**

**RESOLUTION APPROVING THE ADOPTION OF THE 2020-2021  
ANNUAL FINANCIAL PLAN  
FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS**

WHEREAS, the San Joaquin Council of Governments is required by the Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually, and

WHEREAS, the adopted budget is to be sent to the member agencies for ratification.

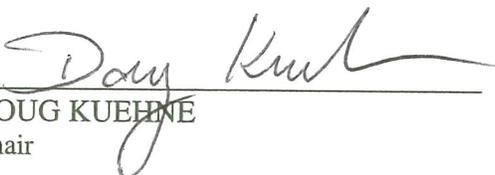
NOW THEREFORE BE IT RESOLVED, that the San Joaquin Council of Governments adopts the FY 2020-2021 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 16th day of April 2020 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Councilman Andrade, Stockton; Supervisor Elliott, SJC; Councilman Jobrack, Stockton; Mayor Kuehne, Lodi; Supervisor Miller, SJC; Councilman Murken, Escalon; Mayor Rickman, Tracy; Councilman Singh, Manteca; Supervisor Winn, SJC; VM Wright, Stockton; Councilman Zuber, Ripon.

NOES: None.

ABSENT: Mayor Dhaliwal, Lathrop.

  
\_\_\_\_\_  
DOUG KUEHNE  
Chair



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Receive Report Regarding Communication Pertaining to COVID-19 Fiscal Impact  
**MEETING DATE:** May 20, 2020  
**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Receive report regarding communication pertaining to COVID-19 fiscal impact.

**BACKGROUND INFORMATION:** The City received a request for communication from the League of California Cities regarding a letter to Governor Newsom regarding the fiscal impact of COVID-19 on cities and requesting State and federal assistance. There was a need to send a letter immediately.

California cities are projecting a nearly \$7 billion general revenue shortfall over the next two fiscal years. This shortfall will grow by billions of dollars if stay-at-home orders to protect public health extend into the summer months and beyond. Ninety percent of cities project that shortfalls will impact core city services, including police, fire, emergency management, and planning and housing. The State is being requested to establish a city revenue stabilization fund for direct aid to all cities; allocate a share of the State's \$8.4 billion CARES Act funding for cities with populations under 500,000 to support COVID-19 expenses; and create a COVID-19 financing vehicle that all cities can access to support immediate cash flow needs.

The attached letter, signed by the Mayor, was sent on April 29, 2020. A copy of the initial request is also attached. This report is provided for informational purposes only, pursuant to policy.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

Pamela M. Farris  
Assistant City Clerk

---

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

CITY COUNCIL

DOUG KUEHNE, Mayor  
ALAN NAKANISHI,  
Mayor Pro Tempore  
MARK CHANDLER  
JOANNE MOUNCE

# CITY OF LODI

2015 "Wine Region of the Year"

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6702 / FAX (209) 333-6807  
[www.lodi.gov](http://www.lodi.gov)    [cityclerk@lodi.gov](mailto:cityclerk@lodi.gov)

STEPHEN SCHWABAUER  
City Manager

PAMELA M. FARRIS  
Assistant City Clerk

JANICE D. MAGDICH  
City Attorney

April 29, 2020

Honorable Gavin Newsom Governor, State of California State Capitol  
Sacramento, CA 95814  
VIA E-mail: [ExternalAffairs@gov.ca.gov](mailto:ExternalAffairs@gov.ca.gov)

Dear Governor Newsom:

The City of Lodi thanks you for your leadership and efforts to protect and support Californians during this unprecedented public health crisis. Cities remain on the frontline helping residents stay safe and in their homes, delivering emergency services, and supporting local businesses and community organizations. However, as emergency costs continue to grow, city revenues to fund local services are plummeting. COVID-19 is having devastating impacts on city budgets and services statewide.

Based on the League of California Cities analysis, California cities are projecting a nearly **\$7 billion general revenue shortfall** over the next two fiscal years. This shortfall will grow by billions of dollars if stay-at-home orders to protect public health extend into the summer months and beyond.

The City of Lodi projects that these shortfalls will impact our core city services, including police, fire service, emergency management, and planning and housing, and a majority of the cities surveyed anticipate lay-offs or furloughs, which will further impact core city services for residents, as well as the employees.

Since the beginning of the COVID-19 crisis, the City of Lodi has stepped up to protect and serve our community. The necessary measures our city has taken are costly. In order to continue to be a full partner with the state in saving lives, protecting our communities, and ultimately recovering from this crisis, **we need your help.**

The City of Lodi is calling on you to immediately support the following actions:

- Establish at least a \$7 billion city revenue stabilization fund for direct aid to all cities to address the general revenue shortfall over the next two fiscal years;
- Allocate a share of the State's \$8.4 billion CARES Act funding for cities with populations under 500,000 to support COVID-19 expenses; and
- Create a COVID-19 financing vehicle that all cities can access to support immediate cash flow needs.

The City of Lodi appreciates your consideration of our requests and look forward to further discussing in the coming days how together we can continue to best protect Californians and reopen our economy. Thank you again for your leadership and partnership during these uncertain times.

Sincerely,



Doug Kuehne, Mayor  
City of Lodi

Cc: Senator Cathleen Galgiani  
Assembly Member Jim Cooper  
Stephen Qualls, League of California Cities, [squalls@cacities.org](mailto:squalls@cacities.org)  
Meg Desmond, League of California Cities, [cityletters@cacities.org](mailto:cityletters@cacities.org)

## **ACTION ALERT!!**

### **COVID-19 Fiscal Impact on California Cities State and Federal Assistance Needed**

#### **BACKGROUND:**

Cities remain on the front line helping residents stay safe and in their homes, delivering emergency services, and supporting their local businesses and community organizations. As emergency costs continue to grow, city revenues to fund local services are plummeting. COVID-19 is having devastating impacts on city budgets and services statewide.

California cities are projecting a nearly \$7 billion general revenue shortfall over the next two fiscal years. This shortfall will grow by billions of dollars if stay-at-home orders to protect public health extend into the summer months and beyond.

Ninety percent of cities project that shortfalls will impact core city services, including police, fire, emergency management, and planning and housing, and anticipate lay-offs or furloughs, which will further impact core services for residents.

The League requests that the state:

1. Establish at least a \$7 billion city revenue stabilization fund for direct aid to all cities to address the general revenue shortfall over the next two fiscal years;
2. Allocate a share of the State's \$8.4 billion CARES Act funding for cities with populations under 500,000 to support COVID-19 expenses; and
3. Create a COVID-19 financing vehicle that all cities can access to support immediate cash flow needs.

#### **ACTION:**

All California cities, regardless of population, urgently need funding to help us continue to fight COVID-19 and protect our residents through the summer months and beyond. No city can be left behind. Cities can help in the following ways:

- 1) Send a formal city letter to the Governor and copy your Assembly Member and Senator as soon as possible. *(See attached sample letter)*
- 2) Call your Assembly Member and Senator to inform them of the impacts facing your city. Please refer to the talking points on the next page for additional guidance.

## TALKING POINTS:

**California's 482 cities are on the front lines of the COVID-19 pandemic, protecting residents and incurring additional expenses as they work to prevent further transmission.**

- Since the beginning of this outbreak, cities have been taking actions to protect their communities – buying personal protective equipment, installing public sanitation stands, disinfecting public facilities, and enacting emergency orders. These actions have saved lives and serve as a model for the country. But, these actions come at a cost.
  - Nine out of 10 cities are buying personal protective equipment.
  - Nine out of 10 cities report increased spending to disinfect and sanitize public facilities.
  - 12 percent of cities report spending more than \$500,000 to address the outbreak in their communities.
- Cities understand that their small businesses need to stay alive in order for communities to recover and reopen. They're working hard to help their businesses with relief funds, fundraisers, and interactive maps showing which businesses are open on their websites and social media.

**A new data analysis from the League shows that California cities face significant revenue shortfalls and are already reducing or eliminating core services as a result of the pandemic.**

- All California cities, big and small, are feeling the severe financial impacts of this pandemic. With city budgets hit so hard, residents are going to feel that impact in their everyday lives.
- Cities are facing a nearly \$7 billion revenue shortfall over the next two years. This shortfall grows by billions of dollars if stay-at-home orders to protect public health extend into the summer months and beyond.
- Cities need immediate assistance from the state and federal government in order to fill the gap.
- With businesses shut down throughout the state, revenues are coming in well below expected city budgets. City leaders have fewer dollars to pay for essential services that residents rely on, like police, fire, and trash collection.
  - Nine out of 10 of cities may cut staff or decrease city services to residents, and nearly 3 in 4 cities report they may have to take both actions.
  - Police services will be adversely affected in 8 out of 10 cities.
  - Eight out of 10 cities report projected cuts to parks and recreation services.
  - In 8 out of 10 cities, public works services will be impacted.
  - More than half of cities' fire services will be adversely affected.
- Cities whose economies depend most on tourism and recreation-based activities are most severely impacted by this crisis.

- Cities anticipate \$2.9 billion loss in sales taxes and a \$1.3 billion loss in transient (hotel) occupancy taxes (TOT).
- Up to 57 percent of the shortfall is attributable to a decline in sales tax revenue, and 27 percent is attributed to the decline in transient (hotel) occupancy tax (TOT) revenue.

**Cities can't wait. They need fiscal assistance now from the state and federal government. And no city can be left behind.**

- The road to recovery will be long and hard. As state and federal governments help stabilize businesses and schools, it is important that they also provide relief for cities and its residents so they can continue to respond to, and recover from, this global health crisis.
- We are calling on the Governor and Legislature to immediately:
  - Establish at least a \$7 billion city revenue stabilization fund for direct aid to all cities;
  - Allocate a share of the State's \$8.4 billion CARES Act funding for cities with populations under 500,000; and
  - Create a COVID-19 financing vehicle that all cities can access to support immediate cash flow needs.



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Receive Report Regarding Communication Pertaining to the Re-Opening of the City of Lodi for Business

**MEETING DATE:** May 20, 2020

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Receive report regarding communication pertaining to the re-opening of the City of Lodi for business.

**BACKGROUND INFORMATION:** At the May 6, 2020, meeting, City Council directed that a letter be sent to Governor Gavin Newsom regarding an aggressive strategy for re-opening the City of Lodi for business.

The attached letter, signed by the Mayor, was sent on May 12, 2020, and included the numerous public comments emailed to the City Council.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

Pamela M. Farris  
Assistant City Clerk

---

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

CITY COUNCIL

DOUG KUEHNE, Mayor  
ALAN NAKANISHI,  
Mayor Pro Tempore  
MARK CHANDLER  
JOANNE MOUNCE

# CITY OF LODI

2015 "Wine Region of the Year"

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6702 / FAX (209) 333-6807  
[www.lodi.gov](http://www.lodi.gov)    [cityclerk@lodi.gov](mailto:cityclerk@lodi.gov)

STEPHEN SCHWABAUER  
City Manager

PAMELA M. FARRIS  
Assistant City Clerk

JANICE D. MAGDICH  
City Attorney

May 11, 2020

The Honorable Gavin Newsom  
Governor of the State of California  
1303 10<sup>th</sup> Street, Suite 1173  
Sacramento CA 95814

Dear Governor Newsom,

The Lodi City Council unanimously requests that you pursue an aggressive strategy for re-opening the City of Lodi in San Joaquin County for business. One size does not fit all. A reopening process that may make sense for Los Angeles and our neighboring Bay Area regions does not work for our City.

The City of Lodi's cases of COVID-19 are not nearly as predominant as those of our State's major population centers. As of May 11, 2020, we have approximately 100 active cases county wide, 29 countywide deaths, and 15 currently hospitalized individuals, three of whom are in Lodi and only one of whom is in the ICU. Indeed our hospital has only seen a single COVID 19 related death. The hospitalization rate is so low that our local hospital, Adventist Health/Lodi Memorial actually had to lay off more than 50 staff members. Meanwhile, our hospital surge capacity is more than 200 percent.

Lodi has been diligent preparing to meet the demands of COVID19. We have partnered to implement the Great Plates Delivered program to supplement our existing Meals on Wheels program through the LOEL Senior Center to ensure our vulnerable populations can avoid outside risk. We also partnered with the State to add testing capacity at our Library. Our local hospital has more than answered the surge capacity call, with over a 200 percent capacity. Meanwhile, their entire fleet of breathing machines remains available. The City has also answered the call to supply PPE. Today we have a 20 week supply of masks for our first responders.

Throughout this pandemic, Lodi has followed your guidelines and lowered the spread of the COVID-19 virus. We are proud of how our citizens and businesses stepped up to help flatten the curve of the COVID-19 pandemic in our region.

Now, countless numbers of our citizens and business owners are suffering tremendous impacts as a result of the State's "Stay-at-Home" mandate. We, as Council Members, are most often the recipients of their requests for help. We have enclosed several of the letters received from our citizens and business owners. Their economic plight and its emotional toll are palpable. Lodi has seen three large protests in our community and our citizens are restive to the continuation of the

State's mandate. Our police force can neither contain a protest nor enforce a refusal to comply with the State and County orders.

We noted with some measure of hope your roadmap announcements last week that would theoretically allow a county to move faster through Phase 2. Unfortunately, the actual program offers no real hope of progress because it requires a county certify no COVID-related deaths in the previous 14 days. By that standard, we do not believe our county will be able to move into Phase 2b for many, many months, and thus continue the economic strain on our local hospital and the community indefinitely. However, the City has only had one death and that was over five weeks ago. Lodi is ready to open and should not be hamstrung by a countywide timeline. As your projected \$54 billion State budget deficit portends, our local economy and our local hospital cannot sustain continued closure. Lodi needs to open so that we can continue to fund the services, and social programs so well served by state revenues.

The Lodi City Council urgently requests an opportunity to meet with you and your Public Health Officials to discuss the real and personal crisis facing many of our citizens.

Thank you for considering our concerns.

Respectfully,

A handwritten signature in blue ink that reads "Doug Kuehn". The signature is written in a cursive, flowing style.

Lodi City Council

cc: San Joaquin County Board of Supervisors  
Dr. Maggie Park, San Joaquin County Public Health Officer

## Kaylee Clayton

---

**From:** Philip Diaz  
**Sent:** Tuesday, April 28, 2020 11:01 PM  
**To:** City Council Comments  
**Cc:** Phil Diaz  
**Subject:** Public comments agenda item B-01

Good evening

Thank you for the time in allowing someone to read my comments.

Although not specifically tied to agenda item B-01 ; I wanted to publicly comment on the lack of representation for our community in respect to the impact the Governors stay at home order is having on our city.

Our city's foundation is built off of small businesses, and I don't think our city has our best interests in mind. Our city representatives seem to lack any push back to the San Joaquin County board of Supervisors in favor of reopening Lodi.

The data shows the impact was not felt here, but more damaging is the impact in the fallout of businesses closing in our community from each one of your lack of response.

My question to all of you would be to ask why you're sitting in your position currently? Did you run to be a council member / Mayor to represent your community , and if that answer is yes step up to the plate, and reopen Lodi.

Again I appreciate your time and making these comments public and for the record.

Regards  
Philip Diaz

Sent from my iPhone

## Kaylee Clayton

---

**From:** jennifer lynn  
**Sent:** Wednesday, April 29, 2020 7:52 PM  
**To:** Pamela Farris  
**Subject:** Oral communication for May 6, 2020 City Council Session

Council,

Please re-open Lodi.

Our small businesses are struggling. They are hemorrhaging money, and their livelihood is going down the drain which will, in turn, negatively affect the City of Lodi. Their right to earn a living is being violated. Open small businesses.

Our houses of worship are closed. Churches are community partners and improve the mental health of citizens. Our 1<sup>st</sup> Amendment rights are being violated. Open the churches. I believe the right words are, "Let my people go."

The mental health of citizens is being affected by the lockdown. Many can't go to work, have been laid off, don't have daycare, and have nowhere to go. Open the city for mental health.

Schools are closed and so are the parks, which means students, teachers, school staff, and parents are affected. Open the schools for our kids.

It doesn't make sense Constitutionally, monetarily, scientifically, medically, or morally to suspend civil liberties according to the numbers we are seeing. It shouldn't happen under ANY circumstances. Citizens shouldn't be considered sick until proven healthy. That's not how this great country works. Our great city shouldn't work this way, either. This isn't the least restrictive measures for what we are dealing with.

Please re-open Lodi.

With respect,

Jenny Miller

Sent from Yahoo Mail on Android

Subject: City Council May 6, 2020  
Council Item H-02  
Gary & Denise Wiman  
Stogies Lounge, Inc.  
230 West Pine Street  
Lodi, CA 95240

Honorable Council Members:

We are writing to request that you take local control of the Covid 19 response. As the governor wanted more "local" control of the issue from the President (Federal Government), true "local" control should be at the County and then City level as well. Monday, May 4, 2020, the Governor stated in his lunch time address that each County/City may modify for their adaptation of the Order to be more strict or lenient as their Community Leaders determine.

When this virus first became a concern, over-reaction due to the unknown was completely understood as projections of millions of dead created panic. Since then, scientific data from well recognized institutions within our own state, Stanford and USC, now show the panic was not based on science. Yes, it is sad that over 2,000 Californians have died from this virus, 2,000 out of 40 million people. To put that in perspective more than 2,600 Americans died on September 11, 2001 in the Twin Towers assault.

The current Governor and County Orders are making criminals out of honest hard working, tax paying citizens. At the same time, they are releasing CONVICTED criminals from jail. We have been told that the City must enforce the Governor's Order because it is the law. I would simply ask that you choose not to enforce the Order, similar to how the "laws" related to immigration and the homeless are ignored. Support your Lodi business owners, whom majority are Lodi residents, as priority. Allow the business owners to open their businesses. Do what this great nation is about and give their customers the right to choose to patronize the businesses or not.

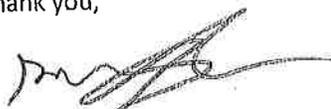
The virus does not know it is not supposed to go into the businesses that are currently allowed to stay open. The logic used to decide which business is "essential" and which is not is seriously flawed. It defies logic and common sense to assume the public is at a higher risk to enter a small business that has 1 or 2 staff working serving 10 to 20 customers a day versus a business that has dozens of staff serving thousands of customers a day. Lawsuits have already been filed; there will be more to come. How much time and money will the City waste fighting them?

Several Counties and Cities are opening up. Several County Supervisors, Mayors, Sheriffs and Police Chiefs have made formal public statements against the Governor's Order. Hospitals, even Lodi Memorial, are laying-off medical staff. The "curve" was flattened. The American people did "heed" to the Order as requested. At what point do you realize this is NOT what the fear and panic the media and politicians predicted? Science and Data now prove this.

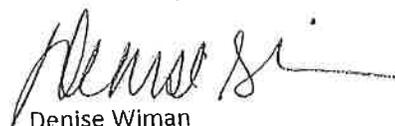
Let us get back to work. Support YOUR small businesses that support you. Let us start making sales and generating sales tax revenue for the City. Sales tax dollars that our City is going to need to get past this crisis.

Be LEADERS.

Thank you,



Gary Wiman



Denise Wiman

## Kaylee Clayton

---

**From:** AnotherLevelCrossFit.com  
**Sent:** Monday, May 04, 2020 4:59 PM  
**To:** City Council Comments  
**Subject:** Local business request regarding council meeting 5/6 Section D

Good afternoon.

Let me please start by saying how much I appreciate the work you have all done to help keep our city safe during this time. I am sure it has not been easy and hopefully people have been understanding about why things are the way they are.

With that said, I know I only have 3 min, so I will get right to my point.

I have read the N-33-20 Order and the updated information that was put out regarding outside services specifically. I have also been following what the governor has released regarding encouraging people to get outside and be active.

As of last week I am aware that all golf course's in our county are open and Lodi plans on opening the Farmer's Market in the coming weeks. I understand that the golf courses were able to work with the Dr. Park to come up with a 50 point check list that allows them to operate and I am assuming the opening of the Farmers Market means they too will have guidelines they must follow.

My questions is this. I am a personal trainer/small fitness studio owner and while I have done my best to provide services to my client base through on-line classes, offering equipment and shifting services provided, it is not the same as me being able to help in a real life setting.

Now, I am wanting to know if I would be allowed to start holding outside workouts in small groups as long as I participated in the social distancing guidelines. Or, if I, would be allowed to work with someone about coming up with guidelines regarding our business type. To lump "All gyms" into one group is not realistic. Most of us smaller (non commercial gyms) have the ability to implement and provide safety guidelines as well, if not more effectively than some of these "Essential" stores that are open.

I know the order states that "gathering in groups of any size is prohibited". However I am wondering why a group of 4 of us can go golf, as long as, we adhere to the S.D rules, yet I can not have a group of similar size at a park/private parking lot or inside our 6000 sq ft facility exercising.

Again I am aware these are unprecedented times. The last thing I want to do is be a part of the problem. I take my members trust in our ability to enhance their health very seriously and while many would say coming together puts them more at risk, others do want to continue to participate. Ideally we are moving towards a space where it would be up to THEM to decided if they want to come because they feel comfortable with the safeguards we have put into place based off either our work together or the cities guidelines.

Thank you again and I look forward to hearing back regarding my request.

Trevor Phillips

Another Level CrossFit  
1205 East Vine Street  
Lodi CA, 95240

(209) 327-3053  
[anotherlevelcrossfit.com](http://anotherlevelcrossfit.com)

## Kaylee Clayton

---

**From:** Leah Suelter  
**Sent:** Tuesday, May 05, 2020 9:59 AM  
**To:** City Council Comments  
**Subject:** Public Comment for Agenda Item Number H-02.  
**Attachments:** To our Lodi City Council Members.docx

To our Lodi City Council Members,

I wanted to reach out and ask that you allow our small businesses in Lodi, CA to REOPEN immediately. The goal of the Governor's Shelter in Place was to allow our local hospitals to have enough beds to aid those that could contract COVID-19. This task has been accomplished. Our hospital beds are empty and awaiting patients, laying off staff due to the virus thankfully diminishing here. Now we need to reopen and allow the economy of our town to resume.

If we do not reopen, the small businesses closed currently will likely never recuperate, thus creating a barren and empty downtown once again. The city worked very hard to grow our downtown into what it was before this shut down and it is dangerously close to returning there.

As a retail business owner, many of my items are seasonal, like other shops. If our seasons are missed and we are not able to get customers into our stores in the next couple weeks, we will miss the seasonal influx of cashflow needed to get us all to the fall season and ready for the holidays. We NEED to reopen immediately or all the clothing and seasonal based shops will likely not survive. That means a long-term loss for the city in all our sales tax, an increase in empty store fronts, and less tourism to downtown, less tax revenue and likely more homeless coming into downtown again, creating more deterrents for consumers and impacting the businesses that can survive in a negative way.

As someone that has worked closely downtown with our homeless, I have noticed a drastic increase in transients' activity and population since the shelter in place order. They are rifling through trash like before but now leaving it on the ground, camping in front of stores that previously they could not, panhandling constantly at the small essential businesses still open and slowly overtaking downtown again. Furthermore, most of these transients are new and released from the jails due to another order from the Governor. Break ins will begin happening more frequently, they already have. This is going to create more of a hardship for small businesses by needing to replace windows or paying deductibles. All the work that Officer Schiele has done is going to be more difficult the longer we allow the homeless to be the only community in our downtown. They are taking it over and they are a new type of homeless we have not experienced. This is only going to cost our city much more money with LPD time and efforts.

Our stores need to be reopened to keep our downtown safe, clean and prosperous. The closure means we are now unable to pay YOUR city bills and cannot generate sales tax or measure L money. We have delayed multiple revenue generating events that our city needs to flourish.

We can reopen responsibly and implement guidelines more effectively than larger stores currently taking away our business. Why can big box stores sell gifts and clothing but our small shops cannot? How are they keeping their massive stores cleaner than we would in our smaller spaces that we personally know and clean diligently?

Let us keep our own community safe. Let us save our businesses. Let us pay our bills and give you sales tax. Let us save our town. Let us reopen.

Thank you,  
Leah Suelter

## Kaylee Clayton

---

**From:** M Bonilla  
**Sent:** Tuesday, May 05, 2020 1:36 PM  
**To:** City Council Comments  
**Cc:** City Council; Charles Winn; Mikey Hothi; Senator.Galgiani@senate.ca.gov  
**Subject:** Comment Regarding H-2 Regular Council Meeting on 5/6/2020

I am writing to express my many concerns regarding the continued forced isolation and business closures that are destroying our local economy. The fact of the matter is that our county has a population of over 760,000 people and we have only 578 cases, of which 141 people required hospitalization, and only 26 people have died.

I am not diminishing the lives that have been lost during this pandemic, but we need to take an honest look at economic price that our local community will pay as a result of unnecessarily extending the mandatory closure of businesses. The lives and livelihoods of your constituents have been up-ended and we can no longer pretend that this this closure is economically sustainable.

There is no evidence that shows that buying clothing or housewares at big box stores, such as Wal-Mart or Target, are any safer than making the same purchase at a small business that serves 25 people per day – especially if they abide by the same social distance protocols that the large box stores have in place. I am by no means suggesting that we re-open without any safety measures, but I do believe that we can use a practical, methodical, and reasonable approach to get businesses re-opened quickly. Certainly, some individuals with underlying health issues will need to remain in isolation, but their unique circumstances cannot be a justification to forcibly isolate citizens who are healthy and wish to resume their lives.

I also understand that there is a financial motivation and incentive to continue participation with the State of California due to the funds that are coming from the State and Federal government. I want to remind the city that those funds are temporary and may last months, but the economic catastrophe that is unfolding has the potential to last for decades. I moved here in 2008 and remember the shuttered businesses downtown, and the foreclosed homes on every block. Let us not voluntarily relive that devastation again.

Sincerely, Amanda Lee

## Kaylee Clayton

---

**From:** Perfect Balance Dayspa  
**Sent:** Tuesday, May 05, 2020 1:46 PM  
**To:** City Council Comments  
**Subject:** Help Save our Business

To our Lodi City Council Members,

I wanted to reach out and ask that you allow our small businesses in Lodi, CA to REOPEN immediately. The goal of the Governor's Shelter in Place was to allow our local hospitals to have enough beds to aid those that could contract COVID-19. This task has been accomplished. Our hospital beds are empty and awaiting patients, laying off staff due to the virus thankfully diminishing here. Now we need to reopen and allow the economy of our town to resume.

If we do not reopen, the small businesses closed currently will likely never recuperate, thus creating a barren and empty downtown once again. The city worked very hard to grow our downtown into what it was before this shut down and it is dangerously close to returning there.

As a retail business owner, many of my items are seasonal, like other shops. If our seasons are missed and we are not able to get customers into our stores in the next couple weeks, we will miss the seasonal influx of cashflow needed to get us all to the fall season and ready for the holidays. We NEED to reopen immediately or all the clothing and seasonal based shops will likely not survive. That means a long-term loss for the city in all our sales tax, an increase in empty store fronts, and less tourism to downtown, less tax revenue and likely more homeless coming into downtown again, creating more deterrents for consumers and impacting the businesses that can survive in a negative way.

As someone that has worked closely downtown with our homeless, I have noticed a drastic increase in transients' activity and population since the shelter in place order. They are rifling through trash like before but now leaving it on the ground, camping in front of stores that previously they could not, panhandling constantly at the small essential businesses still open and slowly overtaking downtown again. Furthermore, most of these transients are new and released from the jails due to another order from the Governor. Break ins will begin happening more frequently, they already have. This is going to create more of a hardship for small businesses by needing to replace windows or paying deductibles. All the work that Officer Schiele has done is going to be more difficult the longer we allow the homeless to be the only community in our downtown. They are taking it over and they are a new type of homeless we have not experienced. This is only going to cost our city much more money with LPD time and efforts.

Our stores need to be reopened to keep our downtown safe, clean and prosperous. The closure means we are now unable to pay YOUR city bills and cannot generate sales tax or measure L money. We have delayed multiple revenue generating events that our city needs to flourish.

We can reopen responsibly and implement guidelines more effectively than larger stores currently taking away our business. Why can big box stores sell gifts and clothing but our small shops cannot? How are they keeping their massive stores cleaner than we would in our smaller spaces that we personally know and clean diligently?

Let us keep our own community safe. Let us save our businesses. Let us pay our bills and give you sales tax. Let us save our town. Let us reopen.

Thank you,  
Jacqueline Davis

Sent from my iPhone

## Kaylee Clayton

---

**From:** Mindy Compton  
**Sent:** Tuesday, May 05, 2020 1:50 PM  
**To:** City Council Comments  
**Subject:** Public comment for agenda item number H-02

Dear Council Members,

Thank you so much for your time. I am so appreciative of the work you do for Lodi always, but especially during these times of change and uncertainty. I've been following the state and county orders carefully and trying to sustain my business accordingly, which has been more than challenging, to say the least.

I know you are each fully aware of the problems that keeping small businesses closed will bring to Lodi, especially to downtown. As a lifelong resident of Lodi, I've seen downtown flourish and I've seen it barren. As a downtown business owner, I've seen the way the homeless population effect our daily business and how it deters people from enjoying our beautiful downtown. This is a problem that will grow and grow with downtown forced to be empty and these businesses will inevitably be forced to close permanently.

As a small business owner, I have a huge amount of investment into my inventory, money due on my lease monthly and tons of accruing expenses daily. We have been operating virtually, through social media and our website, but this model is not sustainable to me, or any downtown business. Like most other sole proprietors in downtown, I was not granted any assistance through loans and I'm still fighting for pandemic unemployment and waiting patiently for my family's stimulus. I understand we can't just go back to normal. I understand that we will have restrictions and social distancing and limited customers....but it's completely illogical that we cannot open, even if just by appointment, and big box stores can continue on. Those stores are not contributing to our economy the same way we do. People don't travel to Lodi from all over for wine tasting and browsing Walmart. We must fight to open safely and quickly.

I beg of you to fight for the small businesses that are the building blocks of our community. Help us to reopen with restrictions. We are so much more capable to maintain social distancing, limit customers, sanitize everything between customers (etc) than many businesses that have been allowed to remain open this whole time. My store is about 2000 square feet. I have no employees, my mom does the books for my store and works when I cannot. We would be thrilled to open now, even just by appointment, so we have ample time and space to clean in between visitors. I can limit people as the restrictions see fit. I can space out customers to sanitize in between. My store is plenty big to ensure social distancing. And being almost nine months pregnant, we will be diligent about wearing proper protective gear and asking others to do the same for as long as necessary.

There are stores similar to our downtown businesses open in Stockton. There are stores that have been permitted to reopen now selling essential items in Lodi. Help us get permission to reopen in whatever capacity is safe for ourselves, our customers and our community. We have worked diligently to bend the curve and our city and county numbers do not support these extended closures of our small businesses. Help us. Help us save our businesses, our livelihood, the future of downtown and our great city.

Thank you so much,

Mindy Compton

Willow Tree Children's Boutique  
120 N School Street  
Lodi, CA 95240  
(209) 339-7300

Sent with love from my iPhone

## Kaylee Clayton

---

**From:** Monica Fritz  
**Sent:** Tuesday, May 05, 2020 3:04 PM  
**To:** City Council Comments  
**Subject:** H-2

Dear City Council,

I urge you to open up our city as quickly as possible for the sake of our business community and children. Our city has amazing small businesses, run by wonderful families. These families need an income.

Our children's lives have been turned upside down. School was moved to online. Parks closed. Libraries closed. Baseball, softball, and all other organized sports canceled. They can't see their friends. Easter with loved ones, canceled. Birthdays consisted of drive by's where they get to wave at their friends. Dance recitals likely will be canceled too since it's held on city property. Many kids live in terrible conditions, with terrible people. I can't even imagine the life they are living right now. These children cannot even escape to a park to play. All of this for 0.0005% of the population that has been infected in Lodi.

Now all of our summer events and traditions CANCELED (or postponed until September). Fourth of July cannot be postponed. It's a holiday to celebrate our freedom and it's so ironic that right now we have had all of those freedoms stripped from us. I will not sit back and watch this happen to the future of my children. Our tax dollars pay for these events. There has to be a better solution than to cancel or postpone. Limit the number of people at the lake. Sell tickets to offset the cost. Provide a fireworks show but extend the gates out onto Turner for more spacing between guests. Find better solutions!

Many businesses are likely to not return for the financial mess this has caused. Our city and community will suffer. Please take a stand. Stand up to our Governor and reopen our city. Hold our summer events. Let our children be children. The damage this stay at home order is causing is now far exceeding the benefit it was meant to create!

Sincerely,  
Monica Fritz

## Kaylee Clayton

---

**From:** DAN PHILLIPS  
**Sent:** Wednesday, May 06, 2020 6:20 AM  
**To:** City Council Comments  
**Subject:** Fw: From The Dermal Clinic, Lodi, CA

----- Forwarded Message -----

**From:** JoAnne Mounce <[jmounce@lodi.gov](mailto:jmounce@lodi.gov)>  
**To:** Dan Phillips <[danandjudy312@sbcglobal.net](mailto:danandjudy312@sbcglobal.net)>  
**Sent:** Tuesday, May 5, 2020, 09:27:17 PM PDT  
**Subject:** Re: From The Dermal Clinic, Lodi, CA

Thank you!  
JoAnne

Sent from my iPad

> On May 5, 2020, at 8:45 PM, DAN PHILLIPS <[danandjudy312@sbcglobal.net](mailto:danandjudy312@sbcglobal.net)> wrote:

>  
>  
>  
>  
>  
>

> ----- Forwarded Message -----

> From: JUDY PHILLIPS <[danandjudy312@sbcglobal.net](mailto:danandjudy312@sbcglobal.net)>

> To: [citycouncil@lodi.gov](mailto:citycouncil@lodi.gov)

> Sent: Tuesday, May 5, 2020, 08:33:41 PM PDT

> Subject: From The Dermal Clinic, Lodi, CA

>  
>  
>  
>  
>

> Dear Mayor & City Council Members. I am a salon owner and am writing on behalf of the Estheticians & Massage Therapist at The Dermal Clinic in Downtown Lodi.

>  
>  
>  
>  
>  
>  
>

> We just wanted to tell you how we run our business, because it is stellar and any of you would feel very comfortable & well cared for if you ever visited our salon.

>  
>  
>  
>  
>

> 1. We have been in business in Lodi for 25 years, never a complaint, lawsuit, insurance claim. Nothing negative at all.

>

- >
- > 2. I was a lab tech for 20 years before I went into aesthetics, and my experience has helped me to be very aggressive in regards to disease prevention & cross contamination.
- >
- >
- > 3. Our instruments are sterilized in a medical autoclave.
- >
- >
- > 4. Our brushes are washed in hot soapy antimicrobial cleanser, and the sterilized in a ultraviolet sterilizer.
- >
- >
- > 5. Our salon sanitizes each room after each client. Not only complete bed change, but wiping down all equipment, & cosmetic bottles
- >
- >
- > 6. We wash our hands before & after each client using a surgical technique, all the way up to our elbows.
- >
- >
- > 7. I use Ultraviolet light sterilization in treatment rooms at the end of the work day.
- >
- >
- > 8. At no time will any client use or touch makeup. It is only applied by mask/gloved up staff who are practicing disease prevention techniques.
- >
- >
- >
- >
- >
- >
- > In addition to our already over & above practices that the State Of California requires for all estheticians, We have instituted the new guidelines set forth by the Governor as well.
- >
- >
- >
- >
- >
- >
- >
- > 1. All estheticians, massage techs, and desk staff will mask up & glove up even more diligently than we were already doing.
- >
- >
- > 2. All desk staff & estheticians will also utilize face shields.
- >
- >
- > 3. There will be no congregating or any other persons in the salon except for clients with appointments.
- >
- >
- > 4. All non-facial clients must mask up & glove up. (waxing/lash extension clients)
- >
- >
- > 5. Curbside service for clients just ordering makeup & skin care products that do not have appointments.
- >
- >
- > 6. All clients who desire to book regular appointments must do this by phone or email to avoid congestion at the front desk.
- >
- >
- > 7. All seating for clients is 6 feet apart.
- >
- >
- > 8. All clients waiting to pay for services must stand 6 feet apart on designated areas.
- >
- >

> 9. Clients must mask up immediately after their facials. We will provide masks for all clients.

>

>

> 10. We will be diligent about staying on time so there are not people waiting for their appointment.

>

>

>

>

>

> So as you see, we care very much about the safety of our staff & Clients. Honorable Board members. We have worked so hard and the truth is, I can't sustain this any longer. I have been paying my staff whether they worked or not since mid April. I have not received any rent from my renters for 2 months. This business supports so many families & they depend on me. Please give this letter consideration, and please remember: I know how to do this. My medical training and my integrity qualifies me to run a professional, caring & necessary business who has served this community & my staff for 25 years. I have loved every minute of it. Please help us. We all need to work. Thank you for reading this letter. God bless you all, I know this can't be easy for you either.

>

>

>

>

>

> Judy Phillips, The Dermal Clinic...([www.dermalclinic.com](http://www.dermalclinic.com))

## Kaylee Clayton

---

**From:** Alex Aliferis  
**Sent:** Wednesday, May 06, 2020 6:50 PM  
**To:** City Council Comments  
**Cc:** Alex Aliferis  
**Subject:** Public Comment for Agenda Item H-2 Discussion on Status of Stay-at-Home Orders in Issued in Response to the COVID-19 Pandemic (CM)

Councilmembers,

I urge you to stand up for small business owners and the citizens who have lost business and jobs. The longer the lockdown and stay at home orders continue, more jobs and businesses will be lost. The city can't afford another month of illegal lockdown/stay at home orders. I guess the city of Lodi will see the bankruptcy court sooner than I expected? Modoc County opened up. Yuba and Sutter Counties are opening up fully whether Governor Newsom likes it or not. More will follow. There are nine states like North and South Dakota who never shut down businesses and had stay at home orders. States like Florida, Texas, Alabama, Georgia, etc are leading the way in opening up back to normal. By the way, a Florida 6th Circuit Court threw out a court case against the first Floridian businessperson who in defiance opened his business in Florida. I urge you to speak out against unconstitutional stay at home and lockdown orders. Did Lodi businesses/churches/parks/schools shut down 30 years ago when one of my relatives caught early stage infectious tuberculosis? No! He was quarantined, and treated back to full health while those around got tested for TB like myself. We all tested negative. Please, do not be afraid to speak out.

Alex Aliferis  
Lodi, CA

## Kaylee Clayton

---

**From:** jennifer lynn  
**Sent:** Wednesday, May 06, 2020 7:55 PM  
**To:** City Council Comments  
**Subject:** Public comment on agenda item h-2

Hello again all,

You know what would be great for education of citizens? A handout or a community training like the police department does to show some of what they do, so people can have a better idea of what you deal with and the constraints you have. Just a thought.

Anyway, as I listened to the earlier portion of the meeting, I heard Keuhne say council doesn't have authority to reopen Lodi.

The Governor has said the State is looking for local governments to enforce the orders, so what if the city and LPD refused to enforce it or sent a letter saying they won't enforce?

Also, at the County Board of Supervisors meeting, they mentioned that cities could send an implementation plan to them to look over and I think (from how they explained it) that's all that would be necessary for them to send to the state to reopen. I'm assuming the PHO would have to approve this. Is Lodi close to a plan to offer them or has Lodi already sent it and are waiting for their go ahead?

Why have other cities opened up seemingly without any problems? What are we missing?

Thanks,

Jenny

Sent from Yahoo Mail on Android



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments, Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2020/21; and Set Public Hearing for June 17, 2020

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution initiating proceedings for the levy and collection of assessments, resolution approving the annual report, and resolution declaring intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2020/21; and set public hearing for June 17, 2020.

**BACKGROUND INFORMATION:** Over the past 17 years, the City Council has formed a total of 16 zones of the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 (District). The scope of maintenance activities funded by the District includes landscape and irrigation, masonry block walls, and street parkway trees. The activities and levy amounts vary by zone, as described in the City of Lodi, Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Annual Report (Report), Fiscal Year 2020/21.

The Report includes diagrams of the District showing the area and properties proposed to be assessed; an assessment of the estimated costs of maintenance, operations, and servicing of improvements; and the net levy upon all assessable lots and/or parcels within the District.

The cost of maintenance increased slightly compared to last year; however, it is still more than the amount being assessed to the district. Similar to last year, the account has a substantial reserve, generated over many years, which will be utilized to allow the individual zone and the total District's assessment for Fiscal Year 2020/21 to remain unchanged from Fiscal Year 2019/20. Staff intends to utilize the reserve to offset annual increases until such time that the reserve is reduced to an appropriate level. At that time, the assessment will be adjusted as necessary.

The District's Fiscal Year 2020/21 budget is provided in Exhibit A. The Engineers Report is provided in Exhibit B.

The action requested of the City Council is to initiate proceedings for the levy and collection of assessments for Fiscal Year 2020/21, approve the annual report, to declare its intention to levy the assessments, and to conduct a public hearing on June 17, 2020, to receive public comments. After the public hearing, City Council will be asked to confirm the final report and order the levy and collection of the assessments.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**FISCAL IMPACT:** Funding for preparation of the annual report is included in the assessments.

**FUNDING AVAILABLE:** Not applicable.



---

Charles E. Swimley, Jr.  
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer  
CES/SN/tc  
Attachments

cc: Deputy Public Works Director/City Engineer  
NBS

**Exhibit A  
Fiscal Year 2020/21 Budget**

Description	Amount
<b>Annual Maintenance:</b>	
1. Landscape	
Maintenance	\$30,442.00
Contingency	3,044.20
Reserve	<u>0.00</u>
<i>Total Landscape</i>	<i>\$33,486.20</i>
2. Street Parkway Trees	
Maintenance	\$1,000.00
Contingency	<u>100.00</u>
<i>Total Street Parkway Trees</i>	<i>\$1,100.00</i>
3. Masonry Walls	
Repair/Maintenance/Graffiti Removal	\$1,000.00
Contingency	<u>100.00</u>
<i>Total Masonry Walls</i>	<i>\$1,100.00</i>
<b>Total Annual Maintenance:</b>	<b>\$35,686.20</b>
<b>General Benefit Contribution <sup>1</sup>:</b>	<b>(\$674.47)</b>
<b>Total Assessable Maintenance:</b>	<b>\$35,011.73</b>
<b>Incidentals:</b>	
1. Consultant Fees	\$14,500.00
2. City Administrative Fees	1,750.59
3. Publication	1,500.00
4. County Collection Fees	338.39
<b>Total Incidentals:</b>	<b>\$18,088.98</b>
<b>Total Assessable Maintenance &amp; Incidentals:</b>	<b>\$53,100.71</b>
<b>Surplus from Previous Fiscal Year:</b>	<b>(\$18,974.45)</b>
<b>BALANCE TO ASSESSMENT:</b>	<b>\$34,126.26</b>

<sup>1</sup> Information about the General Benefit component can be located in Section 5 of this report.

# CITY OF LODI

---

*Engineer's Report For: Fiscal Year 2020/21*

## Consolidated Landscape Maintenance District No. 2003-1

May 2020

Prepared by:



Corporate Headquarters  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
Toll free: 800.676.7516

**CITY OF LODI**  
**CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**

**221 W. Pine Street**  
**Lodi, California 95240**  
**Phone - (209) 333-6800**  
**Fax - (209) 333-6710**

---

**CITY COUNCIL**

Doug Kuehne, Mayor  
Alan Nakanishi, Mayor Pro Tempore  
Mark Chandler, Council Member  
JoAnne Mounce, Council Member

**CITY STAFF**

Stephen Schwabauer, City Manager  
Pamela Farris, Assistant City Clerk  
Janice D Magdich, City Attorney  
Charles Swimley, Public Works Director

**NBS**

Tim Seufert, Client Services Director  
Adina McCargo, Director  
Christine Drazil, Financial Analyst

# TABLE OF CONTENTS

---

<b>1. Engineer’s Letter</b> .....	<b>1</b>
<b>2. Overview</b> .....	<b>3</b>
2.1 District Formation and Annexation History .....	3
2.2 Effect of Proposition 218.....	4
<b>3. Plans and Specifications</b> .....	<b>5</b>
<b>4. Benefits</b> .....	<b>8</b>
4.1 Masonry Wall Maintenance .....	8
4.2 Landscape Maintenance .....	8
4.3 Street Parkway Trees Maintenance .....	8
<b>5. Quantification of General Benefit</b> .....	<b>10</b>
5.1 Introduction.....	10
5.2 Separation of General Benefit.....	10
5.3 Masonry Wall Maintenance .....	10
5.4 Landscape Maintenance .....	13
5.5 Street Parkway Trees Maintenance .....	16
5.6 Collective General Benefit.....	17
<b>6. Assessment Methodology</b> .....	<b>18</b>
6.1 Benefit Points .....	18
6.2 Benefit Factor .....	19
6.3 Benefit Units.....	19
6.4 Assessment Rate Per Benefit Unit.....	20
6.5 Adjustments to Maximum Assessments.....	20
<b>7. Estimate of Costs</b> .....	<b>22</b>

7.1	Budget for Fiscal Year 2020/21 .....	22
7.2	Assessment Rate Per DUE .....	23
<b>8.</b>	<b>Assessment Diagrams .....</b>	<b>24</b>
<b>9.</b>	<b>Fiscal Year 2020/21 Assessment Roll .....</b>	<b>25</b>

# 1. ENGINEER'S LETTER

**WHEREAS**, on May 20, 2020, the *City Council* (the "Council") of the *City of Lodi* (the "City"), pursuant to the *Landscaping and Lighting Act of 1972* (the "Act"), adopted a resolution initiating proceedings for the levy and collection of assessments for the *Lodi Consolidated Landscape Maintenance District No. 2003-1* (the "District"), Fiscal Year 2020/21;

**WHEREAS**, said resolution ordered NBS Government Finance Group, DBA NBS, to prepare and file a report, in accordance with §22567 of the Act, concerning the assessment of the estimated costs of operating, maintaining and servicing the improvements within the District for the fiscal year commencing July 1, 2020 and ending June 30, 2021.

**NOW THEREFORE**, the following assessments are made to finance the operation, maintenance, and servicing of the improvements within the District:

DESCRIPTION	AMOUNT
<b>Zone 1 - Total Assessment</b>	<b>\$4,075.92</b>
Dwelling Unit Equivalents	74.000
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$55.08</b>
<b>Zone 2 - Total Assessment</b>	<b>\$7,325.64</b>
Dwelling Unit Equivalents	133.000
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$55.08</b>
<b>Zone 3 - Total Assessment</b>	<b>\$716.04</b>
Dwelling Unit Equivalents	39.000
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$18.36</b>
<b>Zone 4 - Total Assessment</b>	<b>\$624.24</b>
Dwelling Unit Equivalents	34.000
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$18.36</b>
<b>Zone 5 - Total Assessment</b>	<b>\$12,282.84</b>
Dwelling Unit Equivalents	223.000
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$55.08</b>
<b>Zone 6 - Total Assessment</b>	<b>\$4,406.40</b>
Dwelling Unit Equivalents	80.000
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$55.08</b>
<b>Zone 8 - Total Assessment</b>	<b>\$936.36</b>
Dwelling Unit Equivalents	17.000
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$55.08</b>
<b>Zone 9 - Total Assessment</b>	<b>\$201.96</b>
Dwelling Unit Equivalents	11.000
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$18.36</b>

(Continued on next page)

DESCRIPTION	AMOUNT
<b>Zone 11 - Total Assessment</b>	<b>\$440.64</b>
Dwelling Unit Equivalents	8.000
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$55.08</b>
<b>Zone 13 - Total Assessment</b>	<b>\$1,709.34</b>
Dwelling Unit Equivalents	93.104
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$18.36</b>
<b>Zone 14 - Total Assessment</b>	<b>\$587.52</b>
Dwelling Unit Equivalents	16.000
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$36.72</b>
<b>Zone 15 - Total Assessment</b>	<b>\$665.88</b>
Dwelling Unit Equivalents	36.268
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$18.36</b>
<b>Zone 16 - Total Assessment</b>	<b>\$153.48</b>
Dwelling Unit Equivalents	8.360
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$18.36</b>

I, the undersigned, respectfully submit this report and, to the best of my knowledge, information and belief, the assessments and assessment diagrams herein have been computed and prepared in accordance with the order of the Council.

---

**Charles Swimley, P.E., Engineer of Work**

---

Date

---

Seal

## 2. OVERVIEW

---

This report describes the District and details the assessments to be levied against the parcels therein for Fiscal Year 2020/21. Such assessments account for all estimated direct & incidental expenses, deficits/surpluses, revenues, and reserves associated with the operation, servicing and maintenance of the improvements.

The word “parcel,” for the purposes of this report, refers to an individual property that has been assigned an Assessor’s Parcel Number by the San Joaquin County Assessor. The San Joaquin County Auditor-Controller uses Assessor’s Parcel Numbers and specific Tax Codes to identify the parcels assessed on the County Tax Roll within special benefit districts.

### 2.1 District Formation and Annexation History

The District is currently comprised of 13 distinct zones within the City. New zones may be annexed into the District if approved via property owner balloting proceedings.

#### **ZONES 1 AND 2**

A report was prepared in 2003 for Zones 1 and 2. Property owner balloting proceedings were conducted, effective for the Fiscal Year 2004/05 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONES 3 THROUGH 6**

In 2004, separate reports were prepared for Zones 3 through 6. Property owner balloting proceedings were conducted within Zones 3 and 4 for the Fiscal Year 2004/05 assessment and within Zones 5 through 7 for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONES 8, 9, AND 11**

A separate report was prepared in 2005 for Zones 8, 9, and 11. Property owner balloting proceedings were conducted for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONE 13**

A separate engineer’s report was prepared in 2007 for Zone 13. Property owner balloting proceedings were conducted for the Fiscal Year 2007/08 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

## **ZONES 14 THROUGH 16**

A separate engineer's report was prepared in 2008 for Zones 14 through 16. Property owner balloting proceedings were conducted for the Fiscal Year 2008/09 assessment. Property owner approval was attained; the City has been levying and collecting these assessments on the County Tax Roll as a means to provide continuous funding for the related improvements.

## **2.2 Effect of Proposition 218**

On November 5, 1996, California voters approved Proposition 218 (Government Code commencing with Section 53739) by a margin of 56.5% to 43.5%. The provisions of the Proposition, now a part of the California Constitution, add substantive and procedural requirements to assessments, which affect the City's landscape maintenance assessments.

The Act, Article XIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act are referred to collectively as the "Assessment Law".

### 3. PLANS AND SPECIFICATIONS

---

The facilities operated, serviced and maintained within each Zone are generally described as follows:

#### **ZONE 1 – ALMONDWOOD ESTATES**

1. A masonry wall and 13.5' wide landscaping area along the east side of Stockton Street from the project's north boundary to Almond Drive, including the angled corner section at Elgin Avenue, approximately 1,220 linear feet.
2. A masonry wall and 13.5' wide landscaping area along the north side of Almond Drive from the project's east boundary westerly to Stockton Street, including the angled corner sections at Blackbird Place and Stockton Street, approximately 340 linear feet.
3. Street parkway trees located within the public street within the Zone 1 boundary.

#### **ZONE 2 – CENTURY MEADOWS ONE, UNITS 2 & 3**

1. A masonry wall and 13.5' wide landscaping area along the north side of Harney Lane from the project's east boundary to the west boundary, including the 2 angled corner sections at Poppy Drive, approximately 1,200 linear feet.
2. Street parkway trees located within the public street within the Zone 2 boundary.

#### **ZONE 3 – MILLSBRIDGE II**

1. Street parkway trees located within the public street within the Zone 3 boundary.

#### **ZONE 4 – ALMOND NORTH**

1. Street parkway trees located within the public street within the Zone 4 boundary.

#### **ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES**

##### ***Legacy Estates I***

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 10-24 of Legacy Estates I, approximately 950 linear feet.
2. Street parkway trees located within the public street within the Zone 5 boundary.

##### ***Legacy Estates II***

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west side of Mills Avenue from the project's southern boundary on Mills Avenue to the intersection of Wyndham Way, approximately 590 linear feet.
2. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 69-77 of Legacy Estates II, approximately 525 linear feet.
3. Street parkway trees located within the public street within the Zone 5 boundary.

##### ***Kirst Estates***

1. Street parkway trees located within the public street within the Zone 5 boundary.

### **ZONE 6 – THE VILLAS**

1. A masonry wall and 8.5' wide landscaping area along the east side of Panzani Way from the project's south boundary to the intersection of Porta Rosa Drive, approximately 120 linear feet.
2. A masonry wall and 27.5 to 43.0-foot variable width landscaping strip, divided by a 4.0-foot wide meandering sidewalk, along the north side of Harney Lane from Panzani Way to the frontage road, approximately 425 linear feet.
3. A masonry wall and 15.0 to 44.0-foot variable width landscaping strip, divided by a 4.0-foot wide meandering sidewalk, along the west of the frontage road and the east side of San Martino Way from Harney Lane to the project's north boundary, approximately 700 linear feet.
4. Parcel B, between lots 1 and 50, a variable width landscaping strip, approximately 250 linear feet.
5. Street parkway trees located within the public street within the Zone 6 boundary.

### **ZONE 8 – VINTAGE OAKS**

1. A masonry wall and 13.5' wide landscaping strip, including a 4.0-foot wide sidewalk, extending north and south of the future Vintage Oaks Court along the east side of S. Lower Sacramento Road for a total distance of approximately 252 linear feet.
2. A 9.5' wide landscaping strip in the east half of the Lower Sacramento Road median, west of the Zone 8 boundary.
3. Street parkway trees located within the public street (Vintage Oaks Court) within the Zone 8 boundary.

### **ZONE 9 – INTERLAKE SQUARE**

1. Street parkway trees located within the public rights-of-way of School Street and Park Street within the Zone 9 boundary.

### **ZONE 11 – TATE PROPERTY**

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4.0-foot wide meandering sidewalk, along the north side of Harney Lane, immediately east of Legacy Way, approximately 140 linear feet.
2. Street parkway trees located within the public street (Legacy Way) within the Zone 11 boundary.

### **ZONE 13 – GUILD AVENUE INDUSTRIAL**

1. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 13 boundary, extending west from the current City limits for a distance of 700 feet.
2. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.

### **ZONE 14 – LUCA PLACE**

1. A 6.5-foot irrigated landscape strip in the east half of the Westgate Drive median, west of the Zone 14 boundary.
2. Street parkway trees located within the public street (Westgate Drive), within the Zone 14 boundary.

### **ZONE 15 – GUILD AVENUE INDUSTRIAL**

1. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 15 boundary, extending west from the current City limits for a distance of 700 feet.
2. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.

### **ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL**

1. A variable width (15 to 18 feet) irrigated, landscaped strip in the segmented median in W. Kettleman Lane (Highway 12) extending west from Ham Lane to Westgate Drive and having a total landscaped area of 36,505 square feet.
2. A variable width (12 to 20 feet) irrigated landscape strip in the segmented median in Lower Sacramento Road extending south from the north boundary of parcel APN 027-410-06 (2429 W. Kettleman Lane) to the south boundary of APN 058-030-13 (1551 S. Lower Sacramento Road) and having a total landscaped area of 13,490 square feet.

## 4. BENEFITS

---

The special benefits conferred from the installation and maintenance of the improvements need to be identified. The improvements shown in Section 3 are, hereby, reasonably determined to confer certain special benefits to parcels within each applicable Zone, and such special benefits are described below.

### 4.1 Masonry Wall Maintenance

The overall appeal of an area is enhanced when neighborhood masonry wall improvements are in place and kept in satisfactory condition. Conversely, appeal decreases when such walls are deteriorating, damaged, unsafe or defaced by graffiti.

#### 4.1.1 IMPROVED AESTHETICS

Neighborhood masonry walls, when coupled with landscaping improvements, improve the livability, appearance and desirability for properties within each applicable Zone. Such walls also create a sense of community within the applicable Zones. According to the Victoria Transport Policy Institute (2011), streetscapes have a significant effect on how people view and interact with their community. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity, and attract residents and visitors to the community.

### 4.2 Landscape Maintenance

The overall appeal of an area is enhanced when landscaping improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when landscaping is overgrown, unsafe, or destroyed by the elements or vandalism.

#### 4.2.1 IMPROVED AESTHETICS

Street landscaping improvements improve the livability, commercial activity, appearance, and desirability for properties within each applicable Zone. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements within each applicable Zone. According to the Victoria Transport Policy Institute (2011), streetscapes have a significant effect on how people view and interact with their community. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity and attract residents and visitors to the community.

### 4.3 Street Parkway Trees Maintenance

The overall appeal of an area is enhanced when street parkway trees improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when street parkway trees are overgrown, unsafe, or destroyed by the elements or vandalism.

### 4.3.1 IMPROVED AESTHETICS

Much like street landscaping improvements, maintenance of street parkway trees improves the livability, appearance, and desirability for properties within each applicable Zone. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements within each applicable Zone. According to the Urban Forestry Network, trees add beauty to their surroundings by adding color to an area, softening harsh lines of buildings, screening unsightly views, and contributing to the character of their environment. Trees have also proven to contribute to a community's economy and way of life. Trees planted along and around buildings provide a distraction for the eye, softening the background. Trees also contribute eye-catching colors to their surroundings, from the different shades of green found in the leaves, the colors found in flowering trees, and sometimes even the bark of the tree.

## 5. QUANTIFICATION OF GENERAL BENEFIT

---

### 5.1 Introduction

Pursuant to Article XIID, all parcels that receive a special benefit conferred upon them as a result of the improvements shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the improvements. *Division 12 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972*, permits the establishment of assessment districts by local agencies for the purpose of providing certain public improvements necessary or convenient for providing certain public services.

Section 22573 of the Act requires that assessments must be levied according to benefit received rather than according to assessed value. This Section states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."*

Article XIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit. Furthermore, it's required that the City separate the general benefits from special benefits, because only special benefits may be assessed to property owners.

### 5.2 Separation of General Benefit

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 3 of this Report, will only be provided within the boundaries of each Zone. There will be no improvements or maintenance services provided by the District outside of the boundaries of each Zone.

The improvements provide aesthetic benefits to the properties within the various Zones of the District. However, it's recognized that the maintenance of the improvements also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular traffic and pedestrians passing through the various Zones will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify these general benefits.

### 5.3 Masonry Wall Maintenance

One method for determining the general aesthetic benefit conferred by the maintenance of the various neighborhood masonry walls is to compare the estimated time spent by occupants in vehicles and pedestrians traversing the improvements (general) to the estimated time spent by the population of the various Zones in close proximity to the improvements (special). Estimated time for these purposes will be referred to as "population-hours", i.e., number of accumulated hours per day attributed to people in and

around the area of the improvements. For purposes of this calculation, we will assign 24 hours to the estimated number of persons residing within each Zone.

According to the U.S. Census Bureau (2014), the average household size in the City is 2.82 persons. The following shows the number of residential units, the estimated persons, and the total population-hours of each Zone benefitting from masonry wall maintenance:

Zone	Number of Residential Units	Estimated Number of Persons <sup>1</sup>	Population-Hours (Special) <sup>2</sup>
1	74	209	5,008.32
2	133	375	9,001.44
5	223	629	15,092.64
6	80	226	5,414.40
8	17	48	1,150.56
11	8	23	541.44
<b>TOTAL</b>	<b>535</b>	<b>1,510</b>	<b>36,208.80</b>

<sup>1</sup> Number shown is rounded to the nearest whole number.

<sup>2</sup> Estimated Number of Persons multiplied by 24 (hours).

We now need to estimate the population-hours generated by occupants in vehicles passing by the masonry wall improvements throughout the District. Any vehicle using the City’s streets that lie along the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the “general public” benefitting from the improvements and services, and will not be included in the calculation of general benefit. We will use several factors for such calculation, including average daily vehicle trips for the streets passing by the improvements of each Zone, the speed limit of those streets, the length of the improvements, and the estimated number of occupants per vehicle.

According to data from the U.S. Department of Transportation (2011), the weighted average number of occupants per vehicle is 1.674. The following table shows the average number of occupants for each mode of vehicular transportation, the percentage of each mode of vehicular transportation, and the overall weighted average occupancy per vehicle:

Mode	Occupants	Percentage of All Vehicles	Weighted Occupancy
Car	1.59	50.6%	0.804
Van	2.35	7.9%	0.187
Sport Utility	1.92	17.9%	0.344
Pickup	1.49	19.9%	0.296
Other Truck	1.12	0.4%	0.004
Motorcycle	1.18	3.3%	0.039
<b>Weighted Average Vehicle Occupancy</b>			<b>1.674</b>

Using the weighted average vehicle occupancy number determined above, we can estimate the number of vehicle occupants passing by the improvements each day. We then multiply the time it takes to traverse the improvements at the given speed limit by the number of estimated vehicle occupants to derive population-hours for vehicular traffic.

The following table summarizes the calculation of population-hours for vehicle occupants passing by the masonry wall improvements, based upon the methodology and assumptions above:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips <sup>1</sup>	Estimated Vehicle Occupants <sup>2</sup>	Population-Hours (General)
1	Stockton St.	40 MPH	0.231	0.0058	10,052	16,827	97.06
	Almond Dr.	30 MPH	0.065	0.0022	3,170	5,307	11.56
2	Harney Ln.	45 MPH	0.226	0.0050	8,439	14,128	70.87
5	Harney Ln.	45 MPH	0.310	0.0069	5,457	9,136	62.88
	Mills Ave.	30 MPH	0.113	0.0038	2,559	4,284	16.16
6	Harney Ln.	45 MPH	0.081	0.0018	11,115	18,608	33.43
	Cherokee Ln.	45 MPH	0.126	0.0028	3,439	5,757	16.15
8	L. Sac. Rd.	50 MPH	0.047	0.0009	14,575	24,400	22.70
11	Harney Ln.	45 MPH	0.028	0.0006	6,891	11,536	7.16
<b>TOTAL POPULATION-HOURS (VEHICLE OCCUPANTS)</b>							<b>337.97</b>

<sup>1</sup> Data provided by the City; adjusted to remove estimated average daily vehicle trips generated by the parcels within each Zone, based upon data compiled in the ITE Trip Generation Manual (7<sup>th</sup> Edition), so that they are not included in the general benefit calculation.

<sup>2</sup> Number shown is rounded to the nearest whole number.

In addition to vehicular traffic passing by the improvements, we also need to estimate the general benefits conferred to pedestrians that don't reside within the District, but may walk by the improvements. For this purpose, we will consider the estimated population within one-half mile of the various masonry wall improvements who may walk past those improvements on a daily basis.

The Summary of Travel Trends, 2009 National Household Travel Survey (NHTS) prepared by the U.S. Department of Transportation Federal Highway Administration (FHWA, 2011) analyzed the number of person trips by various modes of transportations such as private vehicle, transit, walking or some other means of transportation. According to the Pacific Division data extracted from the 2009 NHTS database, of the annual 181,703 (in millions) total person trips, 21,252 (in millions) or 11.70% of those person trips were made by using walking as their mode of transportation (FHWA, 2011).

In order to determine the estimated total number of persons who are within close proximity to the masonry wall improvements, and would utilize walking as their mode of transportation, we applied the 11.70% of person trips reported from the NHTS Pacific Division study, to the estimated number of persons residing within one-half mile of each Zone boundary.

In order to obtain a better picture of the overall level of general benefit provided by the masonry wall improvements, the pedestrian traffic that utilizes walking as the mode of transportation that may walk by the various improvements, but live outside of the various Zones, must be considered. The 2009 NHTS further details the purposes of the 21,252 (in millions) reported walking trips. Based on the property types within the District, people walking along the improvements would most likely do so for the following reasons: walking to school, day care or religious activity, social or recreational activities, and to shop or run errands.

The following details the number of walking trips, based on the 2009 NHTS study, for each of the activities that are the most likely reasons people outside of each Zone would use the sidewalks along the Zone boundary where the improvements are located:

Trip Purpose	Number of Walking Trips (in millions)
School/Daycare/Religious	872
Shopping/Errands	5,820
Social/Recreational	2,268
Don't know/Other	139
<b>Total</b>	<b>9,099</b>

Of the total number of walking trips reported, 9,099 (in millions), or 42.81%, are for purposes that persons outside of each Zone would utilize the sidewalks along the Zone boundary where the improvements are located. We then need to estimate the accumulated amount of time it would take for these pedestrians to traverse the various improvements walking at a conservative average speed of 2 MPH.

The following table summarizes the calculation of population-hours for pedestrians passing by the masonry wall improvements, based upon the methodology and assumptions above:

Zone	Estimated Residential Units Outside Zone <sup>1</sup>	Estimated Population Outside Zone <sup>2</sup>	Estimated Number of Pedestrians <sup>3</sup>	Estimated Number of Peds. Passing <sup>4</sup>	Length of Imp. (mi)	Time Passing Imp. (hr) <sup>5</sup>	Population-Hours (General)
1	2,845	8,023	939	402	0.296	0.1480	59.47
2	1,984	5,595	655	280	0.226	0.1130	31.67
5	1,287	3,629	425	182	0.423	0.2115	38.45
6	895	2,524	295	126	0.207	0.1035	13.08
8	539	1,520	178	76	0.047	0.0235	1.79
11	720	2,030	238	102	0.028	0.0140	1.42
<b>TOTAL POPULATION-HOURS (PEDESTRIAN)</b>							<b>145.88</b>

- 1 Within one-half mile of Zone.
- 2 2.82 residents per household, per U.S. Census Bureau data. Number shown is rounded to the nearest whole number.
- 3 An estimated 11.70% of population use walking as primary mode of transportation. Number shown is rounded to the nearest whole number.
- 4 An estimated 42.81% of pedestrians may walk by improvements for purposes described above. Number shown is rounded to the nearest whole number.
- 5 Estimated using an average walking speed of 2 MPH.

Summing the total special and general population-hours gives us a total of 36,692.65; therefore, the general benefit to vehicle occupants and pedestrians passing by the masonry wall improvements throughout the District is estimated to be 1.32%  $[(337.97 + 145.88) / 36,692.65]$ .

<b>Masonry Wall General Benefit</b>	<b>1.32%</b>
-------------------------------------	--------------

## 5.4 Landscape Maintenance

In order to estimate the general aesthetic benefit conferred by the maintenance of the various landscaping improvements throughout the District, we will use the same methodology used to determine the general benefits conferred by the maintenance of the masonry wall improvements. The landscaping improvements for Zones 1, 2, 5, 6, 8, and 11 are all along the masonry walls within those Zones, so the population-hours data calculated for the masonry wall improvements will be the same for the landscape maintenance. However, there are four additional Zones for which the landscape maintenance must be considered: Zones 13, 14, 15, and 16.

The following shows the number of residential units, the estimated persons, and the total population-hours for each Zone benefitting from the landscape improvements:

Zone	Number of Residential Units	Estimated Number of Persons <sup>1</sup>	Population-Hours (Special) <sup>2</sup>
1	74	209	5,008.32
2	133	375	9,001.44
5	223	629	15,092.64
6	80	226	5,414.40
8	17	48	1,151.56
11	8	23	541.44
14	17	48	1,150.56
<b>TOTAL</b>	<b>552</b>	<b>1,558</b>	<b>37,360.36</b>

<sup>1</sup> 2.82 persons per household. Number shown is rounded to the nearest whole number.

<sup>2</sup> Estimated Number of Persons multiplied by 24 (hours)

There are also three non-residential Zones that benefit from the landscaping improvements and need to be considered. Due to the commercial nature of these properties, the calculation of population-hours will differ from that of the residential parcels. For these parcels, we will estimate population-hours factoring how long it takes for each vehicle trip generated by the properties within these Zones to traverse the improvements located within each Zone. The following table shows the calculation of population-hours for the non-residential Zones:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips <sup>2</sup>	Estimated Vehicle Occupants <sup>3</sup>	Population-Hours (Special)
13 & 15 <sup>1</sup>	Victor Rd.	45 MPH	0.414	0.0092	1,377	2,306	21.21
16	Kettleman Ln.	35 MPH	0.376	0.0107	559	937	10.05
	L. Sac. Rd.	50 MPH	0.117	0.0023	381	638	1.50
<b>TOTAL POPULATION-HOURS (SPECIAL)</b>							<b>32.76</b>

<sup>1</sup> The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposes of this calculation.

<sup>2</sup> Estimated average daily vehicle trips, based upon data compiled in the ITE Trip Generation Manual (7<sup>th</sup> Edition).

<sup>3</sup> 1.674 persons per vehicle. Number shown is rounded to the nearest whole number.

From this, we have determined that the total population-hours relating to special benefit are 37,393.12:

Category	Population-Hours (Special)
Residential	37,360.36
Non-Residential	32.76
<b>TOTAL</b>	<b>37,393.12</b>

We now need to estimate the population-hours generated by occupants in vehicles passing by the landscape improvements throughout the District. Any vehicle using the City's streets that lie along the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the "general public" benefitting from the improvements and services, and will not be included in the calculation of general benefit. Just like in the previous subsection, we will use several factors for such calculation, including average daily vehicle trips for the streets passing by the improvements of each Zone, the speed limit of those streets, the length of the improvements, and the estimated number of occupants per vehicle.

The following table summarizes the calculation of population-hours for vehicle occupants passing by the landscape improvements, based upon the methodology and assumptions above:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips <sup>3</sup>	Estimated Vehicle Occupants <sup>4</sup>	Population-Hours (General)
1	Stockton St.	40 MPH	0.231	0.0058	10,052	16,827	97.06
	Almond Dr.	30 MPH	0.065	0.0022	3,170	5,307	11.56
2	Harney Ln.	45 MPH	0.226	0.0050	8,439	14,128	70.87
5	Harney Ln.	45 MPH	0.310	0.0069	5,457	9,136	62.88
	Mills Ave.	30 MPH	0.113	0.0038	2,559	4,284	16.16
6	Harney Ln.	45 MPH	0.081	0.0018	11,115	18,608	33.43
	Cherokee Ln.	45 MPH	0.126	0.0028	3,439	5,757	16.15
8	L. Sac. Rd.	50 MPH	0.047	0.0009	14,575	24,400	22.70
11	Harney Ln.	45 MPH	0.028	0.0006	6,891	11,536	7.16
13 & 15 <sup>1</sup>	Victor Rd.	45 MPH	0.414	0.0092	9,423	15,774	145.06
14 <sup>2</sup>	Westgate Dr.	25 MPH	0.157	0.0063	172	289	1.81
16	Kettleman Ln.	35 MPH	0.376	0.0107	28,291	47,361	508.21
	L. Sac. Rd.	50 MPH	0.117	0.0023	19,274	32,266	75.73
<b>TOTAL POPULATION-HOURS (VEHICLE OCCUPANTS)</b>							<b>1,068.78</b>

- <sup>1</sup> The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposes of this calculation.
- <sup>2</sup> Average Daily Trips along Westgate Dr. were estimated, using data compiled in the ITE Trip Generation Manual (7<sup>th</sup> Edition), since data from the City was not available.
- <sup>3</sup> Data provided by the City; adjusted to remove estimated average daily vehicle trips generated by the parcels within each Zone, based upon data compiled in the ITE Trip Generation Manual (7<sup>th</sup> Edition), so that they are not included in the general benefit calculation.
- <sup>4</sup> Number shown is rounded to the nearest whole number.

In addition to vehicular traffic passing by the improvements, we also need to estimate the general benefits conferred to pedestrians that don't reside within the District, but may walk by the improvements. For this purpose, we will consider the estimated population within one-half mile of the various landscape improvements who may walk past those improvements on a daily basis.

Zone	Estimated Residential Units Outside Zone <sup>2</sup>	Estimated Population Outside Zone <sup>3</sup>	Estimated Number of Pedestrians <sup>4</sup>	Estimated Number of Peds. Passing <sup>5</sup>	Length of Imp. (mi)	Time Passing Imp. (hr) <sup>6</sup>	Population -Hours (General)
1	2,845	8,023	939	402	0.296	0.1480	59.47
2	1,984	5,595	655	280	0.226	0.1130	31.67
5	1,287	3,629	425	182	0.423	0.2115	38.45
6	895	2,524	295	126	0.207	0.1035	13.08
8	539	1,520	178	76	0.047	0.0235	1.79
11	720	2,030	238	102	0.028	0.0140	1.42
13 & 15 <sup>1</sup>	329	928	109	46	0.414	0.2070	9.62
14	207	584	68	29	0.157	0.0785	2.30
16	2,152	6,069	710	304	0.493	0.2465	74.93
<b>TOTAL POPULATION-HOURS (PEDESTRIAN)</b>							<b>232.73</b>

- <sup>1</sup> The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposes of this calculation.
- <sup>2</sup> Within one-half mile of Zone.
- <sup>3</sup> 2.82 residents per household, per U.S. Census Bureau data. Number shown is rounded to the nearest whole number.
- <sup>4</sup> An estimated 11.70% of population use walking as primary mode of transportation, as noted in Section 5.3. Number shown is rounded to the nearest whole number.
- <sup>5</sup> An estimated 42.81% of pedestrians may walk by improvements for purposes described in Section 5.3. Number shown is rounded to the nearest whole number.
- <sup>6</sup> Estimated using an average walking speed of 2 MPH.

Summing the special and general population-hours gives us a total of 38,694.63; therefore, the general benefit to vehicle occupants and pedestrians passing by the landscape improvements throughout the District is estimated to be 3.36%  $[(1,068.78 + 232.73) / 38,694.63]$ .

<b>Landscaping General Benefit</b>	<b>3.36%</b>
------------------------------------	--------------

## 5.5 Street Parkway Trees Maintenance

All of the street parkway tree improvements within the various Zones are along what are considered local streets, i.e. streets other than major arterial or collector streets within the City. In other words, these streets are intended to serve only the individual residential neighborhoods in which they are located, and not to be pass-through streets. In addition, according to the City's General Plan (2010), local streets accommodate low volumes of local traffic and provide access to individual parcels. Local streets typically have two travel lanes and allow parking on both sides of the street. Through traffic is permitted on local streets, but high speeds are discouraged.

From a visual inspection of the layout of the various Zones, one must conclude that the purpose of the local streets is exclusively intended for the benefit of the parcels on such streets. There is no local street that provides a direct or efficient means of traveling from one place to another such that one could reasonably expect a driver to purposefully choose the District's local streets as the best route for travel unless necessary because the route either began or ended with a parcel in the District. A route beginning or ending with a parcel within the District does not include the "general public" for purposes of determining general benefit.

However, one can imagine a minimal degree of pass-through traffic even on something such as a cul-de-sac. As expressed by the Appellate Court in *Beutz v. County of Riverside* (2010), "... courts of this state have long recognized that virtually all public improvement projects provide general benefits."

Given the location to the schools, parks, and shopping in the City, there are bound to be drivers that make use of the local streets for no other reason but to turn around or go back from where they came, especially if they are dropping their children off at one of the schools. Additionally, given the nature of the street trees, one could imagine a small degree of “residential tourism” wherein drivers are in fact simply “passing through” to enjoy the beautiful views of the homes, the natural surroundings or visiting friends. A conservative estimate of 0.50% for each scenario would result in the general benefit portion of the improved aesthetic benefits resulting from the maintenance of the street parkway trees on local streets to be 1.00% and the special benefit is estimated to be 99.00%.

<b>Street Parkway Trees General Benefit</b>	<b>1.00%</b>
---	--------------

## 5.6 Collective General Benefit

Since the District is comprised of improved aesthetic benefits resulting from a blend of improvements (masonry walls, landscaping, and street parkway trees), the activity of both pedestrians and vehicles must be addressed in a collective form rather than independently. Therefore, the arithmetic mean of the general benefit percentages has been used to quantify the overall level of general benefit for the District. This general benefit result is provided in the table below:

Masonry Walls General Benefit	1.32%
Landscaping General Benefit	3.36%
Street Parkway Trees General Benefit	1.00%
<b>District General Benefit</b>	<b>1.89%</b>

The general benefit, which is the percentage of the total annual maintenance costs that must be funded through sources other than assessments, is 1.89%. The special benefit, which is the percentage of the total annual maintenance costs that may be funded by assessments, is 98.11%.

## 6. ASSESSMENT METHODOLOGY

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments must be levied according to benefit. This Section states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."*

The 1972 Act also permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec 22574).

The Method of Assessment uses the following components to assign special benefit to each parcel:

- **Benefit Points:** Assignment of points for aesthetic special benefits.
- **Benefit Factor:** Multiplier. This is the Dwelling Unit Equivalent (DUE) value per parcel.
- **Benefit Units:** Sum of a parcel's benefit points multiplied by the parcel's benefit factor. The total amount is the special benefit units assigned to a parcel.

The total costs of maintenance and operation, less the amount of general benefits identified, will be assessed to the parcels within the District based on the benefit units assigned to each parcel.

### 6.1 Benefit Points

The following table shows the Aesthetic Benefit Points to be assigned per DUE for each Zone, based upon the benefits conferred by the maintenance of various Landscape, Masonry Wall, and Street Tree improvements within the District (one point for each of the improvement types):

	Landscape Aesthetic Benefit Points		Masonry Wall Aesthetic Benefit Points		Street Parkway Trees Aesthetic Benefit Points		Aesthetic Benefit Points per DUE
<b>Zone 1</b>	1	+	1	+	1	=	3
<b>Zone 2</b>	1	+	1	+	1	=	3
<b>Zone 3</b>	0	+	0	+	1	=	1
<b>Zone 4</b>	0	+	0	+	1	=	1
<b>Zone 5</b>	1	+	1	+	1	=	3
<b>Zone 6</b>	1	+	1	+	1	=	3
<b>Zone 8</b>	1	+	1	+	1	=	3
<b>Zone 9</b>	0	+	0	+	1	=	1
<b>Zone 11</b>	1	+	1	+	1	=	3
<b>Zone 13</b>	1	+	0	+	0	=	1
<b>Zone 14</b>	1	+	0	+	1	=	2
<b>Zone 15</b>	1	+	0	+	0	=	1
<b>Zone 16</b>	1	+	0	+	0	=	1

## 6.2 Benefit Factor

The basis of determining a parcel’s benefit factor is a weighting formula commonly known as a Dwelling Unit Equivalent (DUE). The developed single-family residential parcel is used as the base-unit for the calculation of the benefit factor and is defined as 1.00 DUE. All other property types are assigned a DUE that reflects their proportional special benefit as compared to the single-family residential parcel.

The following table illustrates how DUEs are assigned to various types of property throughout the District:

PROPERTY TYPE	BENEFIT FACTOR
Single Family Residential	1.000 per Property
Multi-Family Residential (Duplex)	2.000 per Property
Multi-Family Residential (3 or more units)	5.000 per Acre
Commercial or Office	
For the First 7.5 Acres	5.000 per Acre
For the Next 7.5 Acres	2.500 per Acre
For All Acreage Over 15.0 Acres	1.250 per Acre
Industrial	4.000 per Acre

## 6.3 Benefit Units

The following table shows the resulting total Aesthetic Benefit Units within each Zone:

	Aesthetic Benefit Points per DUE		Benefit Factor (DUE)	=	Total Aesthetic Benefit Units
<b>Zone 1</b>	3	x	74.000	=	222.000
<b>Zone 2</b>	3	x	133.000	=	399.000
<b>Zone 3</b>	1	x	39.000	=	39.000
<b>Zone 4</b>	1	x	34.000	=	34.000
<b>Zone 5</b>	3	x	223.000	=	669.000
<b>Zone 6</b>	3	x	80.000	=	240.000
<b>Zone 8</b>	3	x	17.000	=	51.000
<b>Zone 9</b>	1	x	11.000	=	11.000
<b>Zone 11</b>	3	x	8.000	=	24.000
<b>Zone 13</b>	1	x	93.104	=	93.104
<b>Zone 14</b>	2	x	16.000	=	32.000
<b>Zone 15</b>	1	x	36.268	=	36.268
<b>Zone 16</b>	1	x	8.3600	=	8.360
<b>TOTAL DISTRICT-WIDE AESTHETIC BENEFIT UNITS</b>					<b>1,858.732</b>

## 6.4 Assessment Rate Per Benefit Unit

The assessment rate for per Benefit Unit is then calculated as follows:

Total Assessable Annual Costs <sup>1</sup>	/	Total District Wide Aesthetic Benefit Units	=	Assessment Rate per Aesthetic Benefit Unit
---	---	---	---	--

<sup>1</sup> Assessable Annual Costs are maintenance costs minus the amount determined to relate to general benefit that are not assessable.

Since the assessment rate has traditionally been presented as an Assessment Rate per DUE, it is important to convert these Assessment Rates per Benefit Unit into the simpler Assessment Rate per DUE, for comparative purposes. For any parcel within the District, that calculation is as follows:

Assessment Rate per Aesthetic Benefit Unit	x	Benefit Points Assigned to Parcel	=	Assessment Rate per DUE
--	---	---	---	----------------------------

Assessment Rates per DUE for each Zone—based on the FY 20120/21 budget for the District—can be found in Section 7 of this report.

## 6.5 Adjustments to Maximum Assessments

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Article XIID of the Constitution of the State of California defined the definition of “new or increased assessment” to exclude certain conditions. These conditions included “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed.” This definition and conditions were later confirmed through SB919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. At each Zone’s formation, balloting of property owners was required, pursuant to Proposition 218. The property owner ballots included an assessment to be approved, as well as the approval of an assessment range formula. Property owners within the District approved the proposed assessment and the assessment range formula.

The assessment range formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment for the current fiscal year is less than or equal to the maximum assessment (or adjusted maximum assessment), then the proposed annual assessment is not considered an increased assessment. The maximum assessment is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

1. Beginning in the second fiscal year, and each fiscal year thereafter, the maximum assessment will be recalculated annually

2. The new adjusted maximum assessment for the year represents the prior year’s maximum assessment adjusted by the greater of:
  - (a) 5%, or
  - (b) The annual increase in the Consumer Price Index (CPI).

Each year the annual increase in the CPI shall be computed. For Fiscal Year 2020/21, the increase in CPI is the percentage difference between the CPI of December 2019 and the CPI for the previous December, as provided and established by the Bureau of Labor Statistics (FY 2020/21 CPI increase is 2.45%). This percentage difference shall then establish the allowed increase based on CPI. The index used shall be “All urban consumers – San Francisco-Oakland-San Jose, CA” area. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the Council for determining fluctuations in the cost of living.

If CPI is less than 5%, then the allowable adjustment to the maximum assessment is 5%. If CPI is greater than 5%, then the allowable adjustment to the maximum assessment is based on CPI. The maximum assessment is adjusted annually and is calculated independent of the District’s annual budget and proposed annual assessment. Any proposed annual assessment (rate per DUE) less than or equal to this maximum assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

**The following table illustrates how the assessment range formula shall be applied:**

Example	CPI % Increase	5.00% Increase	Max % Increase Without Re-Balloting	Prior Year Max Rate Per DUE	Increase Per DUE	New Max Rate Per DUE
1	5.25%	5.00%	5.25%	\$403.00	\$21.16	\$424.16
2	3.44%	5.00%	5.00%	\$403.00	\$20.15	\$423.15

**For example, if the percentage change in CPI is greater than 5%, as in Example 1, then the percentage adjustment to the maximum assessment will be by CPI. If the percentage change in CPI is less than 5%, as in Example 2, then the percentage adjustment to the maximum assessment will be 5%.**

As previously illustrated, the maximum assessment will be recalculated and adjusted annually. However, the Council may reduce or freeze the maximum assessment at any time by amending the annual engineer’s report.

Although the maximum assessment will normally increase each year, the actual assessments may remain virtually unchanged. The maximum assessment adjustment is designed to establish a reasonable limit on assessments. The maximum assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year do not require an increase, or the increase is less than the adjusted maximum assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted maximum assessment then the assessment is considered an increased assessment. In order to impose an increased assessment, the Council must comply with the provisions of Proposition 218 (Article XIII D Section 4c of the California Constitution). Proposition 218 requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve the proposed assessment increase. If the proposed assessment is approved, then a new maximum assessment is established. If the proposed assessment is not approved, the Council may not levy an assessment greater than the adjusted maximum assessment previously established.

## 7. ESTIMATE OF COSTS

### 7.1 Budget for Fiscal Year 2020/21

NBS has reviewed the budget and discussed with City staff the improvements and maintenance services provided by the assessment revenue. The costs for Fiscal Year 2020/21 are summarized in the following table:

Description	Amount
<b>Annual Maintenance:</b>	
1. Landscape	
Maintenance	\$30,442.00
Contingency	3,044.20
Reserve	0.00
<i>Total Landscape</i>	<i>\$33,486.20</i>
2. Street Parkway Trees	
Maintenance	\$1,000.00
Contingency	100.00
<i>Total Street Parkway Trees</i>	<i>\$1,100.00</i>
3. Masonry Walls	
Repair/Maintenance/Graffiti Removal	\$1,000.00
Contingency	100.00
<i>Total Masonry Walls</i>	<i>\$1,100.00</i>
<b>Total Annual Maintenance:</b>	<b>\$35,686.20</b>
<b>General Benefit Contribution <sup>1</sup>:</b>	<b>(\$674.47)</b>
<b>Total Assessable Maintenance:</b>	<b>\$35,011.73</b>
<b>Incidentals:</b>	
1. Consultant Fees	\$14,500.00
2. City Administrative Fees	1,750.59
3. Publication	1,500.00
4. County Collection Fees	338.39
<b>Total Incidentals:</b>	<b>\$18,088.98</b>
<b>Total Assessable Maintenance &amp; Incidentals:</b>	<b>\$53,100.71</b>
<b>Surplus from Previous Fiscal Year:</b>	<b>(\$18,974.45)</b>
<b>BALANCE TO ASSESSMENT:</b>	<b>\$34,126.26</b>

<sup>1</sup> Information about the General Benefit component can be located in Section 5 of this report.

## 7.2 Assessment Rate Per DUE

Based upon the FY 2020/21 Budget from the previous subsection, and the Method of Assessment for the District, the following table shows the revised FY 2020/21 Maximum Assessment Rate per DUE for each Zone, the FY 2020/21 Actual Assessment Rate per DUE for each Zone, the number of DUE within each Zone, and the Total Annual Assessment for each Zone:

	FY 2020/21 Maximum Assessment/DUE	FY 2020/21 Actual Assessment Rate/DUE	DUE	Total FY 2020/21 Annual Assessment
<b>Zone 1</b>	\$637.81	\$55.08	74.000	\$4,075.92
<b>Zone 2</b>	461.76	55.08	133.000	7,325.64
<b>Zone 3</b>	485.49	18.36	39.000	716.04
<b>Zone 4</b>	553.93	18.36	34.000	624.24
<b>Zone 5</b>	273.05	55.08	223.000	12,282.84
<b>Zone 6</b>	829.49	55.08	80.000	4,406.40
<b>Zone 8</b>	585.60	55.08	17.000	936.36
<b>Zone 9</b>	153.17	18.36	11.000	201.96
<b>Zone 11</b>	185.37	55.08	8.000	440.64
<b>Zone 13</b>	164.23	18.36	93.104	1,709.34
<b>Zone 14</b>	365.05	36.72	16.000	587.52
<b>Zone 15</b>	163.97	18.36	36.268	665.88
<b>Zone 16</b>	66.91	18.36	8.360	153.48
<b>ROUNDING ADJUSTMENT</b>				<b>(\$0.00)</b>
<b>TOTAL ANNUAL ASSESSMENT</b>				<b>\$34,126.26</b>

## 8. ASSESSMENT DIAGRAMS

---

Assessment Diagrams have been submitted to the City Clerk in the format required under the provisions of the Act and are made part of this report.

When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County. OCT 16 2003  
 GARY W. FREEMAN Assessor-Recorder-Co. Clerk  
 By *Christina Monero* Deputy



ASSESSMENT DIAGRAM, ZONE 1  
 ALMONDWOOD ESTATES  
 CITY OF LODI CONSOLIDATED LANDSCAPE  
 MAINTENANCE ASSESSMENT DISTRICT  
 NO. 2003-1 CITY OF LODI,  
 SAN JOAQUIN COUNTY  
 STATE OF CALIFORNIA

BEING THE NORTH EAST PORTION OF SECTION 13  
 T.3 N., R. 5 E., M. D. B. & M.,  
 CITY OF LODI,  
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 20<sup>th</sup>  
 DAY OF August 2003.

*Sam J. Blitt*  
 CITY CLERK OF THE CITY OF LODI



RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 16<sup>th</sup>  
 DAY OF August 2003.

*Edith*  
 SUPERINTENDENT OF STREETS  
 OF THE CITY OF LODI

FILED THIS 16<sup>th</sup> DAY OF October 2003 AT THE HOUR  
 OF 10:00 O'CLOCK A.M. IN BOOK 5 PAGE 1 OF  
 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
 THE COUNTY RECORDER OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Gary W. Freeman by Christina Monero*  
 ASSESSOR-RECORDER-COUNTY CLERK  
 OF SAN JOAQUIN COUNTY, CALIFORNIA

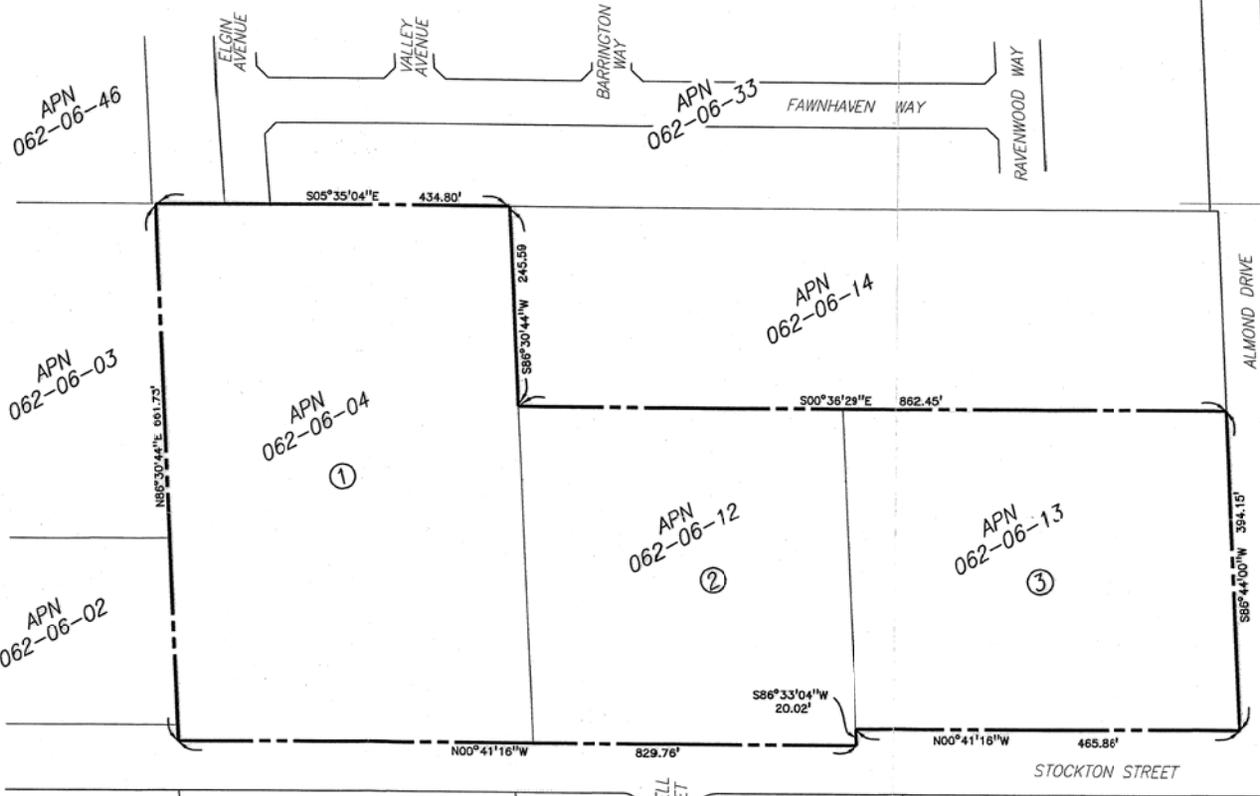
AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,  
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS  
 OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED  
 ON THE 15<sup>th</sup> DAY OF September 2003. THE ASSESSMENT DIAGRAM AND THE  
 ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT  
 OF STREETS OF THE CITY OF LODI ON THE 16<sup>th</sup> DAY OF August 2003.  
 REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE  
 SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT  
 LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

*Sam J. Blitt*  
 CITY CLERK OF THE CITY OF LODI



SHEET 1 OF 1

**THOMPSON-HYSELL ENGINEERS**  
 A DIVISION OF THE KEITH COMPANY, INC.  
 1018 12TH STREET, MODESTO, CA 95354 (209) 521-8988



**LEGEND:**

- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

**ASSESSMENT DIAGRAM INDEX**

BOOK	PAGE	PARCELS
062	060	4, 12, 13

**NOTES:**

1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
3. THIS ASSESSMENT DISTRICT CONTAINS 13.46 ACRES.

DOC # 2003-239328  
 10/16/2003 10:20M Fee:7.00  
 Page 1 of 1  
 Recorded in Official Records  
 County of San Joaquin  
 GARY W. FREEMAN  
 Assessor-Recorder-County Clerk  
 Paid by SHOW ON DOCUMENT

**NOTES:**

- 1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
- 2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
- 3. THIS ASSESSMENT DISTRICT CONTAINS 31.64 ACRES.

**LEGEND:**

- ① ASSESSMENT DISTRICT BOUNDARY LINE
- ② ASSESSMENT DISTRICT PARCEL NUMBER

**ASSESSMENT DIAGRAM INDEX**

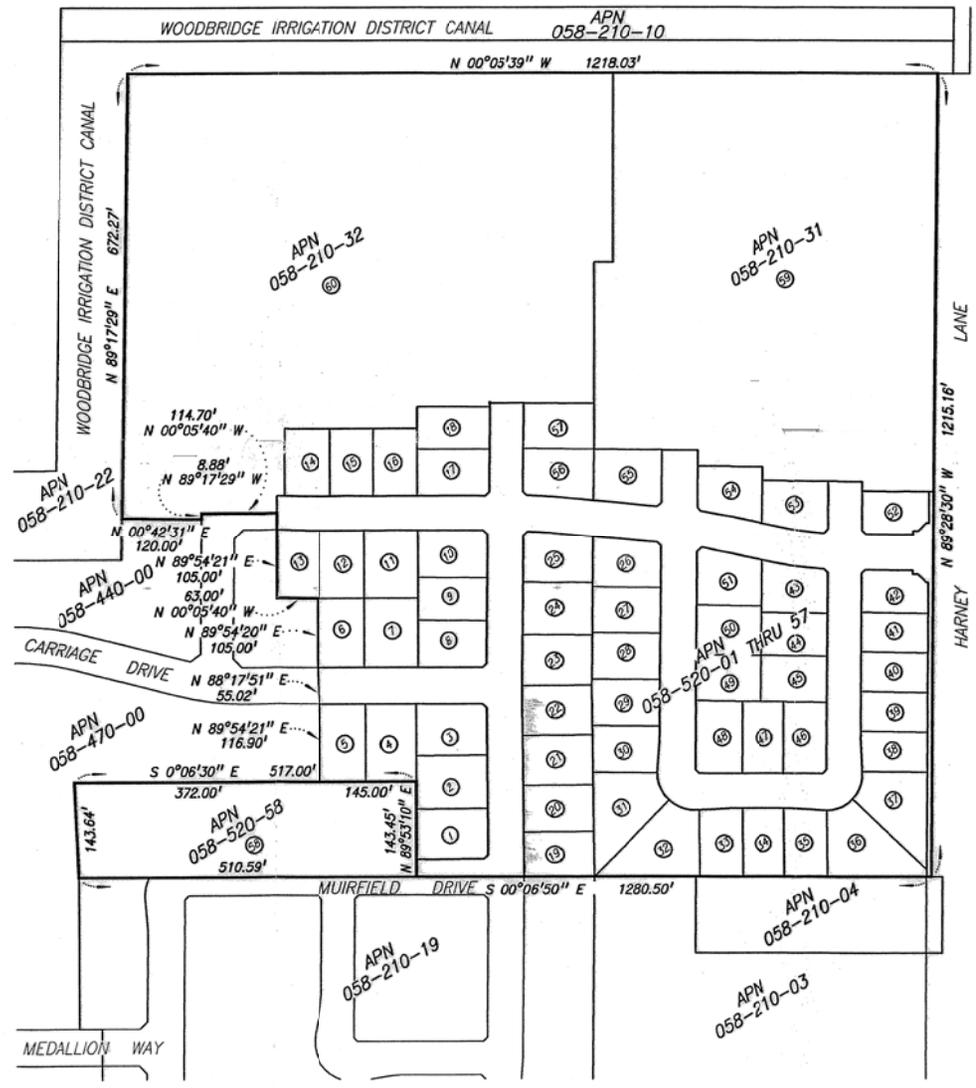
BOOK	PAGE	PARCELS
058	210	31, 32
058	520	1-58

When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County.  
 GARY W. FREEMAN Assessor-Recorder-Co. Clerk  
 By Chaitime Moreno Deputy  
 JAN 22 2004



**ASSESSMENT DIAGRAM  
 CENTURY MEADOWS ONE, ZONE 2  
 CITY OF LODI CONSOLIDATED LANDSCAPE  
 MAINTENANCE ASSESSMENT DISTRICT  
 NO. 2003-1 CITY OF LODI,  
 SAN JOAQUIN COUNTY  
 STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHWEST  
 QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,  
 CITY OF LODI,  
 SAN JOAQUIN COUNTY, CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21<sup>st</sup>  
 DAY OF January 2004.

Susan J. Blacht  
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 21<sup>st</sup>  
 DAY OF January 2004.

Richard C. ...  
 SUPERINTENDENT OF STREETS  
 OF THE CITY OF LODI

FILED THIS 22 DAY OF JANUARY, 2004 AT THE HOUR  
 OF 3:00 O'CLOCK P.M. IN BOOK 5, PAGE 12 OF  
 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Chaitime Moreno  
 ASSESSOR-RECORDER-COUNTY CLERK  
 OF SAN JOAQUIN COUNTY, CALIFORNIA



AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,  
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS  
 OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED  
 ON THE 21 DAY OF JANUARY, 2004. THE ASSESSMENT DIAGRAM AND THE  
 ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT  
 OF STREETS OF THE CITY ON THE 21 DAY OF JANUARY, 2004.  
 REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE  
 SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT  
 LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

DOC # 2004-013613  
 01/22/2004 03:20P Fee:7.00  
 Page 1 of 1  
 Recorded in Official Records  
 County of San Joaquin  
 GARY W. FREEMAN  
 Assessor-Recorder-County Clerk  
 Paid by SIGNER ON DOCUMENT



Susan J. Blacht  
 CITY CLERK OF THE CITY OF LODI

**THOMPSON-HYSELL  
 ENGINEERS**  
 A DIVISION OF THE KISTEN COMPANIES, INC.  
 1519 12TH STREET, MODESTO, CA 95354 (209) 521-8288

CITY CLERK  
CITY OF LODI

When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County. DEC - 9 2003  
GARY W. FREEMAN Assessor-Recorder-Co. Clerk  
By Christina Moreno Deputy



PROPOSED AMENDED BOUNDARIES  
(CENTURY MEADOWS ONE, ZONE 2 ANNEXATION)  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST  
QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

**THOMPSON-HYSELL ENGINEERS**  
1016 12TH STREET MODESTO, CALIFORNIA  
NOVEMBER, 2004

DOC # 2003-281218  
12/09/2003 09:47A Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-County Clerk  
Paid by SIGNER ON DOCUMENT



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 3 DAY  
OF December, 2004.

Susan V. Blodgett  
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 9 DAY OF December, 2004, AT THE HOUR  
OF 11:00 O'CLOCK A.M. IN BOOK 18 PAGE 9 OF  
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Moreno  
COUNTY RECORDER  
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES  
OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO.  
2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED  
BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING  
THEREOF, HELD ON THE 3 DAY OF December, 2004, BY  
ITS RESOLUTION NO. 2008-227

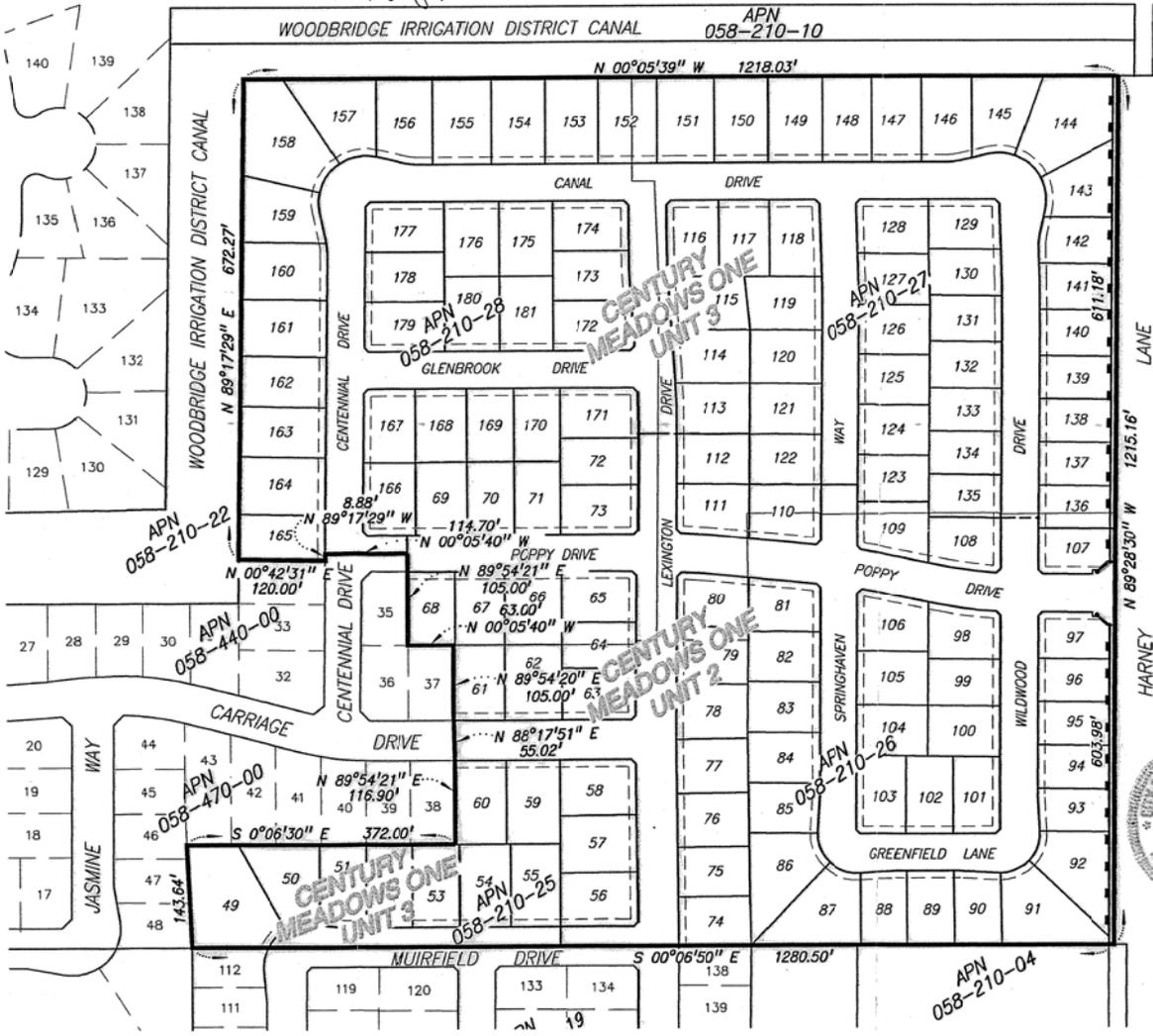
Susan V. Blodgett  
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,  
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED  
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS,  
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF  
SAN JOAQUIN, STATE OF CALIFORNIA.



LEGEND:

————— OVERALL DISTRICT BOUNDARY LINE





PROPOSED AMENDED BOUNDARIES  
(MILLSBRIDGE II, ZONE 3 ANNEXATION)  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST  
QUARTER OF SECTION 11, T.3N., R.6E., M.D.B.&M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

**THOMPSON-HYSELL ENGINEERS**  
1016 12th STREET MODESTO, CALIFORNIA  
MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17<sup>th</sup> DAY  
OF MARCH, 2004.



*Susan J. Blachut*  
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 19 DAY OF March 2004 AT THE HOUR  
OF 8:20 O'CLOCK A.M. IN BOOK 5, PAGE 10 OF  
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

**GARY W. FREEMAN** by *Christina Moreno*  
COUNTY RECORDER  
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED  
BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN  
COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE  
CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE  
DAY OF MARCH 17, 2004, BY ITS RESOLUTION NO. 2004-49

*Susan J. Blachut*  
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,  
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED  
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS  
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF  
SAN JOAQUIN, STATE OF CALIFORNIA.

DOC # 2004-056433

03/19/2004 02:28P Fee: 7.00

Page 1 of 1

Recorded in Official Records  
County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk

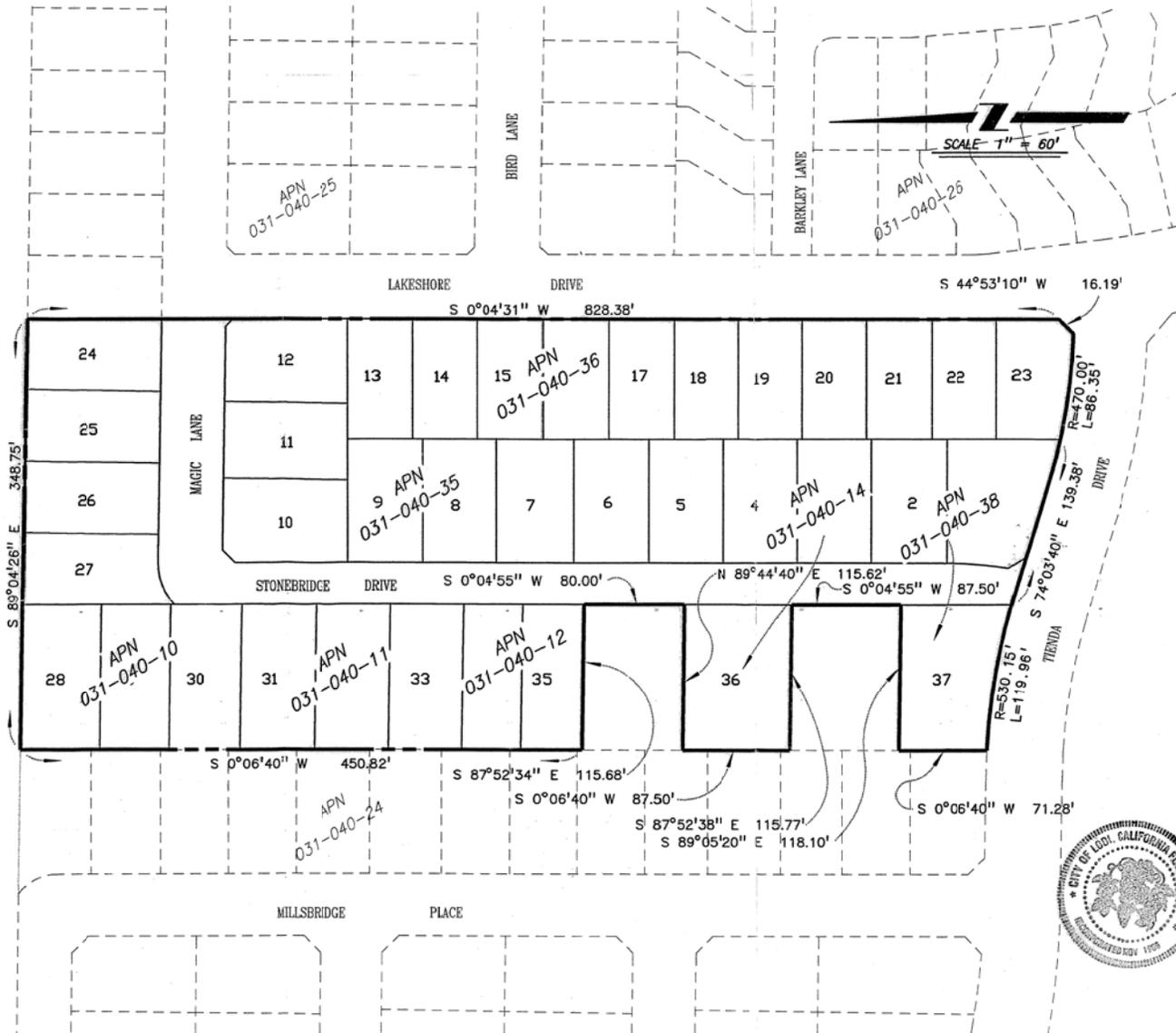
Filed by SHWIN ON DOCUMENT



**LEGEND:**

OVERALL DISTRICT BOUNDARY LINE

WOODBRIDGE IRRIGATION DISTRICT CANAL



When embossed, and printed in purple ink, this is certified to  
be a true copy of records of San Joaquin County



PROPOSED AMENDED BOUNDARIES  
 (ALMOND NORTH, ZONE 4 ANNEXATION)  
 CITY OF LODI CONSOLIDATED LANDSCAPE  
 MAINTENANCE ASSESSMENT DISTRICT  
 NO. 2003-1 CITY OF LODI,  
 SAN JOAQUIN COUNTY  
 STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST  
 QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,  
 CITY OF LODI,  
 SAN JOAQUIN COUNTY, CALIFORNIA

**THOMPSON-HYSELL ENGINEERS**

1016 12th STREET MODESTO, CALIFORNIA  
 MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17<sup>TH</sup> DAY  
 OF MARCH, 2004.

*Shirley B. Blight*  
 CITY CLERK OF THE CITY OF LODI



RECORDED THIS 19 DAY OF March, 2004 AT THE HOUR  
 OF 2:30 O'CLOCK P.M. IN BOOK 5, PAGE 50 OF  
 MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Gary U. Freeman by Christine Moreno*  
 COUNTY RECORDER  
 OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED  
 BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE  
 ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN  
 COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE  
 CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE  
 DAY OF MARCH 17, 2004, BY ITS RESOLUTION NO. 2004-49

*Shirley B. Blight*  
 CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI  
 CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,  
 CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED  
 AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS  
 AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF  
 SAN JOAQUIN, STATE OF CALIFORNIA.

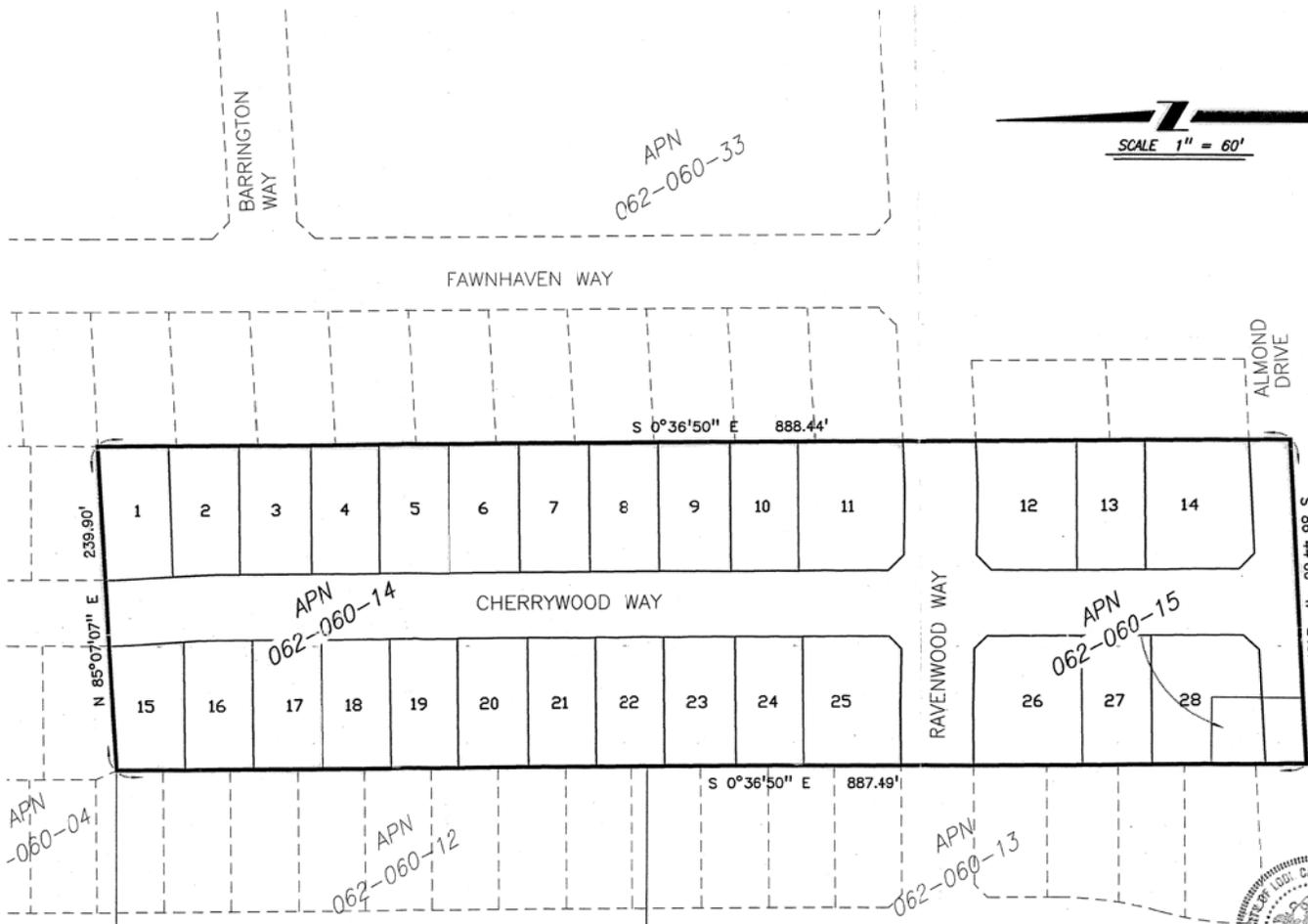
DOC # 2004-056434

03/19/2004 02:28p Fee:7.00  
 Page 1 of 1  
 Recorded in Official Records  
 County of San Joaquin  
 GARY U. FREEMAN  
 Assessor-Recorder-County Clerk  
 Paid by SHOUR ON DOCUMENT



**LEGEND:**

OVERALL DISTRICT BOUNDARY LINE



I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.

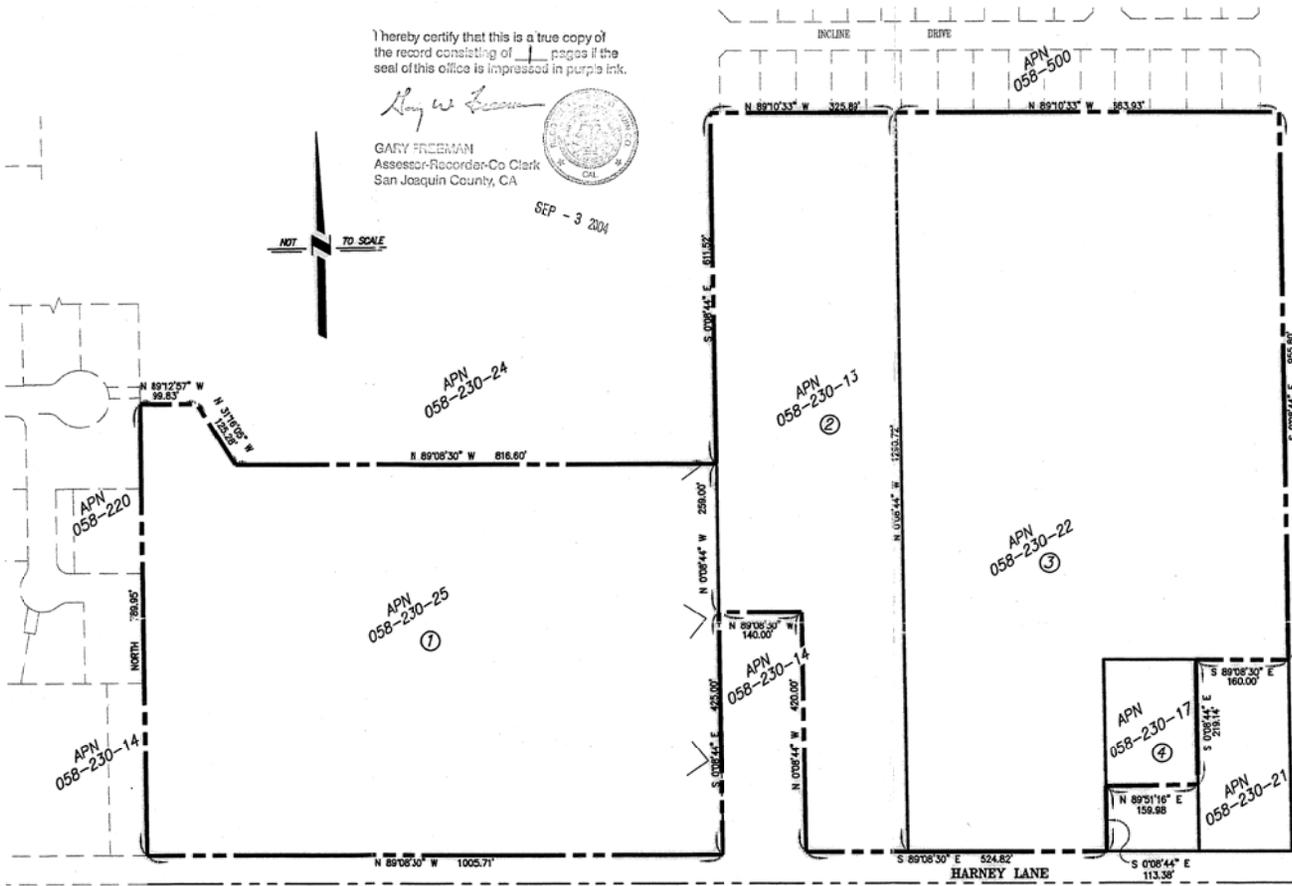
*Gary W. Freeman*

GARY FREEMAN  
Assessor-Recorder-Co Clerk  
San Joaquin County, CA



SEP - 3 2004

NOT TO SCALE



ASSESSMENT DIAGRAM, ZONE 5  
LEGACY ESTATES I & II, AND KIRST ESTATES  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING THE SOUTHEAST PORTION OF SECTION 15  
T.3 N., R. 6 E., M. D. B. & M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 1<sup>st</sup>  
DAY OF September 2004.

*Susan J. Bluchit*  
CITY CLERK OF THE CITY OF LODI



RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 2<sup>nd</sup>  
DAY OF September 2004.

*Richard Crain*  
SUPERINTENDENT OF STREETS  
OF THE CITY OF LODI

FILED THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2004 AT THE HOUR  
OF 4:30 O'CLOCK P. M. IN BOOK 5, PAGE 33 OF  
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Gary W. Freeman by Jeanette Davis*  
ASSESSOR-RECORDER-COUNTY CLERK  
OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,  
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS  
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED  
ON THE 1<sup>st</sup> DAY OF September 2004. THE ASSESSMENT DIAGRAM AND THE  
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT  
OF STREETS OF THE CITY ON THE 2<sup>nd</sup> DAY OF September 2004.  
REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE  
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT  
LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

*Susan J. Bluchit*  
CITY CLERK OF THE CITY OF LODI

DOC # 2004-200733  
09/03/2004 02:38P Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-County Clerk  
Paid by INDIVIDUAL ON DOCUMENT



- NOTES:**
1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
  2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
  3. THIS ASSESSMENT DISTRICT CONTAINS 42.80 ACRES.

**LEGEND:**

- ① ——— ASSESSMENT DISTRICT BOUNDARY LINE
- ② ——— ASSESSMENT DISTRICT PARCEL NUMBER

**ASSESSMENT DIAGRAM INDEX**

BOOK	PAGE	PARCELS
058	230	13, 17 (PORTION), 22, 25



SHEET 1 OF 1

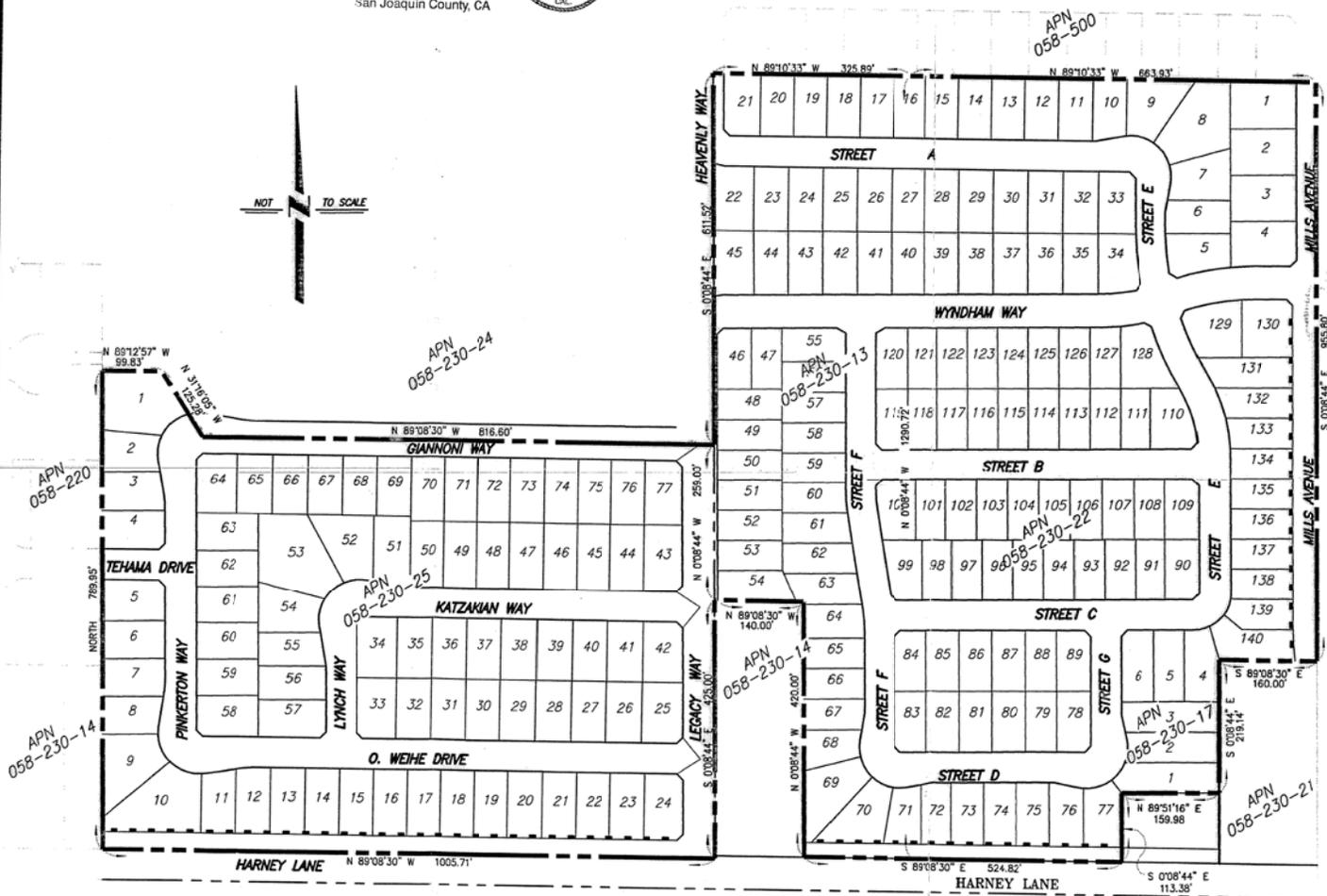
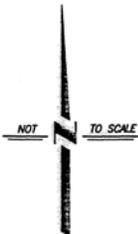
**THOMPSON-HYSELL ENGINEERS**  
A DIVISION OF THE KIMM COMPANY, INC.  
1016 12TH STREET, MCKEESVILLE, OH 43054 (609) 521-8800

C:\p2003\2004\09\03\2004-200733.dwg, Layer: 0, 6/13/2004 2:38:38 PM, 14, Freeman

I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.

*Gary W. Freeman*  
JUL 14 2004

GARY FREEMAN  
Assessor-Recorder-Cc Clerk  
San Joaquin County, CA



DOC # 2004-155561  
07/14/2004 12:01P Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-County Clerk  
Paid by INDIVIDUAL OR DOCUMENT



**LEGEND:**  
----- OVERALL DISTRICT BOUNDARY LINE

**PROPOSED AMENDED BOUNDARIES  
(LEGACY ESTATES 1&II AND KIRST ESTATES,  
ZONE 5 ANNEXATION)  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHEAST  
QUARTER OF SECTION 15, T.3N., R.6E., M.D.B.&M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

**THOMPSON-HYSELL ENGINEERS**  
1016 12th STREET MODESTO, CALIFORNIA  
JUNE, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 7 DAY  
OF JULY 2004.

*Susan X. Black*  
CITY CLERK OF THE CITY OF LODI



RECORDED THIS 14 DAY OF JULY 2004 AT THE HOUR  
OF 12:00 P.M. IN BOOK 8 PAGE 216 OF  
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

*Gary W. Freeman by Christy Monero*  
COUNTY RECORDER  
OF SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF  
LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,  
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED BY THE CITY  
COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE  
DAY OF July 7, 2004, BY ITS RESOLUTION NO. 2004-136

*Susan X. Black*  
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,  
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED  
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS  
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF  
SAN JOAQUIN, STATE OF CALIFORNIA.



PROPOSED AMENDED BOUNDARIES  
 (THE VILLAS, ZONE 6 ANNEXATION)  
 CITY OF LODI CONSOLIDATED LANDSCAPE  
 MAINTENANCE ASSESSMENT DISTRICT  
 NO. 2003-1 CITY OF LODI,  
 SAN JOAQUIN COUNTY  
 STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHEAST  
 QUARTER OF SECTION 13, T.3N., R.6E., M.D.B.&M.,  
 CITY OF LODI,  
 SAN JOAQUIN COUNTY, CALIFORNIA

**THOMPSON-HYSELL ENGINEERS**  
 1016 12th STREET MODESTO, CALIFORNIA  
 JUNE, 2004

NOT TO SCALE

PROJECT SUMMARY

THE VILLAS 80 duet's

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 7 DAY  
 OF July, 2004.

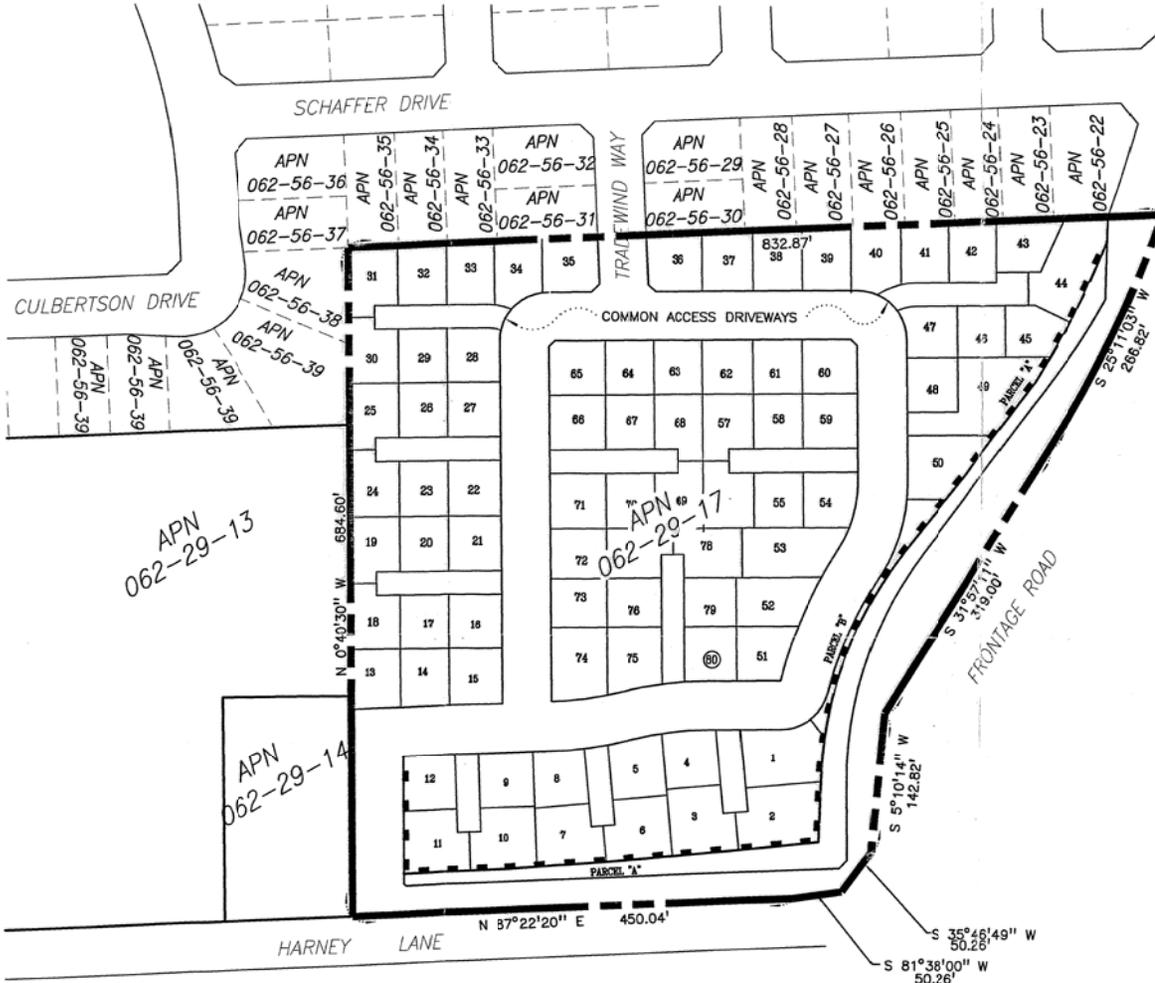
RECORDED THIS 14 DAY OF July, 2004 AT THE HOUR  
 OF 12:00 O'CLOCK P.M. IN BOOK 2-3 PAGE 27 OF  
 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by *Gary W. Freeman*  
 COUNTY RECORDER  
 OF SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED  
 BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE  
 ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN  
 COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE  
 CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE  
 DAY OF July 7, 2004, BY ITS RESOLUTION NO. 2004-136

*Steve J. Bladt*  
 CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI  
 CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,  
 CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED  
 AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS  
 AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF  
 SAN JOAQUIN, STATE OF CALIFORNIA.



APN  
 058-13

I hereby certify that this is a true copy of  
 the record consisting of 1 pages if the  
 seal of this office is impressed in purple ink.

*Gary W. Freeman*  
 JUL 14 2004  
 GARY FREEMAN  
 Assessor-Recorder-Co Clerk  
 San Joaquin County, CA



DOC # 2004-155562

07/14/2004 12:01P Fee: 7.00  
 Page 1 of 1  
 Recorded in Official Records  
 County of San Joaquin  
 Gary W. Freeman  
 Assessor-Recorder-County Clerk  
 Paid by INDIVIDUAL, ON DOCUMENT



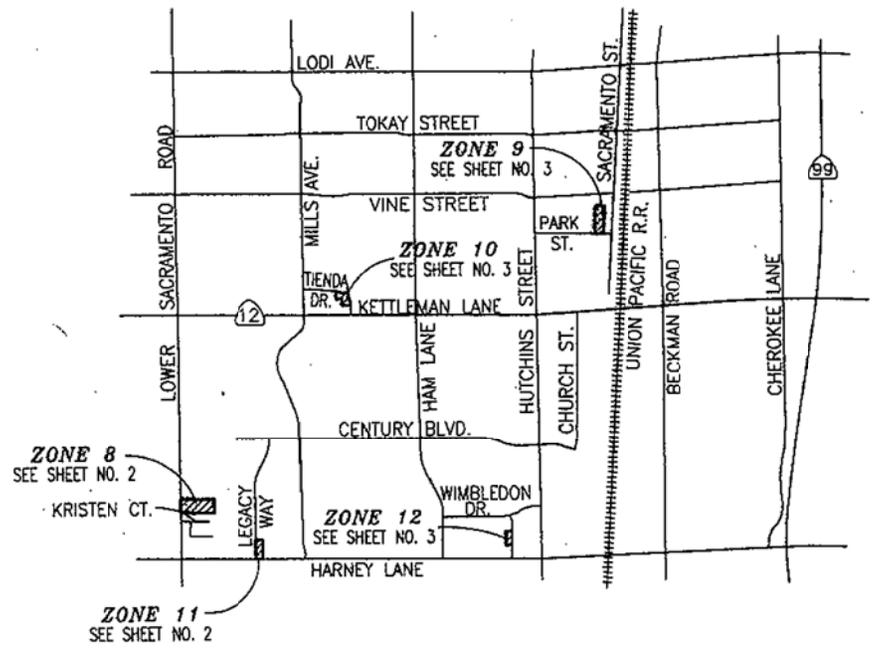
LEGEND:

--- OVERALL DISTRICT BOUNDARY LINE

507

5-78

**AMENDED ASSESSMENT DIAGRAM**  
**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONES 8-12**  
**CITY OF LODI**  
**SAN JOAQUIN**  
**STATE OF CALIFORNIA**



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 15  
 DAY OF November, 2005

*Susan J. Blacht*  
 CITY CLERK  
 CITY OF LODI  
 SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 6<sup>TH</sup> DAY OF OCTOBER, 2005, BY ITS RESOLUTION NO. 2005-216

*Susan J. Blacht*  
 CITY CLERK  
 CITY OF LODI  
 SAN JOAQUIN COUNTY, CALIFORNIA

THIS AMENDED ASSESSMENT DIAGRAM WAS ORIGINALLY RECORDED ON OCTOBER 6th 2005, IN BOOK 5, PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

FILED THIS 29 DAY OF Nov, 2005 AT THE HOUR OF 10:50 O'CLOCK A.M. IN BOOK 5 AT PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

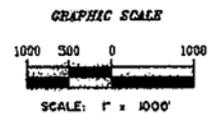
*Mary W. Sherman by Patricia Cameron*  
 DEPUTY  
 COUNTY RECORDER  
 COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

**LEGEND**

— ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY

DOC # 2005-297277  
 11/29/2005 10:58 AM  
 Page 1 of 2  
 Recorded in Official Records  
 County of San Joaquin  
 Cary U. Frieson  
 Recorder-Recorder-County Clerk  
 Paid by check on document



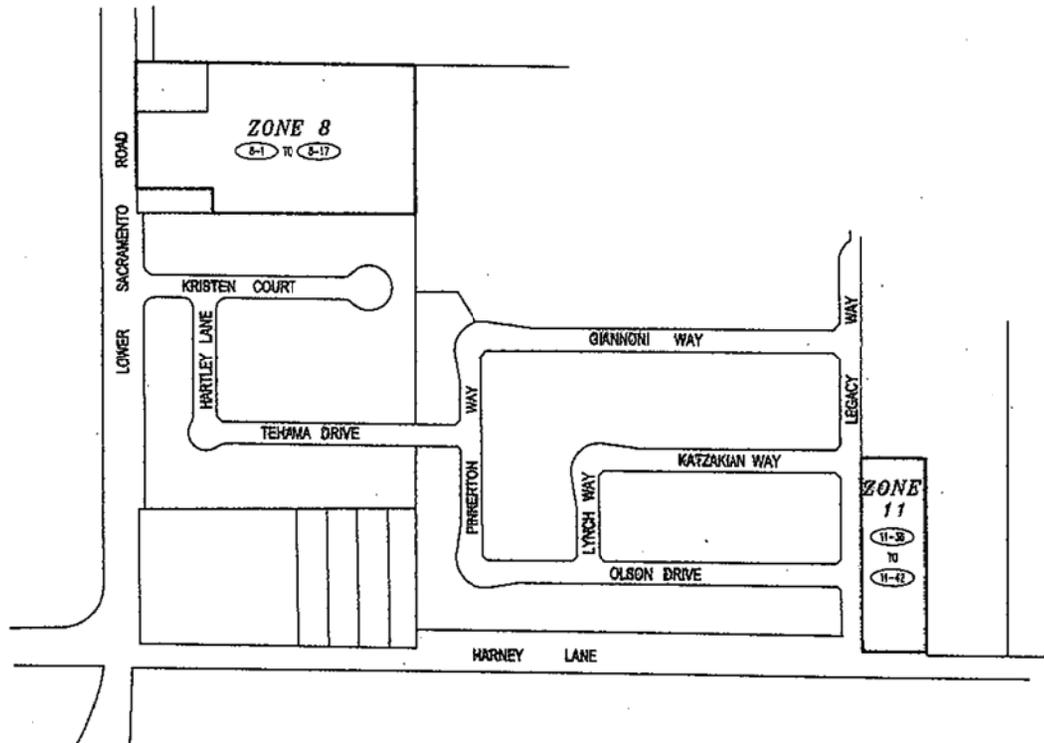
N | B | S

32505 Highway 79 South, Suite 100  
 Temecula, CA 92592  
 Local Government Solutions

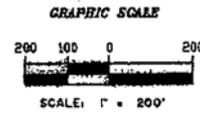
5-78

5-78A

**AMENDED ASSESSMENT DIAGRAM**  
**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONES 8-12**  
**CITY OF LODI**  
**COUNTY OF SAN JOAQUIN**  
**STATE OF CALIFORNIA**



ASSESSMENT ID		
Zone	Assessment Number	APN
8	8-1	POR OF 058-230-03
8	8-2	POR OF 058-230-03
8	8-3	POR OF 058-230-03
8	8-4	POR OF 058-230-03
8	8-5	POR OF 058-230-03
8	8-6	POR OF 058-230-03
8	8-7	POR OF 058-230-03
8	8-8	POR OF 058-230-03
8	8-9	POR OF 058-230-03
8	8-10	POR OF 058-230-03
8	8-11	POR OF 058-230-03
8	8-12	POR OF 058-230-03
8	8-13	POR OF 058-230-03
8	8-14	POR OF 058-230-03
8	8-15	POR OF 058-230-03
8	8-16	POR OF 058-230-03
8	8-17	POR OF 058-230-03
11	11-35	POR OF 058-230-14
11	11-37	POR OF 058-230-14
11	11-38	POR OF 058-230-14
11	11-39	POR OF 058-230-14
11	11-40	POR OF 058-230-14
11	11-41	POR OF 058-230-14
11	11-42	POR OF 058-230-14



**N | B | S**

32605 Highway 79 South, Suite 100  
 Fremont, CA 92592

Local Government Solutions

**LEGEND**

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER

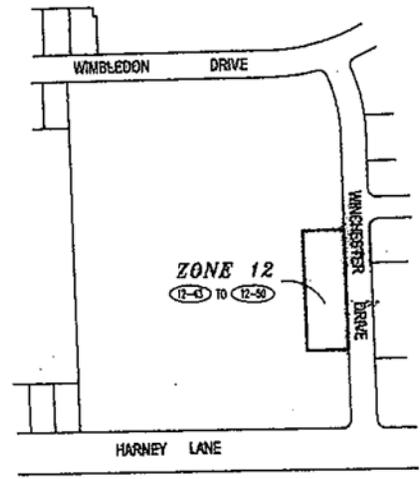
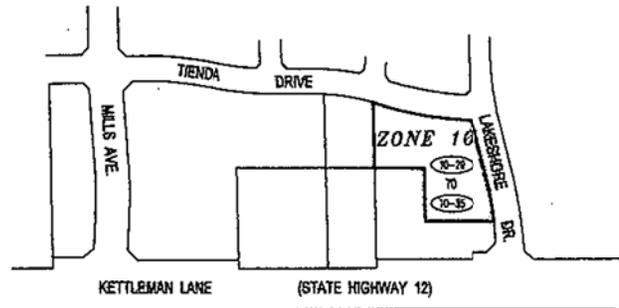
5-78A

# AMENDED ASSESSMENT DIAGRAM

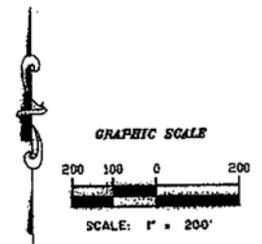
## LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1

### ZONES 8-12

CITY OF LODI  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA



ASSESSMENT ID		
Zona	Assessment Number	APN
9	9-16	FOR OF 043-250-07
9	9-19	FOR OF 043-250-07
9	9-20	FOR OF 043-250-07
9	9-21	FOR OF 043-250-07
9	9-22	FOR OF 043-250-07
9	9-23	FOR OF 043-250-07
9	9-24	FOR OF 043-250-07
9	9-25	FOR OF 043-250-07
9	9-28	FOR OF 043-250-07
9	9-29	FOR OF 043-250-07
9	9-30	FOR OF 043-250-07
10	10-29	FOR OF 051-240-42
10	10-30	FOR OF 051-240-42
10	10-31	FOR OF 051-240-42
10	10-32	FOR OF 051-240-42
10	10-33	FOR OF 051-240-42
10	10-34	FOR OF 051-240-42
10	10-35	FOR OF 051-240-42
12	12-40	FOR OF 050-230-28
12	12-41	FOR OF 050-230-28
12	12-42	FOR OF 050-230-28
12	12-43	FOR OF 050-230-28
12	12-44	FOR OF 050-230-28
12	12-45	FOR OF 050-230-28
12	12-46	FOR OF 050-230-28
12	12-47	FOR OF 050-230-28
12	12-48	FOR OF 050-230-28
12	12-49	FOR OF 050-230-28
12	12-50	FOR OF 050-230-28

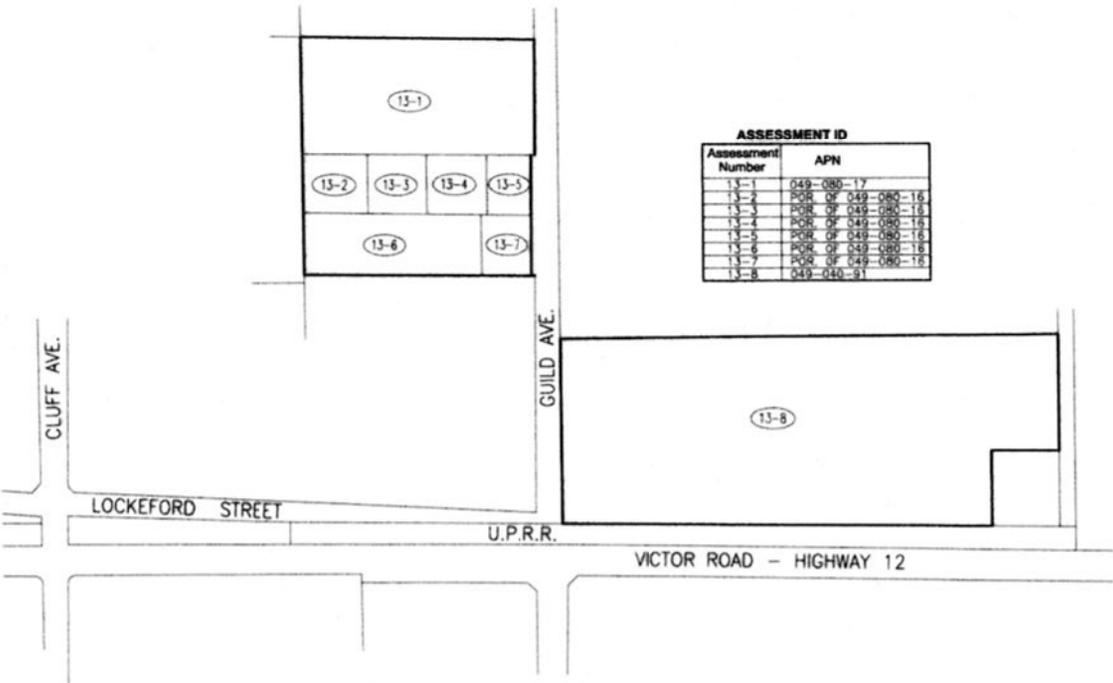


- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
  - PARCEL LINES
  - ASSESSMENT NUMBER

**NBS**  
32805 Highway 79 South, Suite 100  
Temecula, CA 92592  
Local Government Solutions

5-161

**ASSESSMENT DIAGRAM**  
**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 13 - GUILD AVENUE INDUSTRIAL**  
**CITY OF LODI**  
**SAN JOAQUIN**  
**STATE OF CALIFORNIA**



**ASSESSMENT ID**

Assessment Number	APN
13-1	049-080-17
13-2	POR. OF 049-080-16
13-3	POR. OF 049-080-16
13-4	POR. OF 049-080-16
13-5	POR. OF 049-080-16
13-6	049-040-01
13-7	049-040-01
13-8	049-040-01

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21<sup>st</sup> DAY OF February, 2007.

*Carolina Torres Deputy*  
 CITY CLERK  
 CITY OF LODI  
 SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 4<sup>th</sup> DAY OF April, 2007, BY ITS RESOLUTION NO. 8027-AD.

*Carolina Torres Deputy*  
 CITY CLERK  
 CITY OF LODI  
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 2 DAY OF MAY, 2007, AT THE HOUR OF 1:41 O'CLOCK P.M. IN BOOK 5 AT PAGE 161 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Gary W. Freeman by Chavotina Moreno*  
 DEPUTY  
 COUNTY RECORDER  
 COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

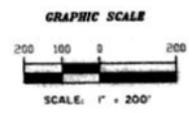
Doc # 2007-084388  
 5/2/07 1:41 PM  
 Page 1 of 1 Fee \$7.00  
 Gary W. Freeman  
 San Joaquin County Recorder  
 Paid By: LHMUN ON DOCUMENT

**LEGEND**

— ANNEXATION BOUNDARY

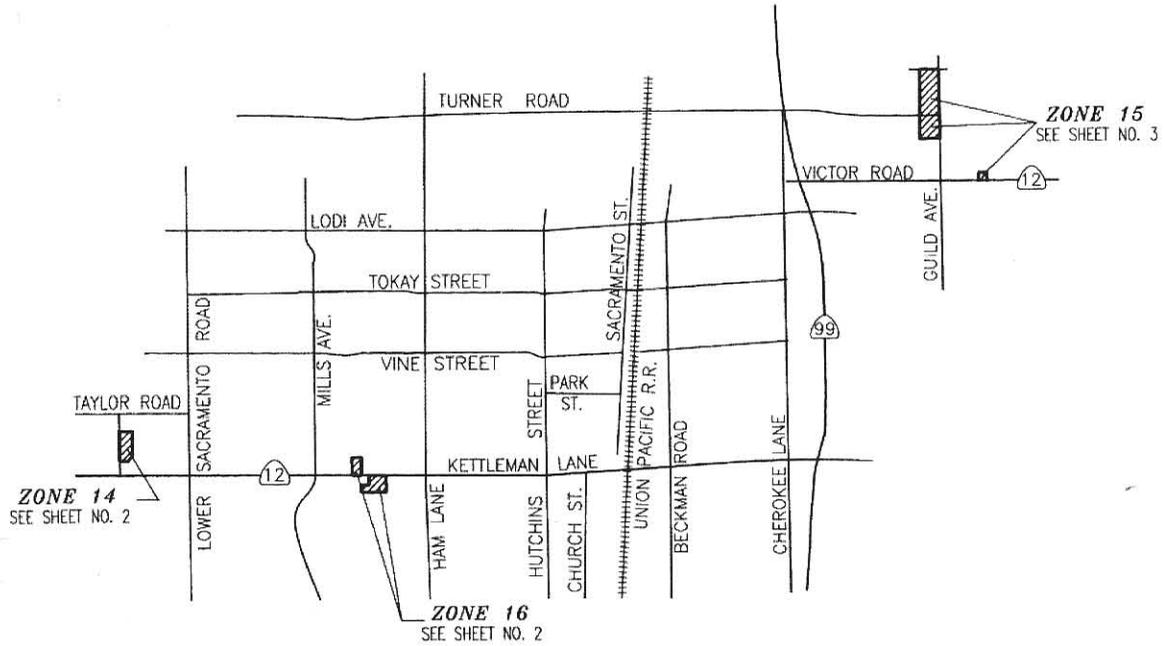
— PARCEL LINES

13-6 ASSESSMENT NUMBER



5-161

**ASSESSMENT DIAGRAM**  
**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONES 14, 15 & 16**  
**CITY OF LODI**  
**SAN JOAQUIN**  
**STATE OF CALIFORNIA**



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21<sup>ST</sup> DAY OF May, 2008.

*[Signature]*  
 CITY CLERK  
 CITY OF LODI  
 SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 21<sup>ST</sup> DAY OF May, 2008, BY ITS RESOLUTION NO. 4008-93.

*[Signature]*  
 CITY CLERK  
 CITY OF LODI  
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 13<sup>TH</sup> DAY OF JUNE, 2008, AT THE HOUR OF 9:37 O'CLOCK A.M. IN BOOK 5 AT PAGE 105 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*[Signature]*  
 DEPUTY COUNTY RECORDER  
 COUNTY OF SAN JOAQUIN  
*Jeanette A. Davis*

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

**LEGEND**

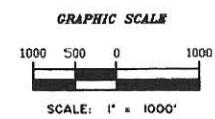
———— ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY

**NBS**

32605 Temecula Parkway, Suite 100  
 Temecula, CA 92592

Local Government Solutions

Doc #: 2008-097806  
 Fri Jun 13 09:37:40 PDT 2008 9:37 AM  
 Page: 1 of 3 Fee: \$14.00  
 Gary U. Freeman  
 San Joaquin County Recorder  
 Paid By: Submit on Document

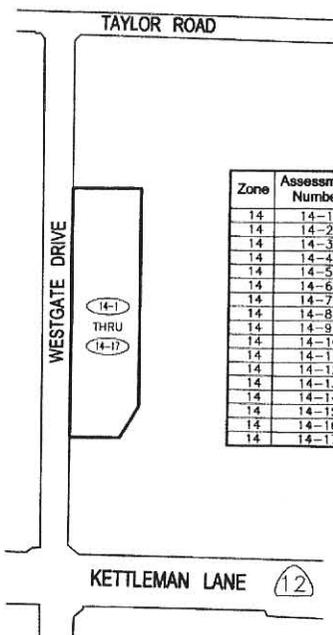


# ASSESSMENT DIAGRAM

## LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1

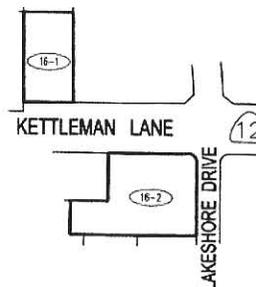
### ZONES 14, 15 & 16

CITY OF LODI  
 COUNTY OF SAN JOAQUIN  
 STATE OF CALIFORNIA



ZONE 14  
 LUCA PLACE

Zone	Assessment Number	APN
14	14-1	027-420-09
14	14-2	027-420-09
14	14-3	027-420-09
14	14-4	027-420-09
14	14-5	027-420-09
14	14-6	027-420-09
14	14-7	027-420-09
14	14-8	027-420-09
14	14-9	027-420-09
14	14-10	027-420-09
14	14-11	027-420-09
14	14-12	027-420-09
14	14-13	027-420-09
14	14-14	027-420-09
14	14-15	027-420-09
14	14-16	027-420-09
14	14-17	027-420-09

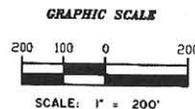


ZONE 16  
 WEST KETTLEMAN LANE COMMERCIAL

ASSESSMENT ID		
Zone	Assessment Number	APN
16	16-1	031-330-10
16	16-2	058-160-86

**N | B | S**

32605 Temecula Parkway, Suite 100  
 Temecula, CA 92592  
 Local Government Solutions

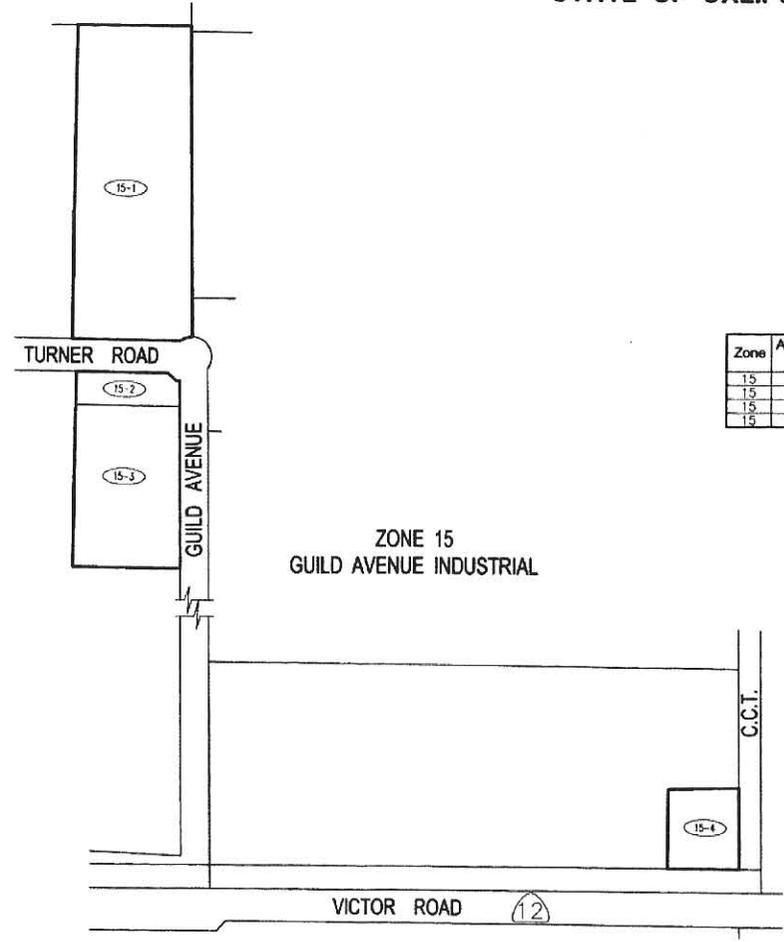


**LEGEND**

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER

# ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONES 14, 15 & 16

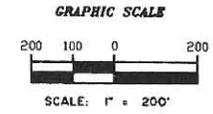
CITY OF LODI  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA



**ASSESSMENT ID**

Zone	Assessment Number	APN
15	15-1	049-330-04
15	15-2	049-330-10
15	15-3	049-330-11
15	15-4	049-340-38

ZONE 15  
GUILD AVENUE INDUSTRIAL



- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
  - PARCEL LINES
  - (15-1) ASSESSMENT NUMBER

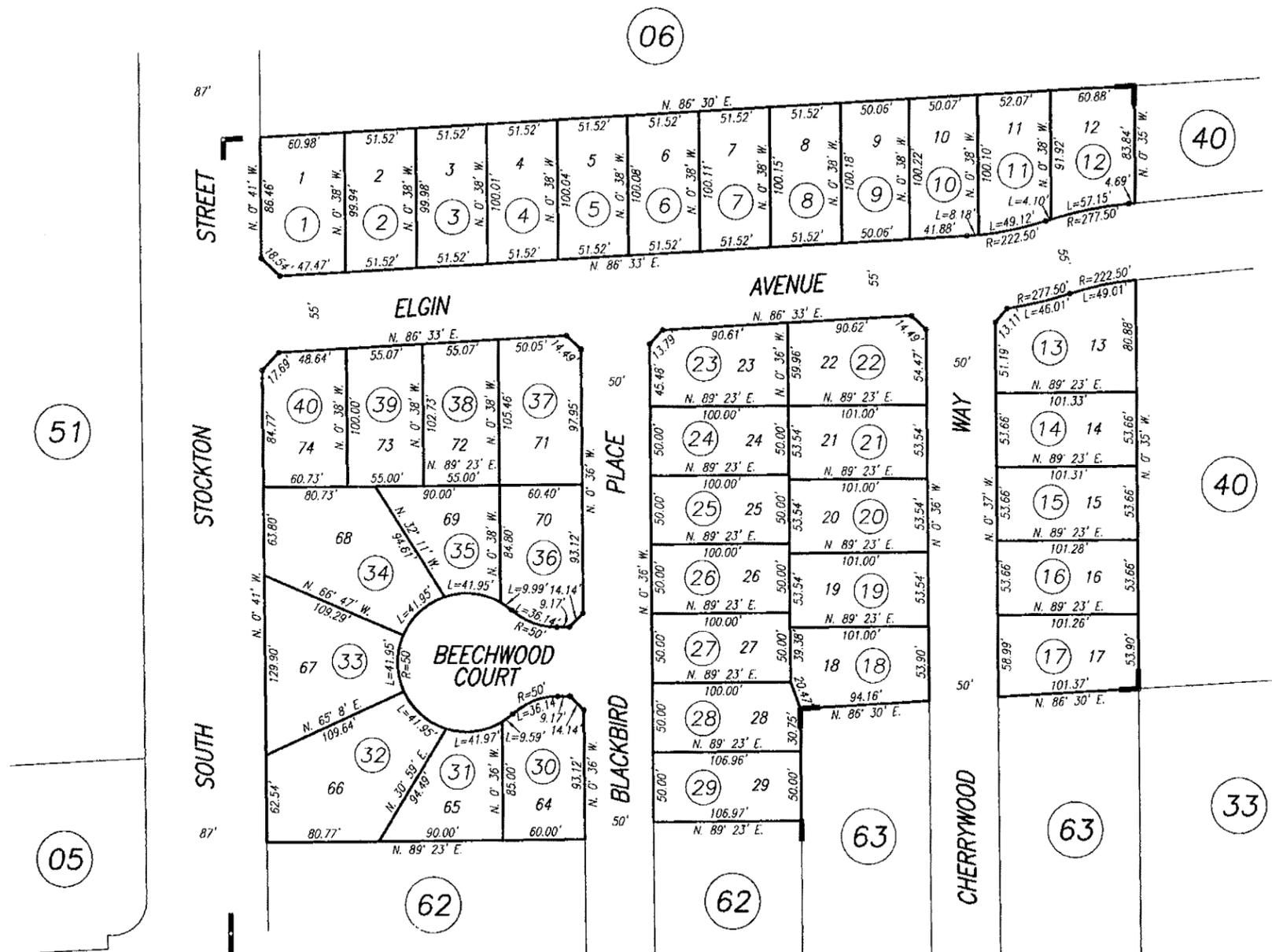
**NBS**  
 32805 Temecula Parkway, Suite 100  
 Temecula, CA 92592  
 Local Government Solutions

POR. ALMONDWOOD ESTATES

THIS MAP IS FOR ASSESSMENT USE ONLY

062-61

Zone 1



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
04-05	40		

CITY OF LODI  
 Assessor's Map Bk.062 Pg.61  
 County of San Joaquin, Calif.

04-05

NOTE: Assessor's Parcel Numbers Shown in Circles.  
 Assessor's Block Numbers Shown in Ellipses.

38-58

TRACT NO. 3273  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
ALMONDWOOD ESTATES  
BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON  
MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST  
QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE 6  
EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7, 1890  
IN BOOK 2 OF MAPS AND PLATS, PAGE 4,  
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DAVID EVANS AND ASSOCIATES, INC.  
SALIDA, CALIFORNIA

DECEMBER, 2002 SHEET 1 OF 4

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES", CITY OF LODI, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS, ALL STREET RIGHTS-OF-WAY, THE VARIABLE-WIDTH WIDENINGS OF RIGHT-OF-WAY ALONG STOCKTON STREET AND ALMOND DRIVE AND RELINQUISH TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOTS 1, 45 THRU 47, 52 THRU 54, 59 THRU 61, 66 THRU 88 AND 74 TO AND FROM STOCKTON STREET AND LOTS 43 THRU 45 TO AND FROM ALMOND DRIVE ALL AS SHOWN ON THIS FINAL MAP.

KB HOMES NORTH BAY, INC., A CALIFORNIA CORPORATION

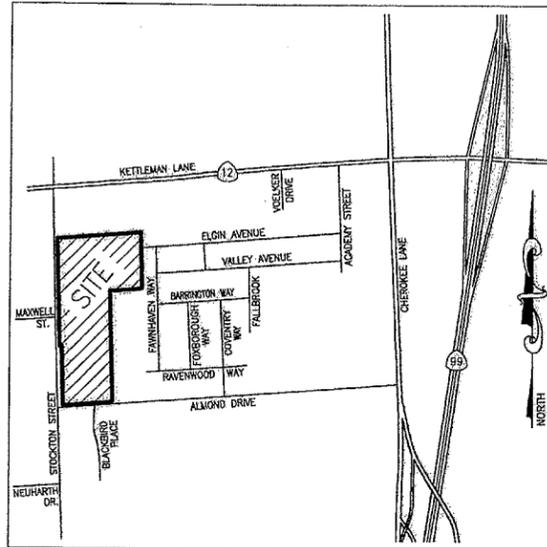
John Barnhart 9-3-03  
JOHN BARNHART, VICE-PRESIDENT OF LAND DEVELOPMENT AND FORWARD PLANNING DATE  
Michael J Heim 9-3-03  
MICHAEL HEIM, VICE-PRESIDENT OF FINANCE DATE

STATE OF CALIFORNIA  
COUNTY OF Saline

ON Sept 3, 2003 BEFORE ME, Dianna Stahl NOTARY PUBLIC, PERSONALLY APPEARED John A. Barnhart and Michael J. Heim, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Dianna Stahl  
NOTARY PUBLIC IN AND FOR THE ABOVE - MENTIONED STATE AND COUNTY MY COMMISSION EXPIRES: 12-27-05  
Comm# 1336572



VICINITY MAP  
NO SCALE

COUNTY SURVEYOR'S STATEMENT:

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 5th DAY OF SEPTEMBER, 2003.

Thomas R. Flinn  
FOR THOMAS R. FLINN, R.C.E. 23341  
COUNTY SURVEYOR OF SAN JOAQUIN COUNTY, CALIFORNIA  
REGISTRATION EXPIRATION DATE: 12-31-05



CITY CLERK'S STATEMENT:

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 4 DAY OF June, 2003, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES", CITY OF LODI, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND ACCEPTED ON BEHALF OF THE CITY THE RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOTS 1, 45 THRU 47, 52 THRU 54, 59 THRU 61, 66 THRU 88 AND 74 TO AND FROM STOCKTON STREET AND LOTS 43 THRU 45 TO AND FROM ALMOND DRIVE ALL AS SHOWN ON THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY AND THE VARIABLE-WIDTH WIDENINGS OF RIGHT-OF-WAY ALONG STOCKTON STREET AND ALMOND DRIVE SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF-WAY IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 17 DAY OF September, 2003.

Susan J. Blackston  
SUSAN J. BLACKSTON, CITY CLERK  
AND CLERK OF THE CITY COUNCIL  
OF THE CITY OF LODI, CALIFORNIA



PUBLIC WORKS DIRECTOR'S STATEMENT:

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES" CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 16th DAY OF SEPTEMBER, 2003.

Richard C. Prima, Jr.  
RICHARD C. PRIMA, JR., R.C.E. 28183  
PUBLIC WORKS DIRECTOR  
REGISTRATION EXPIRATION DATE: 03-31-08



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALLEN H. LIU ON MARCH 1, 2002. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LODI, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 4th DAY OF September, 2003.

David E. Kraettli  
DAVID E. KRAETTIL, L.S. 6008  
LICENSE EXPIRATION DATE: 3-31-05



RECORDER'S STATEMENT:

FILED THIS 18 DAY OF September, 2003 AT 2:22 P. M. IN

BOOK 38 OF MAPS AND PLATS, AT PAGE 58, AT THE REQUEST OF DAVID EVANS AND ASSOCIATES, INC.

FEE: \$ 116.00

Gary W. Freeman BY: Christina Molero  
GARY W. FREEMAN, R.C.E. 28183  
ASSASSOR-RECORDER-COUNTY CLERK  
OF SAN JOAQUIN COUNTY, CALIFORNIA  
ASSISTANT DEPUTY RECORDER

DOC # 2003-214953  
09/18/2003 02:22P Fee:16.00  
Page 1 of 4  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-County Clerk  
Paid by SHOWN ON DOCUMENT

38-58 002S001-1

TRACT NO. 3273  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
**ALMONDWOOD ESTATES**  
BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON  
MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST  
QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE 6  
EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7, 1890  
IN BOOK 2 OF MAPS AND PLATS, PAGE 4,  
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

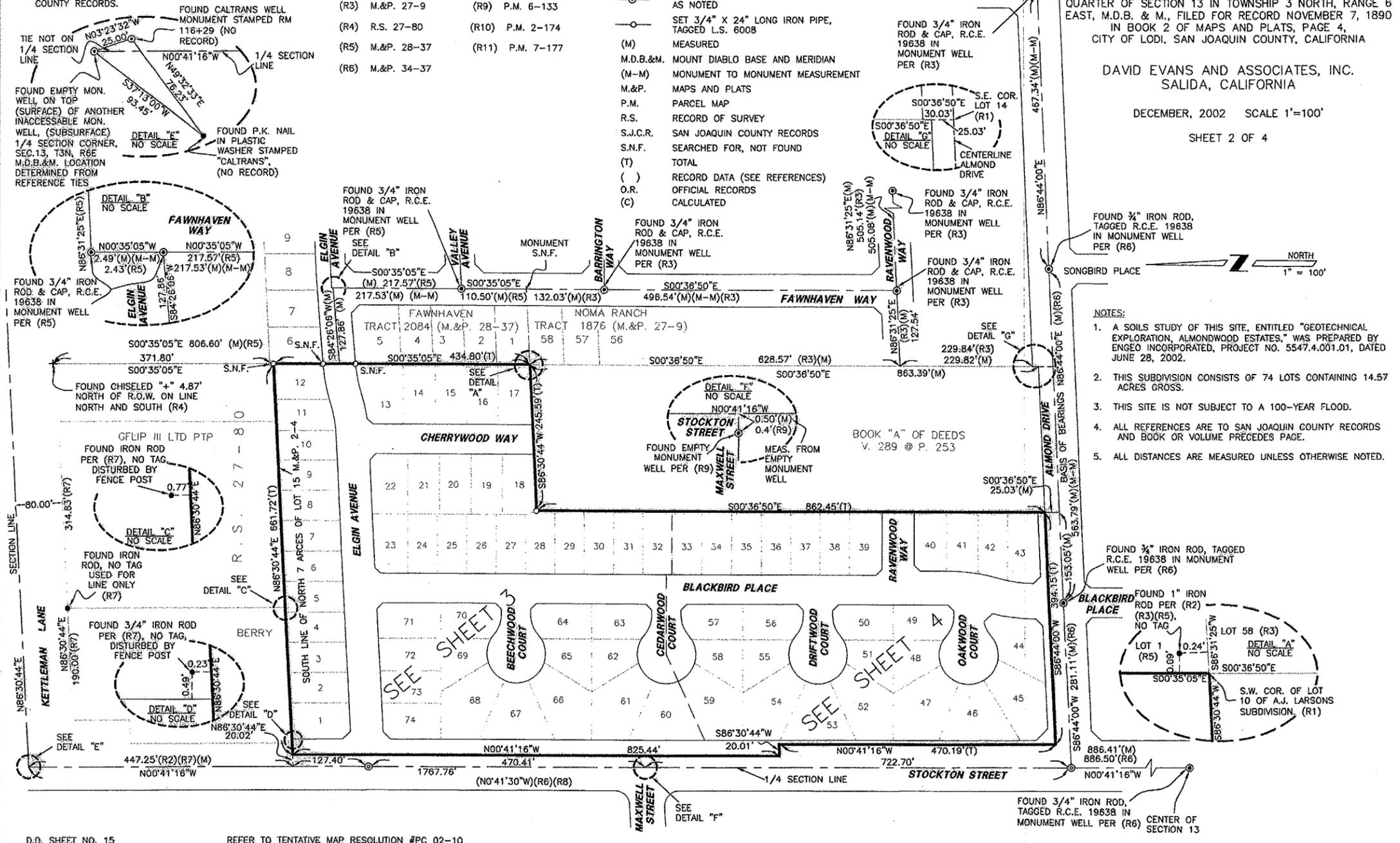
DAVID EVANS AND ASSOCIATES, INC.  
SALIDA, CALIFORNIA

DECEMBER, 2002 SCALE 1"=100'  
SHEET 2 OF 4

**BASIS OF BEARINGS:**  
THE MONUMENTED CENTERLINE OF ALMOND DRIVE TAKEN  
AS NORTH 86°44'00" EAST PER "COLVIN RANCH"  
SUBDIVISION FILED FOR RECORD JUNE 16, 1999 IN BOOK  
34 OF MAPS AND PLATS AT PAGE 37, SAN JOAQUIN  
COUNTY RECORDS.

- REFERENCES:**
- (R1) M.&P. 2-4
  - (R2) R.S. 7-65
  - (R3) M.&P. 27-9
  - (R4) R.S. 27-80
  - (R5) M.&P. 28-37
  - (R6) M.&P. 34-37
  - (R7) R.S. 21-33
  - (R8) M.&P. 27-40
  - (R9) P.M. 6-133
  - (R10) P.M. 2-174
  - (R11) P.M. 7-177

- LEGEND:**
- ⊙ SET 2 1/2" BRASS DISK, STAMPED  
L.S. 6008, IN MONUMENT WELL  
AS NOTED
  - FOUND MONUMENT IN MONUMENT WELL  
AS NOTED
  - SET 3/4" X 24" LONG IRON PIPE,  
TAGGED L.S. 6008
  - (M) MEASURED
  - M.D.B.&M. MOUNT DIABLO BASE AND MERIDIAN
  - (M-M) MONUMENT TO MONUMENT MEASUREMENT
  - M.&P. MAPS AND PLATS
  - P.M. PARCEL MAP
  - R.S. RECORD OF SURVEY
  - S.J.C.R. SAN JOAQUIN COUNTY RECORDS
  - S.N.F. SEARCHED FOR, NOT FOUND
  - (T) TOTAL
  - ( ) RECORD DATA (SEE REFERENCES)
  - O.R. OFFICIAL RECORDS
  - (C) CALCULATED



- NOTES:**
1. A SOILS STUDY OF THIS SITE, ENTITLED "GEOTECHNICAL EXPLORATION, ALMONDWOOD ESTATES," WAS PREPARED BY ENGEQ INCORPORATED, PROJECT NO. 5547.4.001.01, DATED JUNE 28, 2002.
  2. THIS SUBDIVISION CONSISTS OF 74 LOTS CONTAINING 14.57 ACRES GROSS.
  3. THIS SITE IS NOT SUBJECT TO A 100-YEAR FLOOD.
  4. ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
  5. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.



38-58 B

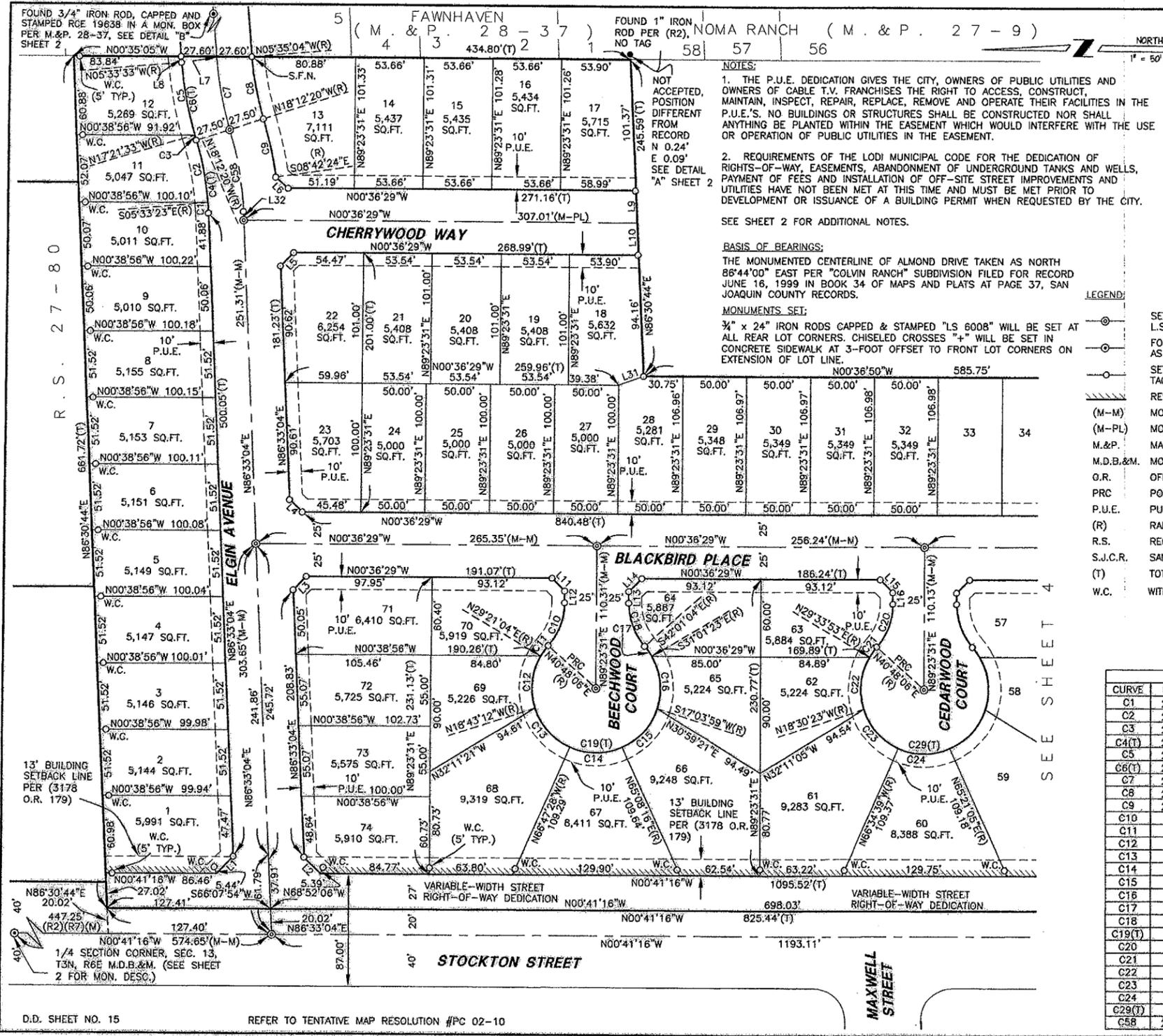
### TRACT NO. 3273 SUBDIVISIONS OF SAN JOAQUIN COUNTY ALMONDWOOD ESTATES

BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON  
MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST  
QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE  
6 EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7,  
1890 IN BOOK 2 OF MAPS AND PLATS, PAGE 4,  
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DAVID EVANS AND ASSOCIATES, INC.  
SALIDA, CALIFORNIA

DECEMBER, 2002 SCALE 1"=50'

SHEET 3 OF 4



**NOTES:**

1. THE P.U.E. DEDICATION GIVES THE CITY, OWNERS OF PUBLIC UTILITIES AND OWNERS OF CABLE T.V. FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
2. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT WHEN REQUESTED BY THE CITY.

SEE SHEET 2 FOR ADDITIONAL NOTES.

**BASIS OF BEARINGS:**  
THE MONUMENTED CENTERLINE OF ALMOND DRIVE TAKEN AS NORTH 88°44'00" EAST PER "COLVIN RANCH" SUBDIVISION FILED FOR RECORD JUNE 16, 1999 IN BOOK 34 OF MAPS AND PLATS AT PAGE 37, SAN JOAQUIN COUNTY RECORDS.

**MONUMENTS SET:**  
3/4" x 24" IRON RODS CAPPED & STAMPED "LS 6008" WILL BE SET AT ALL REAR LOT CORNERS. CHISELED CROSSES "+" WILL BE SET IN CONCRETE SIDEWALK AT 3-FOOT OFFSET TO FRONT LOT CORNERS ON EXTENSION OF LOT LINE.

**LEGEND:**

- SET 2 1/2" BRASS DISK, STAMPED L.S.6008, IN STANDARD MONUMENT WELL
- FOUND MONUMENT IN MONUMENT WELL AS NOTED
- SET 3/4" x 30" LONG IRON PIPE, TAGGED L.S. 6008
- /// RESTRICTED PUBLIC ACCESS
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- M.&P. MAPS AND PLATS
- M.D.B.&M. MOUNT DIABLO BASE AND MERIDIAN
- O.R. OFFICIAL RECORDS
- PRC POINT OF REVERSE CURVE
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL
- R.S. RECORD OF SURVEY
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- (T) TOTAL
- W.C. WITNESS CORNER

LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°02'56"W	18.54'
L2	S42°57'04"W	17.69'
L3	N47°01'42"W	14.49'
L4	S42°58'18"W	13.79'
L5	N47°01'42"W	14.49'
L6	S40°20'33"W	13.11'
L7	N84°26'27"E	2.29'
L8	N84°26'27"E	4.69'
L9	N86°30'44"E	25.03'
L10	N86°30'44"E	25.03'
L11	N44°23'31"E	14.14'
L12	N89°23'31"E	9.17'
L13	N89°23'31"E	9.17'
L14	S45°36'29"E	14.14'
L15	N44°23'31"E	14.14'
L16	N89°23'31"E	8.99'
L31	S20°29'01"E	20.47'
L32	N86°33'04"E	6.90'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	222.50'	2°06'27"	8.18'	N85°29'51"E	8.18'
C2	222.50'	12°38'57"	49.12'	N78°07'09"E	49.02'
C3	277.50'	0°50'47"	4.10'	S72°13'03"W	4.10'
C4(T)	222.50'	14°45'24"	57.30'	N79°10'22"E	57.15'
C5	277.50'	11°48'00"	57.15'	S78°32'27"W	57.05'
C6(T)	277.50'	12°38'47"	61.25'	N78°16'13"E	62.63'
C7	250.00'	12°38'47"	55.18'	S78°07'03"W	55.07'
C8	222.50'	12°37'16"	49.01'	S78°08'18"W	48.91'
C9	277.50'	9°29'56"	46.01'	N78°32'38"E	45.95'
C10	50.00'	41°24'35"	36.14'	S69°54'12"E	35.36'
C11	50.00'	11°27'02"	9.99'	N54°55'25"W	9.98'
C12	50.00'	48°04'16"	41.95'	N84°41'04"W	40.73'
C13	50.00'	48°04'16"	41.95'	S47°14'40"W	40.73'
C14	50.00'	48°04'16"	41.95'	S00°49'36"E	40.73'
C15	50.00'	48°04'17"	41.95'	S48°53'52"E	40.73'
C16	50.00'	48°05'22"	41.97'	N83°01'18"E	40.75'
C17	50.00'	10°59'41"	9.59'	N53°28'47"E	9.58'
C18	50.00'	41°24'35"	36.14'	S68°41'14"W	35.36'
C19(T)	50.00'	262°49'10"	229.35'	S00°36'29"E	75.00'
C20	50.00'	41°24'35"	36.14'	S69°54'12"E	35.36'
C21	50.00'	11°14'13"	9.81'	N54°49'01"W	9.79'
C22	50.00'	48°04'16"	41.95'	N84°28'16"W	40.73'
C23	50.00'	48°04'16"	41.95'	S47°27'29"W	40.73'
C24	50.00'	48°04'16"	41.95'	S00°36'47"E	40.73'
C29(T)	50.00'	262°49'10"	229.36'	S00°36'29"E	75.00'
C58	250.00'	14°45'24"	64.39'	N79°10'22"E	64.21'

D.D. SHEET NO. 15

REFER TO TENTATIVE MAP RESOLUTION #PC 02-10



38-58 B  
02S001-3

**TRACT NO. 3273**  
**SUBDIVISIONS OF SAN JOAQUIN COUNTY**  
**ALMONDWOOD ESTATES**  
 BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON  
 MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST  
 QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE 6  
 EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7, 1890  
 IN BOOK 2 OF MAPS AND PLATS, PAGE 4,  
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DAVID EVANS AND ASSOCIATES, INC.  
 SALIDA, CALIFORNIA

DECEMBER, 2002 SCALE 1"=50'

SHEET 4 OF 4

**NOTES:**

1. THE P.U.E. DEDICATION GIVES THE CITY, OWNERS OF PUBLIC UTILITIES AND OWNERS OF CABLE T.V. FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
2. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT WHEN REQUESTED BY THE CITY.

SEE SHEET 2 FOR ADDITIONAL NOTES.

**BASIS OF BEARINGS:**

THE MONUMENTED CENTERLINE OF ALMOND DRIVE TAKEN AS NORTH 88°44'00" EAST PER "COLVIN RANCH" SUBDIVISION FILED FOR RECORD JUNE 16, 1999 IN BOOK 34 OF MAPS AND PLATS AT PAGE 37, SAN JOAQUIN COUNTY RECORDS.

**MONUMENTS SET:**

3/4" x 24" IRON RODS CAPPED AND STAMPED "LS 6008" WILL BE SET AT ALL REAR LOT CORNERS. CHISELED CROSSES "+" WILL BE SET IN CONCRETE SIDEWALK AT 3-FOOT OFFSET TO FRONT LOT CORNERS ON EXTENSION OF LOT LINE.

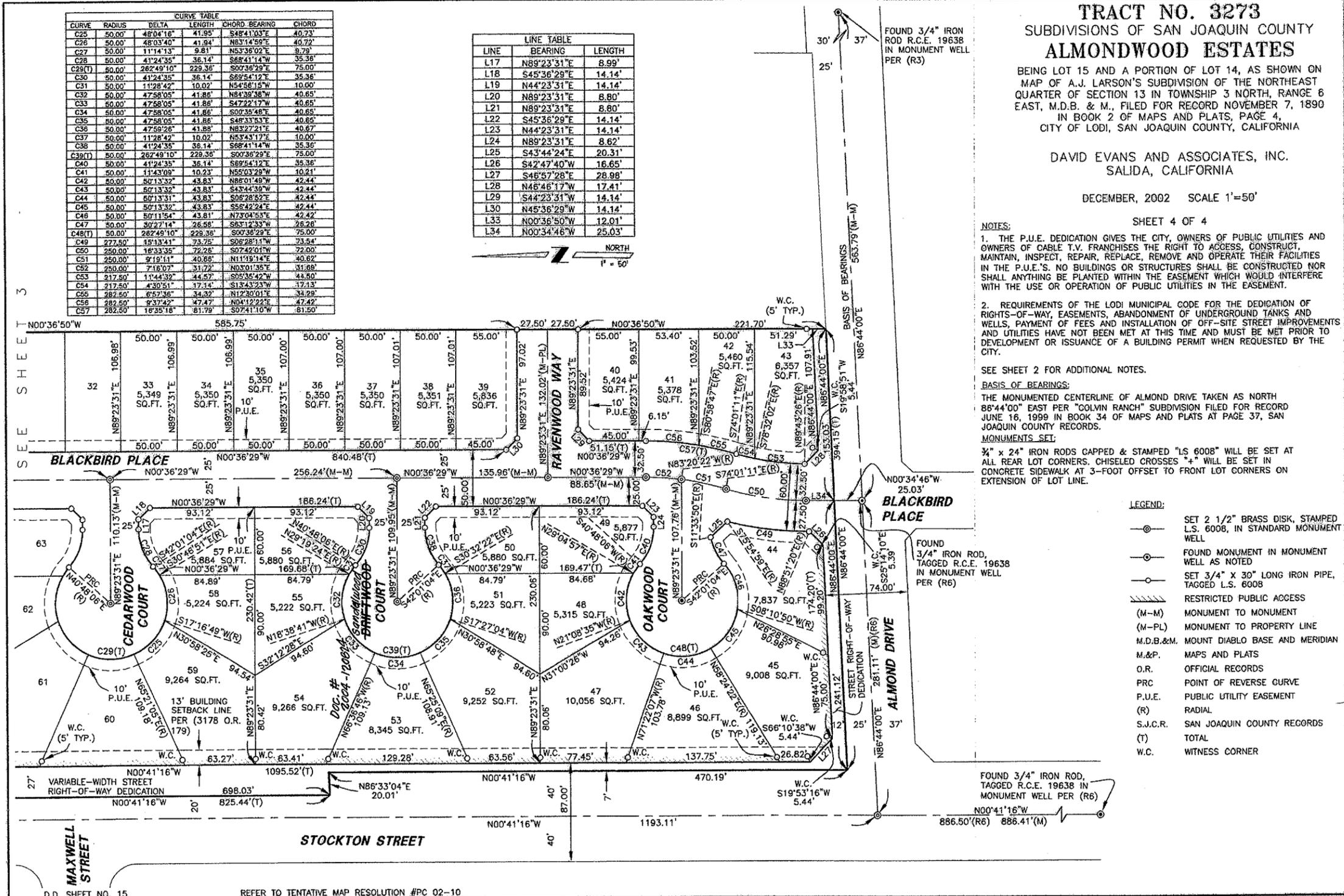
**LEGEND:**

- ⊙ SET 2 1/2" BRASS DISK, STAMPED L.S. 6008, IN STANDARD MONUMENT WELL
- ⊙ FOUND MONUMENT IN MONUMENT WELL AS NOTED
- ⊙ SET 3/4" x 30" LONG IRON PIPE, TAGGED L.S. 6008
- ▨ RESTRICTED PUBLIC ACCESS
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- M.D.B.&M. MOUNT DIABLO BASE AND MERIDIAN
- M.&P. MAPS AND PLATS
- O.R. OFFICIAL RECORDS
- PRC POINT OF REVERSE CURVE
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- (T) TOTAL
- W.C. WITNESS CORNER

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C25	50.00'	48°04'16"	41.95'	S48°41'03"E	40.23'
C26	50.00'	48°03'40"	41.94'	N83°14'59"E	40.72'
C27	50.00'	11°14'13"	9.81'	N53°36'02"E	9.79'
C28	50.00'	41°24'35"	36.14'	S68°41'14"W	35.36'
C29(T)	50.00'	262°49'10"	229.36'	S03°36'29"E	75.00'
C30	50.00'	41°24'35"	36.14'	S68°41'12"E	35.36'
C31	50.00'	11°28'42"	10.02'	N54°58'15"W	10.00'
C32	50.00'	47°58'05"	41.86'	N84°36'38"W	40.65'
C33	50.00'	47°58'05"	41.86'	S47°22'17"W	40.65'
C34	50.00'	47°58'05"	41.86'	S03°35'48"E	40.65'
C35	50.00'	47°58'05"	41.86'	S48°33'53"E	40.65'
C36	50.00'	47°58'26"	41.88'	N83°27'21"E	40.67'
C37	50.00'	11°28'42"	10.02'	N53°43'17"E	10.00'
C38	50.00'	41°24'35"	36.14'	S68°41'14"W	35.36'
C38(T)	50.00'	262°49'10"	229.36'	S03°36'29"E	75.00'
C40	50.00'	41°24'35"	36.14'	S68°54'12"E	35.36'
C41	50.00'	11°43'08"	10.23'	N55°03'29"W	10.21'
C42	50.00'	50°13'32"	43.83'	N85°01'49"W	42.44'
C43	50.00'	50°13'32"	43.83'	S43°44'39"W	42.44'
C44	50.00'	50°13'31"	43.83'	S05°28'52"E	42.44'
C45	50.00'	50°13'32"	43.83'	S56°42'24"E	42.44'
C46	50.00'	50°11'54"	43.81'	N73°04'55"E	42.42'
C47	50.00'	50°27'14"	46.58'	S63°12'53"W	46.26'
C48(T)	50.00'	262°49'10"	229.36'	S03°36'29"E	75.00'
C49	277.60'	15°13'41"	73.75'	S07°28'11"W	73.54'
C50	250.00'	16°33'35"	79.26'	S07°42'01"W	72.00'
C51	250.00'	9°18'11"	40.68'	N11°59'14"E	40.62'
C52	250.00'	7°18'07"	31.72'	N03°01'35"E	31.68'
C53	217.50'	11°44'32"	44.57'	S05°35'42"W	44.50'
C54	217.50'	4°30'51"	17.14'	S13°43'33"W	17.13'
C55	282.50'	6°57'36"	34.32'	N12°30'01"E	34.29'
C56	282.50'	9°37'42"	47.47'	N04°12'22"E	47.42'
C57	282.50'	16°55'16"	81.79'	S07°41'10"W	81.50'

LINE	BEARING	LENGTH
L17	N89°23'31"E	8.99'
L18	S45°36'29"E	14.14'
L19	N44°23'31"E	14.14'
L20	N89°23'31"E	8.80'
L21	N89°23'31"E	8.80'
L22	S45°36'29"E	14.14'
L23	N44°23'31"E	14.14'
L24	N89°23'31"E	8.62'
L25	S43°44'24"E	20.31'
L26	S42°47'40"W	16.65'
L27	S46°57'28"E	28.98'
L28	N46°46'17"W	17.41'
L29	S44°23'31"W	14.14'
L30	N45°36'29"E	14.14'
L31	N00°36'50"W	12.01'
L34	N00°34'46"W	25.03'

NORTH  
 1" = 50'



D.D. SHEET NO. 15

REFER TO TENTATIVE MAP RESOLUTION #PC 02-10



INTERLAKE SQUARE

THIS MAP IS FOR  
ASSESSMENT USE ONLY

045-34

Zone 9



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
07-08	12		

CITY OF LODI  
Assessor's Map Bk.045 Pg.34  
County of San Joaquin, Calif.

R. M. Bk. 40 Pg. 089

NOTE: Assessor's Parcel Numbers Shown in Circles.  
Assessor's Block Numbers Shown in Ellipses.

07-08

**OWNERS' STATEMENT:**

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS AND THE 12.20' x 12.20' CORNER CUTOFF ALONG SCHOOL AND PARK STREETS ALL AS SHOWN ON THIS FINAL MAP.

CLUFF LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

DATED THIS 7<sup>th</sup> DAY OF November, 2005.

Richard Hanson  
RICHARD HANSON - MANAGING PARTNER

STOCKTON AUXILIARY CORPORATION, TRUSTEE

DATED THIS 14<sup>th</sup> DAY OF November, 2005.

Henry Claussen, Vice President  
HENRY CLAUSSEN - PRESIDENT *Vice President*

LAFAYETTE CAPITAL GROUP, INC., TRUSTEE

DATED THIS 11<sup>th</sup> DAY OF November, 2005.

Steven L. Ruegg  
STEVEN L. RUEGG - PRESIDENT

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

ON 11-11-05, BEFORE ME, IVAN L. SUESS, NOTARY PUBLIC, PERSONALLY APPEARED RICHARD HANSON, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Ivan L. Suess  
NOTARY PUBLIC IN AND FOR THE ABOVE-MENTIONED STATE AND COUNTY



MY COMMISSION EXPIRES: 4 APR 07

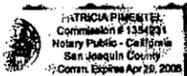
**ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

ON November 14<sup>th</sup> 2005 BEFORE ME, Patricia Remotel, NOTARY PUBLIC, PERSONALLY APPEARED HENRY CLAUSSEN, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Patricia Remotel  
NOTARY PUBLIC IN AND FOR THE ABOVE-MENTIONED STATE AND COUNTY



MY COMMISSION EXPIRES: April 27<sup>th</sup> 2006

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CLUFF, LLC ON DECEMBER 15, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LODI, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 14<sup>th</sup> DAY OF November, 2005.

Eugene L. Vocu  
EUGENE L. VOCU, L.S. 4479  
LICENSE EXPIRATION DATE: 03/31/06

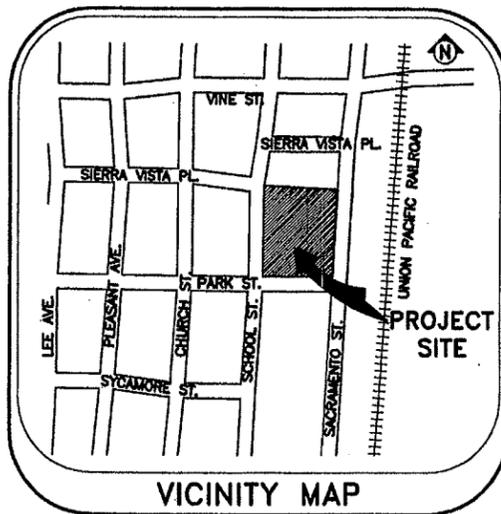


**TRACT NO. 3532  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
INTERLAKE SQUARE**

BEING A PORTION OF LOT 1 OF A.J. LARSON'S SUBDIVISION IN THE  
SOUTHWEST 1/4 OF SECTION 12, T. 3N., R. 6 E., M.D.B. & M.,  
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA

PREPARED BY:

**CONTI & ASSOCIATES, INC.**  
CIVIL CONSULTING ENGINEER  
STOCKTON, CALIFORNIA MAY, 2005



**ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN *Contra Costa*

ON November 11, 2005, BEFORE ME, Amy S. Price, NOTARY PUBLIC, PERSONALLY APPEARED STEVEN L. RUEGG, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Amy S. Price  
NOTARY PUBLIC IN AND FOR THE ABOVE-MENTIONED STATE AND COUNTY



MY COMMISSION EXPIRES: 2/27/08

REFER TO TENTATIVE SUBDIVISION MAP APPLICATION 05-S-003  
D.D. SHEET: 15B

**PUBLIC WORKS DIRECTOR'S STATEMENT:**

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 7<sup>th</sup> DAY OF August, 2005.

Richard C. Prima  
RICHARD C. PRIMA, JR., R.C.E. 28183  
PUBLIC WORKS DIRECTOR  
REGISTRATION EXPIRATION DATE: 3-31-08



**CITY CLERK'S STATEMENT:**

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 2<sup>nd</sup> DAY OF August, 2005, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS ALL AS SHOWN ON THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION OF THE 12.20' x 12.20' CORNER CUTOFF ALONG SCHOOL AND PARK STREETS SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID CORNER CUTOFF IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 7<sup>th</sup> DAY OF August, 2005.

Susan J. Blackston, Interim  
SUSAN J. BLACKSTON, CITY CLERK  
AND CLERK OF THE CITY COUNCIL



**COUNTY SURVEYOR'S STATEMENT:**

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 22<sup>nd</sup> DAY OF NOVEMBER, 2005.

Jeff D. Lund  
for THOMAS R. FLINN, R.C.E. 23341  
COUNTY SURVEYOR  
REGISTRATION EXPIRATION DATE: 12-31-05



**RECORDER'S STATEMENT:**

FILED THIS 11 DAY OF AUGUST, 2005, AT 247 P.M. IN BOOK 40 OF MAPS AND PLATS, AT PAGE 39, AT THE REQUEST OF RICHARD HANSON.

FEES: \$ 13.00

Gary W. Freeman BY Patricia Remotel  
GARY W. FREEMAN ASSISTANT/DEPUTY RECORDER  
ASSESSOR-RECORDER-COUNTY CLERK

DOC # 2006-17236  
06/11/2006 02:47P Fee:13.00  
Page 1 of 3  
Recorded in Official Records  
County of San Joaquin  
Gary W. Freeman  
Assessor-Recorder-County Clerk  
Paid by SIGNER ON DOCUMENT



SHEET 1 OF 3

40 - 89

005S003-1

40-89A

TRACT. NO. 3532  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
INTERLAKE SQUARE

BEING A PORTION OF LOT 1 OF A.J. LARSON'S  
SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 12,  
T. 3N., R. 6 E., M.D.B. & M., CITY OF LODI, SAN  
JOAQUIN COUNTY, STATE OF CALIFORNIA

PREPARED BY:  
CONTI & ASSOCIATES, INC.  
CIVIL CONSULTING ENGINEER  
STOCKTON, CALIFORNIA MAY, 2008  
SCALE: 1" = 60'

**BASIS OF BEARINGS:**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS  
THE CENTERLINE OF PARK STREET, AS SHOWN  
ON RECORD OF SURVEY, VOL. 32, PAGE 63,  
S.J.C.R., WHICH BEARS NORTH 87°55'30" EAST.

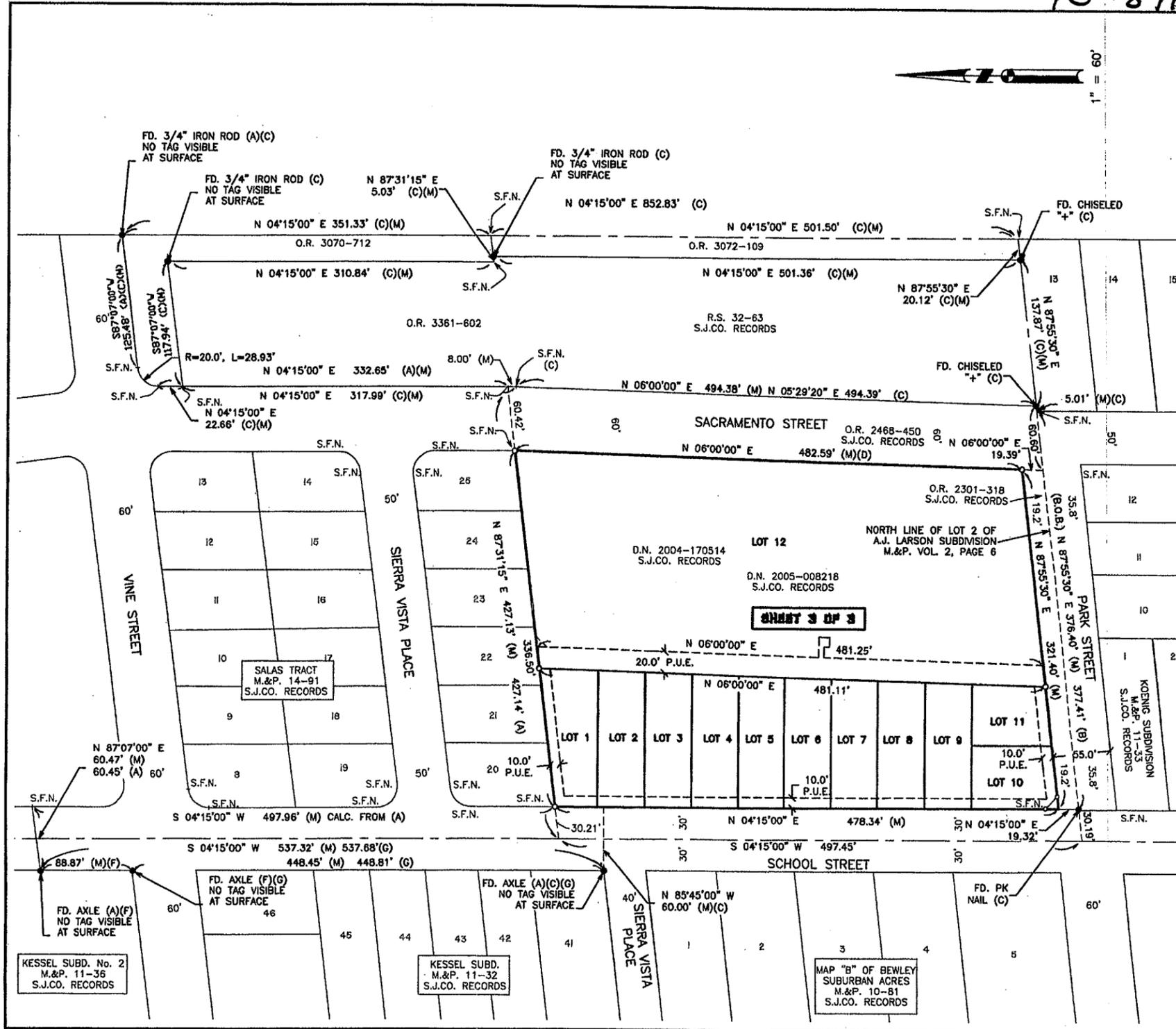
**MONUMENTS:**  
○ SET IRON ROD, 3/4" DIAMETER, 30"  
LONG, WITH L.S. TAG NO. 4479  
+ FRONT LOT CORNERS: SET A CHISELED  
CROSS ON A 4.00' OFFSET ON LOT LINE  
PROJECTION FOR LOT CORNERS.  
● FOUND MONUMENT AS NOTED

**REFERENCES:**  
(A) M&P 14-91, S.J.C.R.  
(B) M&P 11-33, S.J.C.R.  
(C) R.S. 32-63, S.J.C.R.  
(D) D.N. 2005-008218  
(E) M&P 7-6, S.J.C.R.  
(F) M&P 11-36, S.J.C.R.  
(G) M&P 11-32, S.J.C.R.

**LEGEND:**  
S.J.C.R. SAN JOAQUIN COUNTY RECORDS  
R.S. RECORD OF SURVEY, BOOK - PAGE, S.J.C.R.  
P.M. PARCEL MAP, BOOK - PAGE, S.J.C.R.  
M&P. MAPS & PLATS, VOLUME - PAGE, S.J.C.R.  
P.U.E. PUBLIC UTILITY EASEMENT  
(M) MEASURED  
FD. FOUND  
S.F.N. SEARCHED AND FOUND NOTHING  
CALC. CALCULATED  
D.N. DOCUMENT NUMBER  
B.O.B. BASIS OF BEARINGS  
S.J.C.O. SAN JOAQUIN COUNTY  
I.N. INSTRUMENT NUMBER  
O.R. OFFICIAL RECORD

**NOTES:**  
1. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.  
2. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHT OF WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY.  
3. ALL RECORDS ARE OF SAN JOAQUIN COUNTY RECORDS.  
4. REFER TO TENTATIVE MAP NO. 05-S-003.  
5. THE P.U.E. DEDICATION TO THE CITY OF LODI GIVES THE CITY, OWNERS OF PUBLIC UTILITIES, AND OWNERS OF CABLE TV FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE, AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.  
6. BUILDING AND STRUCTURES IN CONFORMANCE WITH CURRENT ZONING AND BUILDING ORDINANCES ARE PERMITTED IN THE OVERHEAD PUBLIC UTILITY EASEMENT TO A MAXIMUM HEIGHT OF 23 FEET.

SHEET 2 OF 3



LOT 12

D.N. 2004-170514  
S.J.C.O. RECORDS

D.N. 2005-008218  
S.J.C.O. RECORDS

KESSEL SUBD. No. 2  
M.&P. 11-36  
S.J.C.O. RECORDS

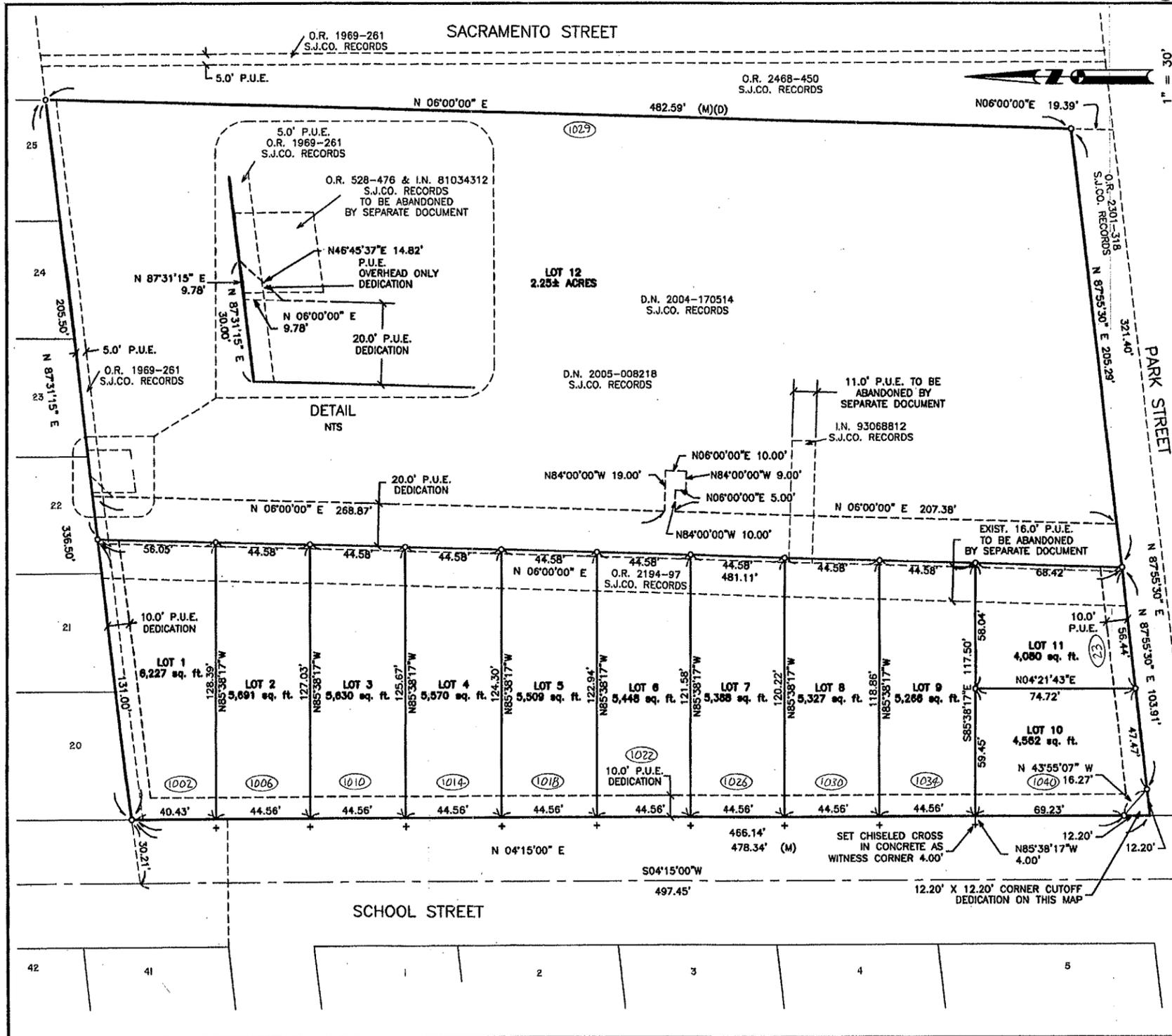
KESSEL SUBD.  
M.&P. 11-32  
S.J.C.O. RECORDS

MAP "B" OF BEWLEY  
SUBURBAN ACRES  
M.&P. 10-81  
S.J.C.O. RECORDS

40-89A

005S003-2

70010



**TRACT NO. 3532**  
**SUBDIVISIONS OF SAN JOAQUIN COUNTY**  
**INTERLAKE SQUARE**

BEING A PORTION OF LOT 1 OF A.J. LARSON'S  
 SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 12,  
 T. 3N., R. 6 E., M.D.B. & M., CITY OF LODI, SAN  
 JOAQUIN COUNTY, STATE OF CALIFORNIA

PREPARED BY:  
**CONTI & ASSOCIATES, INC.**  
 CIVIL CONSULTING ENGINEER  
 STOCKTON, CALIFORNIA MAY, 2008

SCALE: 1" = 30'

**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS SURVEY IS  
 THE CENTERLINE OF PARK STREET, AS SHOWN  
 ON RECORD OF SURVEY, VOL. 32, PAGE 63,  
 S.J.C.R., WHICH BEARS NORTH 87°55'30" EAST.

**MONUMENTS:**

- SET IRON ROD, 3/4" DIAMETER, 30" LONG, WITH L.S. TAG NO. 4479
- + FRONT LOT CORNERS: SET A CHISELED CROSS ON A 4.00' OFFSET ON LOT LINE PROJECTION FOR LOT CORNER.
- FOUND MONUMENT AS NOTED

**REFERENCES:**

- (A) M&P 14-91, S.J.C.R.
- (B) M&P 11-33, S.J.C.R.
- (C) R.S. 32-63, S.J.C.R.
- (D) D.N. 2005-008218
- (E) M&P 2-6, S.J.C.R.

**LEGEND:**

- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- R.S. RECORD OF SURVEY, BOOK - PAGE, S.J.C.R.
- P.M. PARCEL MAP, BOOK - PAGE, S.J.C.R.
- M&P. MAPS & PLATS, VOLUME - PAGE, S.J.C.R.
- P.U.E. PUBLIC UTILITY EASEMENT
- (M) MEASURED
- (F) FOUND
- S.F.N. SEARCHED AND FOUND NOTHING
- CALC. CALCULATED
- D.N. DOCUMENT NUMBER
- B.O.B. BASIS OF BEARINGS
- S.J.C.O. SAN JOAQUIN COUNTY
- I.N. INSTRUMENT NUMBER
- O.R. OFFICIAL RECORD

**NOTES:**

1. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
2. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHT OF WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY.
3. ALL RECORDS ARE OF SAN JOAQUIN COUNTY RECORDS.
4. REFER TO TENTATIVE MAP NO. 05-S-003.
5. THE P.U.E. DEDICATION TO THE CITY OF LODI GIVES THE CITY, OWNERS OF PUBLIC UTILITIES, AND OWNERS OF CABLE TV FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE, AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
6. BUILDING AND STRUCTURES IN CONFORMANCE WITH CURRENT ZONING AND BUILDING ORDINANCES ARE PERMITTED IN THE OVERHEAD PUBLIC UTILITY EASEMENT TO A MAXIMUM HEIGHT OF 23 FEET.

40-89B

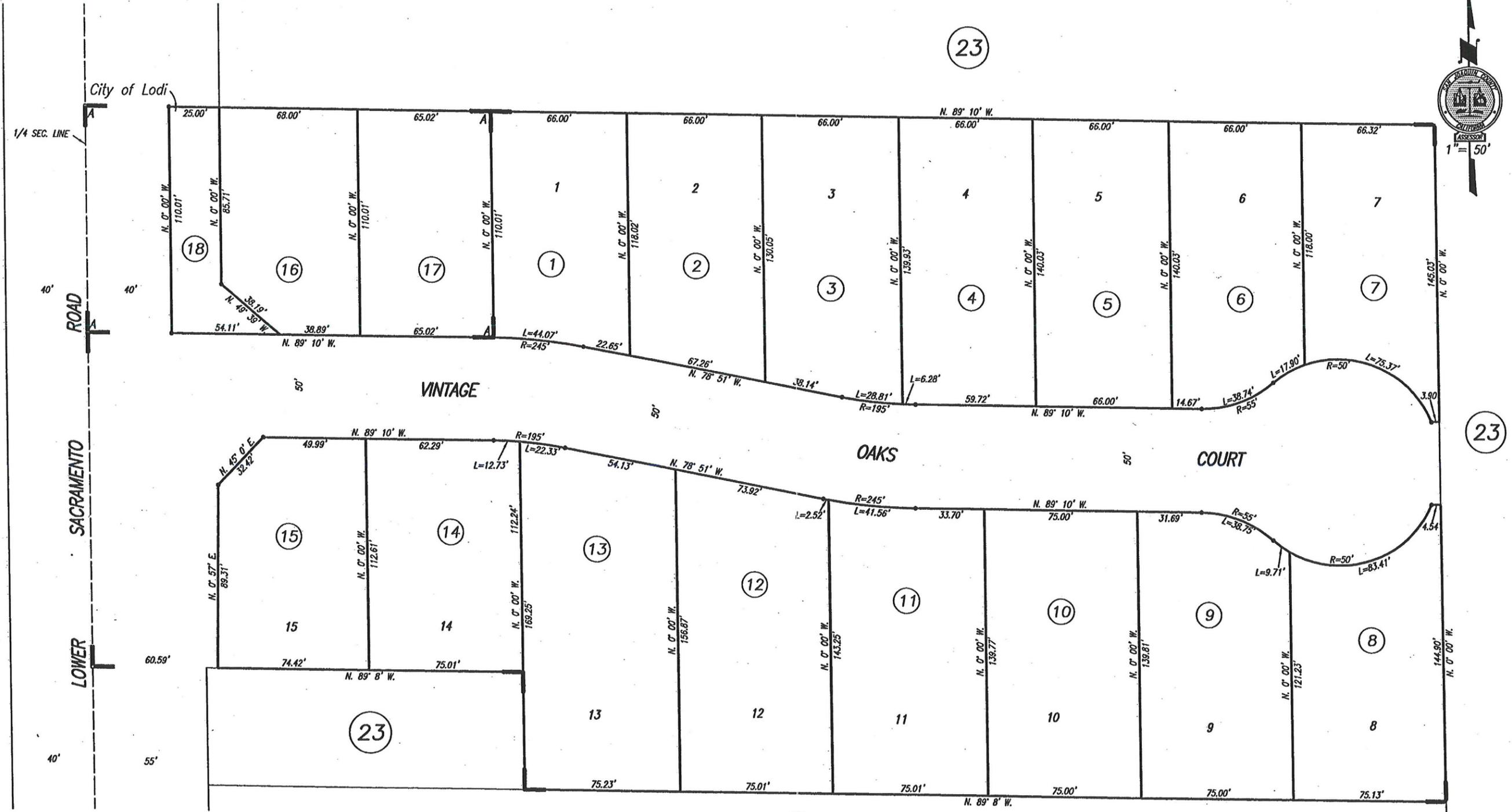
005S003-3

VINTAGE OAKS  
A - POR. SEC. 15, T.3N.R.6E. M.D.B.&M.

THIS MAP IS FOR  
ASSESSMENT USE ONLY

058-64

Zone 8



4

23

23

22

HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
06-07	15		
07-08	18		

Assessor's Map Bk.058 Pg.64  
County of San Joaquin, Calif.

06-07

R. M. Bk. 40 Pg. 027  
A-P. M. Bk. 23 Pg. 180

NOTE: Assessor's Parcel Numbers Shown in Circles.  
Assessor's Block Numbers Shown in Ellipses.

7U-21

**OWNERS' STATEMENT:**

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, "VINTAGE OAKS", CITY OF LODI, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS, THE STREET RIGHT-OF-WAY, THE VARIABLE-WIDTH WIDENING OF RIGHT-OF-WAY ALONG LOWER SACRAMENTO ROAD, AND RELINQUISH TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOT 15 TO AND FROM LOWER SACRAMENTO ROAD ALL AS SHOWN ON THIS FINAL MAP.

DATED THIS 20th DAY OF MAY, 2005.

VINTAGE OAKS, L.P., A CALIFORNIA LIMITED PARTNERSHIP  
GENERAL PARTNERS

BY: TOKAY DEVELOPMENT, INC. BY: R. THOMAS DEVELOPMENT, INC.  
BY: J. Jeffrey Kirst BY: Jane E. Thomas  
J. JEFFREY KIRST, PRESIDENT JANE E. THOMAS, VICE PRESIDENT

DATED THIS 20th DAY OF May, 2005.

FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA, BENEFICIARY

BY: Thomas L. Lowe III  
Thomas L. Lowe III, SVP

**OWNERS' ACKNOWLEDGEMENT:**

STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

ON MAY 20 2005, BEFORE ME, J.L. Martorella, NOTARY PUBLIC, PERSONALLY APPEARED J. JEFFREY KIRST AND JANE E. THOMAS, [PERSONALLY KNOWN TO ME] [PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE] TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:  
J.L. Martorella

NOTARY PUBLIC IN AND FOR  
THE ABOVE-MENTIONED STATE  
AND COUNTY

MY COMMISSION EXPIRES: 4-23-07  
MY COMMISSION NUMBER: 1409226

DOC # 2005-252639  
10/07/2005 02:40P Fee: 13.00  
Page 1 of 3  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-County Clerk  
Paid by SHOWN ON DOCUMENT

**BENEFICIARY'S ACKNOWLEDGEMENT:**

STATE OF CALIFORNIA  
COUNTY OF San Joaquin

ON MAY 20 2005, BEFORE ME, Tiffany G. Gordo, NOTARY PUBLIC, PERSONALLY APPEARED Thomas L. Lowe III, [PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE)] TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:  
Tiffany G. Gordo

NOTARY PUBLIC IN AND FOR  
THE ABOVE-MENTIONED STATE  
AND COUNTY

MY COMMISSION EXPIRES: March 12, 2008  
MY COMMISSION NUMBER: 1476113

TIFFANY G. GORDO  
Commission # 1476113  
Notary Public - California  
San Joaquin County  
My Comm. Expires Mar 12, 2008

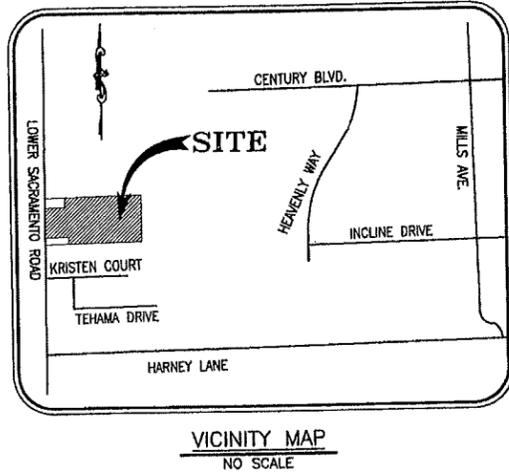
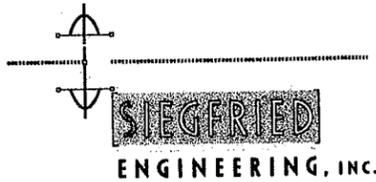
TRACT No. 3482  
SUBDIVISIONS OF SAN JOAQUIN COUNTY

**VINTAGE OAKS**

BEING A PORTION OF THE NORTH 5 ACRES OF THE WEST 20 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 NORTH RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL, 2005

SHEET NO. 1 OF 3 SHEETS  
TENTATIVE MAP APPLICATION NO. 004-S-008



VICINITY MAP  
NO SCALE

**CITY CLERK'S STATEMENT:**

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 21 DAY OF September, 2005, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, VINTAGE OAKS", CITY OF LODI, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND ACCEPTED ON BEHALF OF THE CITY THE RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOT 15 TO AND FROM LOWER SACRAMENTO ROAD ALL AS SHOWN ON THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION OF THE STREET RIGHT-OF-WAY, AND THE VARIABLE-WIDTH WIDENING OF RIGHT-OF-WAY ALONG LOWER SACRAMENTO ROAD SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF-WAY IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 26 DAY OF September, 2005.

Susan J. Blackston  
SUSAN J. BLACKSTON, CITY CLERK  
AND CLERK OF THE CITY COUNCIL



**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF VINTAGE OAKS, L.P. ON OCTOBER 27, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LODI, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 19th DAY OF August, 2005.

Michael David Jones  
MICHAEL DAVID JONES, L.S. 6173  
LICENSE EXPIRATION DATE: 3/31/06



**PUBLIC WORKS DIRECTOR'S STATEMENT:**

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, VINTAGE OAKS", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 23rd DAY OF September, 2005.

Richard C. Prima, Jr.  
RICHARD C. PRIMA, JR., R.C.E. 28183  
PUBLIC WORKS DIRECTOR  
REGISTRATION EXPIRATION DATE: 3/31/06



**COUNTY SURVEYOR'S STATEMENT:**

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, VINTAGE OAKS", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 23rd DAY OF AUGUST, 2005.

Thomas R. Flinn  
THOMAS R. FLINN, R.C.E. 23341  
COUNTY SURVEYOR  
REGISTRATION EXPIRATION DATE: 12/31/05



**RECORDER'S STATEMENT:**

FILED THIS 7 DAY OF October, 2005, AT 2:40 P.M. IN BOOK 40 OF MAPS AND PLATS, AT PAGE 27, AT THE REQUEST OF SIEGFRIED ENGINEERING INC.

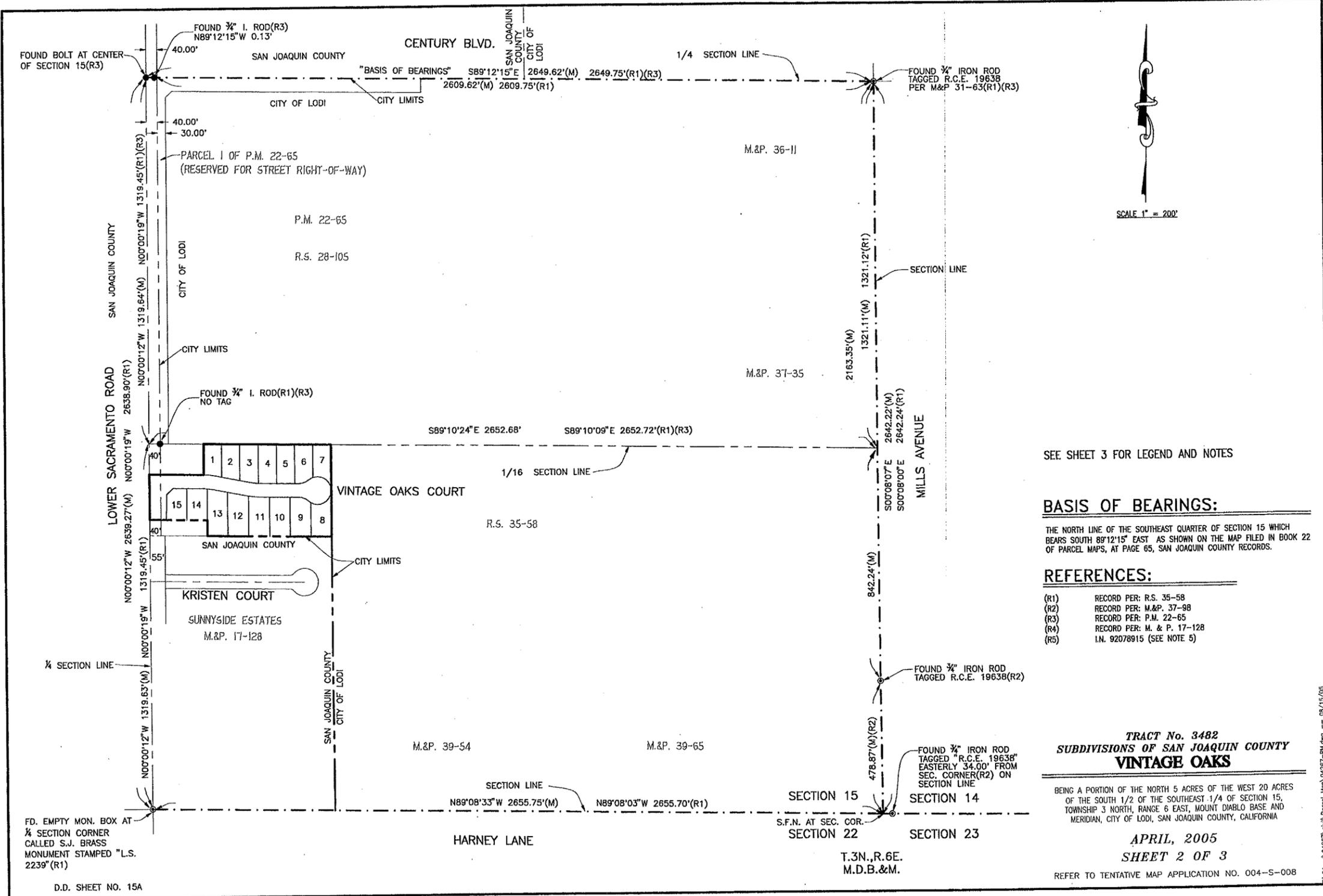
FEES: \$ 1300

Gary W. Freeman  
GARY W. FREEMAN,  
ASSESSOR-RECORDER - COUNTY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA

BY: Christina Maters  
ASSISTANT/DEPUTY RECORDER

40-27

40-27A



SCALE 1" = 200'

SEE SHEET 3 FOR LEGEND AND NOTES

**BASIS OF BEARINGS:**

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15 WHICH BEARS SOUTH  $89^{\circ}12'15''$  EAST AS SHOWN ON THE MAP FILED IN BOOK 22 OF PARCEL MAPS, AT PAGE 65, SAN JOAQUIN COUNTY RECORDS.

**REFERENCES:**

- (R1) RECORD PER: R.S. 35-58
- (R2) RECORD PER: M.&P. 37-98
- (R3) RECORD PER: P.M. 22-65
- (R4) RECORD PER: M. & P. 17-128
- (R5) I.N. 92078915 (SEE NOTE 5)

**TRACT No. 3482  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
VINTAGE OAKS**

BEING A PORTION OF THE NORTH 5 ACRES OF THE WEST 20 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

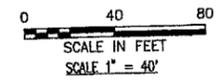
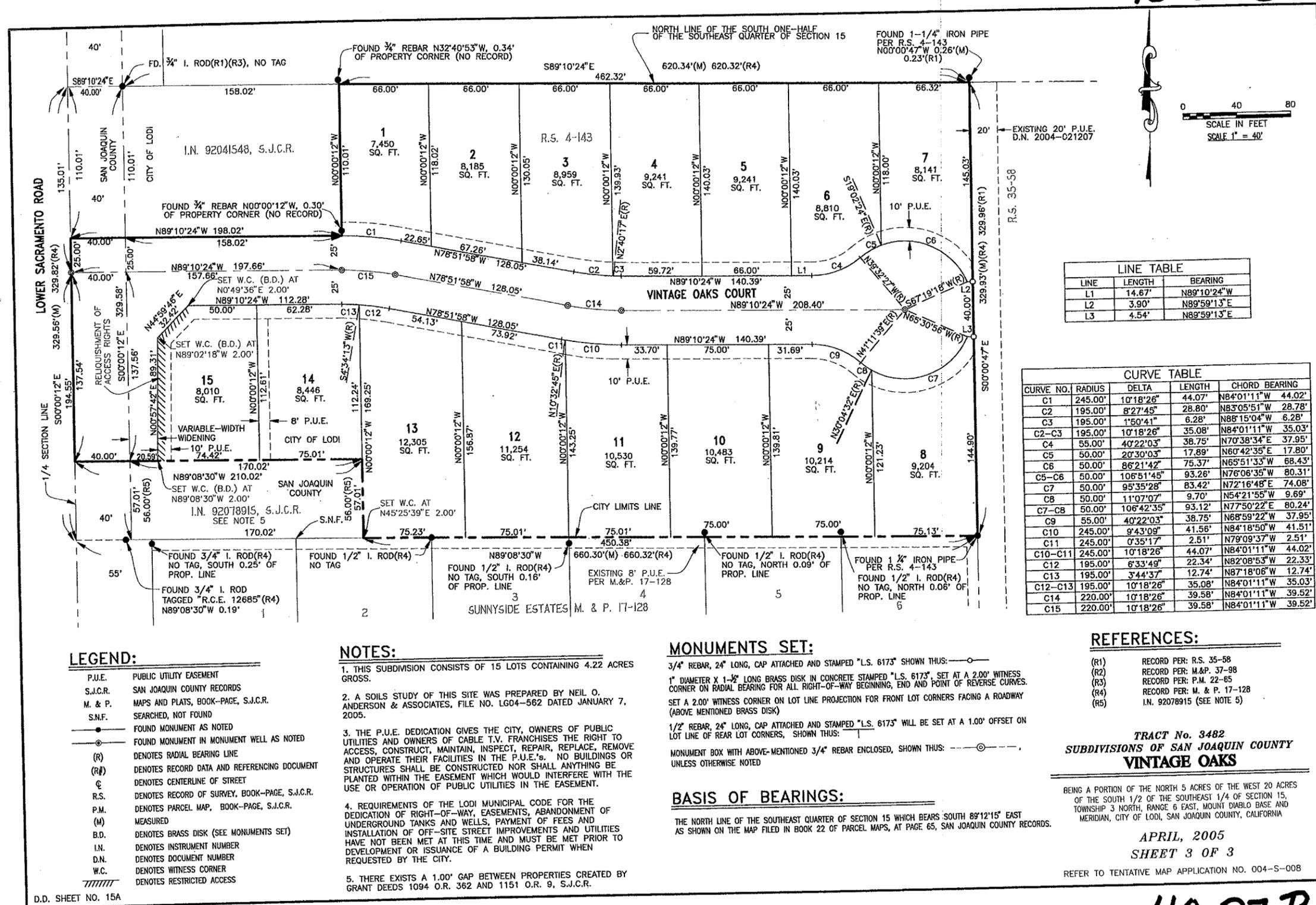
APRIL, 2005  
SHEET 2 OF 3

REFER TO TENTATIVE MAP APPLICATION NO. 004-S-008

D.D. SHEET NO. 15A

40-27A

40-21B



LINE TABLE

LINE	LENGTH	BEARING
L1	14.67'	N89°10'24\"W
L2	3.90'	N89°59'13\"E
L3	4.54'	N89°59'13\"E

CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	245.00'	10°18'26\"	44.07'	N84°01'11\"W 44.02'
C2	195.00'	8°27'45\"	28.80'	N83°05'51\"W 28.78'
C3	195.00'	1°50'41\"	6.28'	N88°15'04\"W 6.28'
C2-C3	195.00'	10°18'26\"	35.08'	N84°01'11\"W 35.03'
C4	55.00'	40°22'03\"	38.75'	N70°38'34\"E 37.95'
C5	50.00'	20°30'03\"	17.89'	N80°42'35\"E 17.80'
C6	50.00'	8°21'42\"	75.37'	N65°51'33\"W 68.43'
C5-C6	50.00'	10°51'45\"	93.28'	N76°06'35\"W 80.31'
C7	50.00'	9°35'28\"	83.42'	N72°16'48\"E 74.08'
C8	50.00'	11°07'07\"	9.70'	N54°21'55\"W 9.69'
C7-C8	50.00'	10°6'42'35\"	93.12'	N77°50'22\"E 80.24'
C9	55.00'	40°22'03\"	38.75'	N88°59'22\"W 37.95'
C10	245.00'	9°43'09\"	41.56'	N84°18'50\"W 41.51'
C11	245.00'	0°35'17\"	2.51'	N79°09'37\"W 2.51'
C10-C11	245.00'	10°18'26\"	44.07'	N84°01'11\"W 44.02'
C12	195.00'	6°33'49\"	22.34'	N82°08'53\"W 22.33'
C13	195.00'	3°44'37\"	12.74'	N87°18'06\"W 12.74'
C12-C13	195.00'	10°18'26\"	35.08'	N84°01'11\"W 35.03'
C14	220.00'	10°18'26\"	39.58'	N84°01'11\"W 39.52'
C15	220.00'	10°18'26\"	39.58'	N84°01'11\"W 39.52'

- LEGEND:**
- P.U.E. PUBLIC UTILITY EASEMENT
  - S.J.C.R. SAN JOAQUIN COUNTY RECORDS
  - M. & P. MAPS AND PLATS, BOOK-PAGE, S.J.C.R.
  - S.N.F. SEARCHED, NOT FOUND
  - FOUND MONUMENT AS NOTED
  - FOUND MONUMENT IN MONUMENT WELL AS NOTED
  - (R) DENOTES RADIAL BEARING LINE
  - (R#) DENOTES RECORD DATA AND REFERENCING DOCUMENT
  - ⊙ DENOTES CENTERLINE OF STREET
  - R.S. DENOTES RECORD OF SURVEY, BOOK-PAGE, S.J.C.R.
  - P.M. DENOTES PARCEL MAP, BOOK-PAGE, S.J.C.R.
  - (M) MEASURED
  - B.D. DENOTES BRASS DISK (SEE MONUMENTS SET)
  - I.N. DENOTES INSTRUMENT NUMBER
  - D.N. DENOTES DOCUMENT NUMBER
  - W.C. DENOTES WITNESS CORNER
  - ||||| DENOTES RESTRICTED ACCESS

- NOTES:**
- THIS SUBDIVISION CONSISTS OF 15 LOTS CONTAINING 4.22 ACRES GROSS.
  - A SOILS STUDY OF THIS SITE WAS PREPARED BY NEIL O. ANDERSON & ASSOCIATES, FILE NO. LG04-562 DATED JANUARY 7, 2005.
  - THE P.U.E. DEDICATION GIVES THE CITY, OWNERS OF PUBLIC UTILITIES AND OWNERS OF CABLE T.V. FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
  - REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHT-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT WHEN REQUESTED BY THE CITY.
  - THERE EXISTS A 1.00' GAP BETWEEN PROPERTIES CREATED BY GRANT DEEDS 1094 O.R. 362 AND 1151 O.R. 9, S.J.C.R.

- MONUMENTS SET:**
- 3/4\" REBAR, 24\" LONG, CAP ATTACHED AND STAMPED \"L.S. 6173\" SHOWN THIS: ○
  - 1\" DIAMETER X 1-1/2\" LONG BRASS DISK IN CONCRETE STAMPED \"L.S. 6173\", SET AT A 2.00' WITNESS CORNER ON RADIAL BEARING FOR ALL RIGHT-OF-WAY BEGINNING, END AND POINT OF REVERSE CURVES.
  - SET A 2.00' WITNESS CORNER ON LOT LINE PROJECTION FOR FRONT LOT CORNERS FACING A ROADWAY (ABOVE MENTIONED BRASS DISK)
  - 1/2\" REBAR, 24\" LONG, CAP ATTACHED AND STAMPED \"L.S. 6173\" WILL BE SET AT A 1.00' OFFSET ON LOT LINE OF REAR LOT CORNERS, SHOWN THIS: |
  - MONUMENT BOX WITH ABOVE-MENTIONED 3/4\" REBAR ENCLOSED, SHOWN THIS: ⊙
  - UNLESS OTHERWISE NOTED

**BASIS OF BEARINGS:**

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15 WHICH BEARS SOUTH 89°12'15\" EAST AS SHOWN ON THE MAP FILED IN BOOK 22 OF PARCEL MAPS, AT PAGE 65, SAN JOAQUIN COUNTY RECORDS.

- REFERENCES:**
- (R1) RECORD PER: R.S. 35-58
  - (R2) RECORD PER: M.&P. 37-98
  - (R3) RECORD PER: P.M. 22-65
  - (R4) RECORD PER: M. & P. 17-128
  - (R5) I.N. 92078915 (SEE NOTE 5)

**TRACT No. 3482  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
VINTAGE OAKS**

BEING A PORTION OF THE NORTH 5 ACRES OF THE WEST 20 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

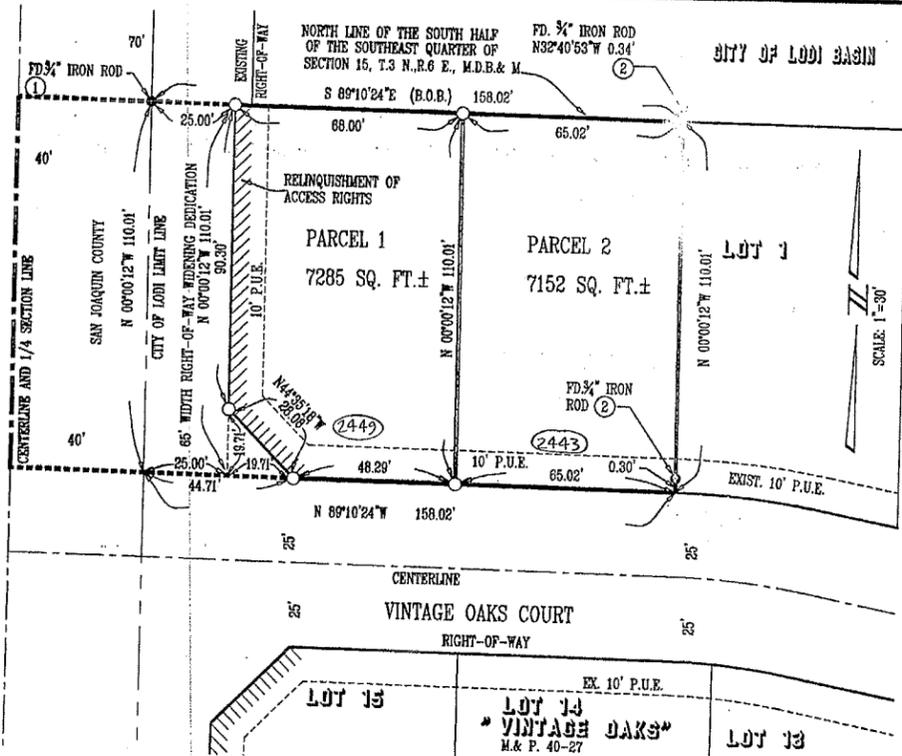
APRIL, 2005  
SHEET 3 OF 3

REFER TO TENTATIVE MAP APPLICATION NO. 004-S-008

40-27B

STREET EASEMENT D.N. 2004-194520

LOWER SACRAMENTO ROAD



- LEGEND:**
- S.F.M. SEARCHED, FOUND NOTHING
  - FD. FOUND
  - SEC. SECTION
  - P.M. PARCEL MAP
  - R.S. RECORD OF SURVEY
  - M. & P. MAPS AND PLATS
  - REF. REFERENCE
  - E.O.B. BASIS OF BEARINGS
  - P.U.E. PUBLIC UTILITY EASEMENT
  - RESTRICTED ACCESS
- SET 3/4" X 30" IRON ROD CAPPED AND STAMPED L.S. 7889, UNLESS OTHERWISE NOTED.
  - FD. MONUMENT AS NOTED.

- REFERENCES**
- ① P.M. 22-65
  - ② M&P 40-27

**BAUMBACH & PIAZZA, INC.**  
 CIVIL ENGINEERS  
 SURVEYORS  
 LODI, CALIF.

**PARCEL MAP** of  
 BEING A PORTION OF THE NORTH 5 ACRES OF THE WEST  
 20 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF  
 SECTION 15, T.3 N., R.6 E., M.D.B. & M.,  
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA  
 JUNE, 2005 SCALE: 1" = 30'

**BASIS OF BEARINGS:**  
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, AS SHOWN ON M. & P. 40-27 AS S 89°10'24"E.

**SURVEYOR'S STATEMENT:**  
 THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN D. GERLACK ON DECEMBER 23, 2004. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 13<sup>TH</sup> DAY OF OCTOBER, 2005  
*Joshua Cook Elson*  
 JOSHUA COOK ELSON, L.S. 7889  
 LICENSE EXPIRATION DATE: 12/31/06



**PUBLIC WORKS DIRECTOR'S STATEMENT:**  
 THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. PURSUANT TO THE AUTHORITY OF ORDINANCE NO. 1302 OF THE CITY OF LODI, I ACCEPT ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS THE 65-FOOT ROAD RIGHT-OF-WAY WIDENING ALONG LOWER SACRAMENTO ROAD THE 19.71-FOOT BY 19.71-FOOT CORNER CUT-OFF, RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF PARCEL 1 TO AND FROM LOWER SACRAMENTO ROAD ALL AS SHOWN ON THIS PARCEL MAP.

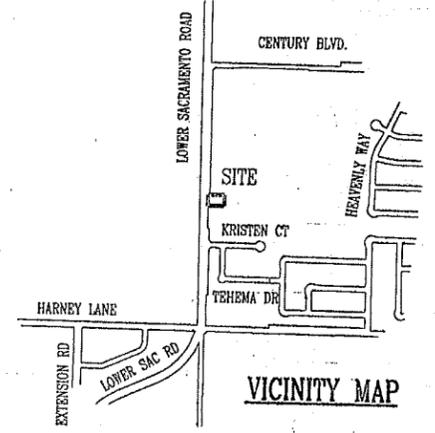
DATED THIS 13<sup>TH</sup> DAY OF OCTOBER, 2005  
*Richard C. Prima, Jr.*  
 RICHARD C. PRIMA, JR., R.C.E. 28183  
 PUBLIC WORKS DIRECTOR EX OFFICIO CITY CLERK  
 OF THE CITY OF LODI  
 REGISTRATION EXPIRATION DATE: 3-31-06



**RECORDER'S STATEMENT:**  
 FILED THIS 3<sup>RD</sup> DAY OF MARCH, 2006, AT \_\_\_\_\_ M. IN BOOK  
23 OF PARCEL MAPS, AT PAGE 180, AT THE REQUEST OF  
 JOSHUA COOK ELSON.

FEE: \$ \_\_\_\_\_  
 GARY W. FREEMAN  
 ASSESSOR-RECORDER-COUNTY CLERK  
 BY: \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER

- NOTES:**
1. REFER TO CITY OF LODI TENTATIVE MAP APPLICATION # 05-P-003.
  2. ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
  3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
  4. THE P.U.E. DEDICATION TO THE CITY OF LODI GIVES THE CITY, OWNERS OF PUBLIC UTILITIES, OWNERS OF CABLE T.V. FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE, AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
  5. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY AND EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY ON PARCELS 1 AND 2.



**OWNERS' STATEMENT:**  
 WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS THE 65-FOOT ROAD RIGHT-OF-WAY WIDENING ALONG LOWER SACRAMENTO ROAD THE 19.71-FOOT BY 19.71-FOOT CORNER CUT-OFF, RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF PARCEL 1 TO AND FROM LOWER SACRAMENTO ROAD, ALL AS SHOWN ON THIS PARCEL MAP.

JOHN D. GERLACK AND BARBARA A. GERLACK, TRUSTEES OF  
 GERLACK FAMILY LIVING TRUST, DATED FEBRUARY 2, 1991  
 DATED THIS 13<sup>TH</sup> DAY OF OCTOBER, 2005.

*John D. Gerlack*  
 JOHN D. GERLACK, TRUSTEE  
*Barbara A. Gerlack*  
 BARBARA A. GERLACK, TRUSTEE

STATE OF CALIFORNIA  
 COUNTY OF ~~San Joaquin~~  
 ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ NOTARY PUBLIC,  
 PERSONALLY APPEARED \_\_\_\_\_ AND \_\_\_\_\_  
 (PERSONALLY KNOWN TO ME) [PROVED TO ME ON THE BASIS OF  
 SATISFACTORY EVIDENCE] TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE)  
 SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT  
 (HE) (SHE) (THEY) EXECUTED THE SAME IN (HIS) (HER) (THEIR) AUTHORIZED CAPACIT(Y)(IES),  
 AND THAT BY (HIS) (HER) (THEIR) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR  
 THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED  
 THE INSTRUMENT.  
 WITNESS MY HAND:  
 \_\_\_\_\_  
 NOTARY PUBLIC IN AND FOR THE  
 ABOVE-MENTIONED STATE AND COUNTY  
 MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF CALIFORNIA  
 COUNTY OF San Joaquin  
 ON 10/13/05 BEFORE ME, Julie Kenkel NOTARY PUBLIC,  
 PERSONALLY APPEARED John D. Gerlack AND  
Barbara A. Gerlack (PERSONALLY KNOWN TO ME) [PROVED TO ME ON THE BASIS OF  
 SATISFACTORY EVIDENCE] TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE)  
 SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT  
 (HE) (SHE) (THEY) EXECUTED THE SAME IN (HIS) (HER) (THEIR) AUTHORIZED CAPACIT(Y)(IES),  
 AND THAT BY (HIS) (HER) (THEIR) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR  
 THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED  
 THE INSTRUMENT.  
 WITNESS MY HAND:  
*Julie Kenkel*  
 NOTARY PUBLIC IN AND FOR THE  
 ABOVE-MENTIONED STATE AND COUNTY  
 MY COMMISSION EXPIRES: 12-3-05

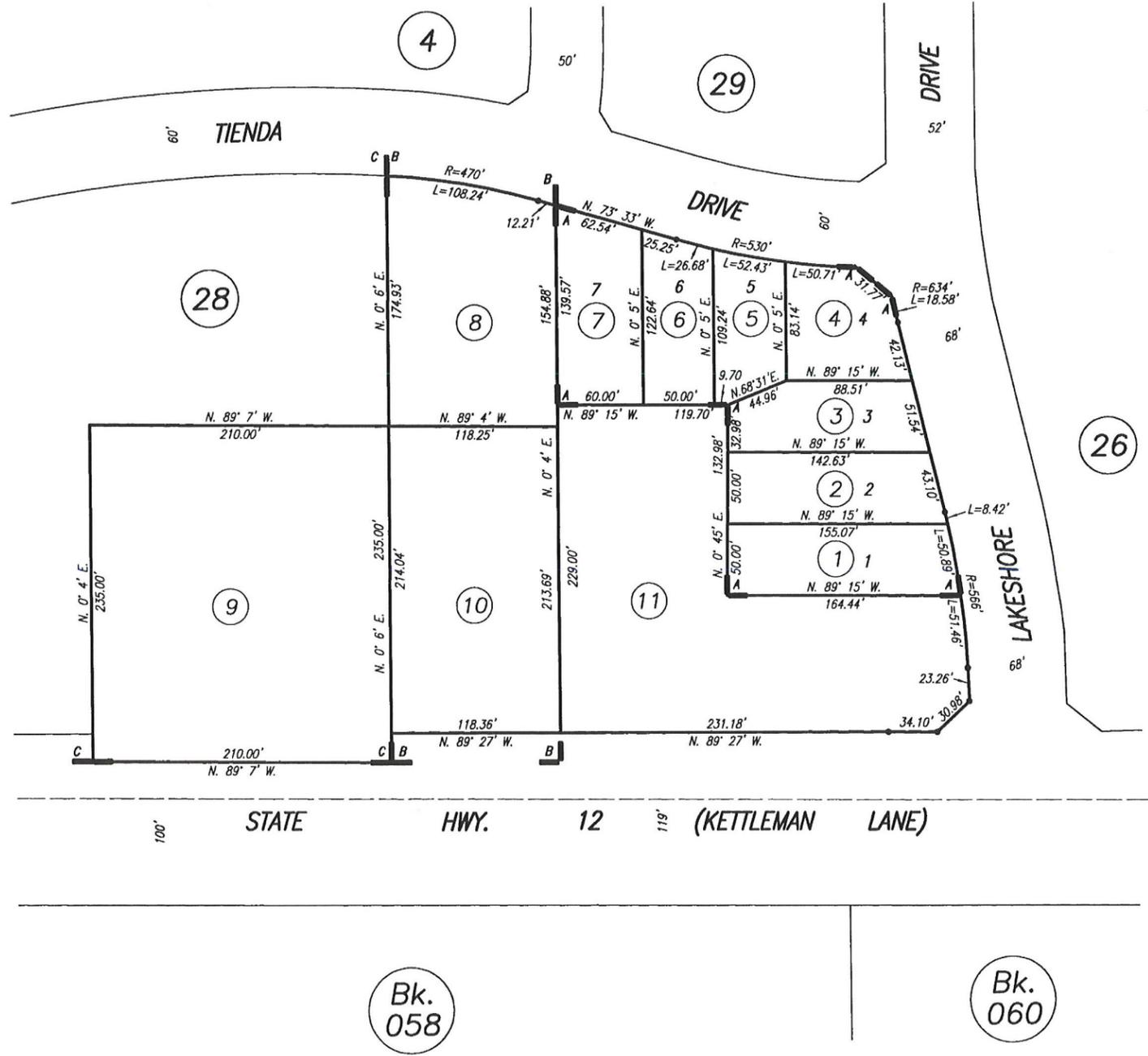
23-180  
 005 P 007  
 3913-A

POR. S.W. 1/4 SEC. 11 T.3N. R.6E., M.D.B.&M.  
 A - LAKESHORE PROPERTIES

THIS MAP IS FOR  
 ASSESSMENT USE ONLY

031-33

ZONE 10



City of Lodi, Community Development Department, Received 11/18/2005

HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
06-07	11		

CITY OF LODI  
 Assessor's Map Bk.301 Pg.33  
 County of San Joaquin, Calif.

06-07

A - R. M. Bk. 40 Pg. 023  
 B - P. M. Bk. 22 Pg. 110  
 C - P. M. Bk. 07 Pg. 125

NOTE: Assessor's Parcel Numbers Shown in Circles.  
 Assessor's Block Numbers Shown in Ellipses.

40-23

**OWNERS'/BENEFICIARY'S STATEMENT:**

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

DATED THIS 8<sup>TH</sup> DAY OF APRIL, 2005.

David S. Wilson  
DAVID S. WILSON, AS OWNER

DATED THIS 8<sup>TH</sup> DAY OF April, 2005.

Sandra W. Wilson  
SANDRA W. WILSON, AS OWNER

DATED THIS 20<sup>TH</sup> DAY OF APRIL, 2005.

PLACER SIERRA BANK, A CALIFORNIA BANKING CORPORATION, SUCCESSOR BY MERGER WITH BANK OF LODI, N.A., A NATIONAL BANKING ASSOCIATION, AS BENEFICIARY

Scott Holtzhaus

Senior Vice President

DOC # 2005-241706  
09/27/2005 02:04P Fee:10.00  
Page 1 of 2  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-County Clerk  
Paid by SIGNER ON DOCUMENT

STATE OF CALIFORNIA  
COUNTY OF SANTA JOAQUIN Clara

ON 4/8/05, BEFORE ME, S.E. Fiddler, NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. WILSON AND SANDRA W. WILSON, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

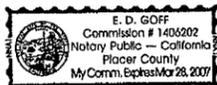
WITNESS MY HAND:  
S.E. Fiddler  
NOTARY PUBLIC IN AND FOR THE ABOVE-MENTIONED STATE AND COUNTY  
MY COMMISSION EXPIRES: 12/17/08



STATE OF CALIFORNIA  
COUNTY OF PLACER

ON APRIL 20, 2005, BEFORE ME, E.D. GOFF, NOTARY PUBLIC, PERSONALLY APPEARED SCOTT HOLTZHAUS, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:  
E.D. Goff  
NOTARY PUBLIC IN AND FOR THE ABOVE-MENTIONED STATE AND COUNTY  
MY COMMISSION EXPIRES: MARCH 28, 2007

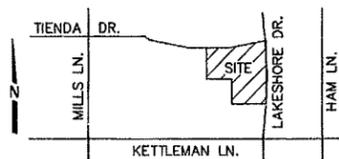


D.D. SHEET NO. 15A

**TRACT NO. 3515**  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
**LAKESHORE PROPERTIES**  
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 11, T.3N., R.6E., M.D.B.&M., CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

**DILLON & MURPHY**  
CONSULTING CIVIL ENGINEERS  
ENGINEERING • PLANNING • SURVEYING

APRIL, 2005  
SHEET 1 OF 2



VICINITY MAP  
N.T.S.

**CITY CLERK'S STATEMENT:**

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 21 DAY OF September, 2005, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA, IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 26 DAY OF September, 2005.

Susan J. Blackston  
SUSAN J. BLACKSTON, CITY CLERK  
AND CLERK OF THE CITY COUNCIL



**NOTES:**

- REFER TO TENTATIVE MAP APPLICATION NO. 05-S-002.
- THE P.U.E. DEDICATION TO THE CITY GIVES THE CITY, OWNERS OF PUBLIC UTILITIES AND OWNERS OF CABLE TV FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
- THIS SUBDIVISION CONTAINS 1.07± ACRES GROSS.
- THIS SITE IS NOT SUBJECT TO A 100-YEAR FLOOD.
- ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
- REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY.
- A 5-FOOT PRIVATE EASEMENT OVER LOT 3 FOR SANITARY SEWER SERVICE PURPOSES BENEFITING LOT 4 TO BE DEDICATED BY SEPARATE INSTRUMENT CONCURRENT WITH PARCEL CONVEYANCE.

**ENGINEER'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DAVID S. WILSON ON MARCH 14, 2005. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 13<sup>TH</sup> DAY OF April, 2005.

Cecil Dillon  
CECIL DILLON R.C.E. 25835  
REGISTRATION EXPIRATION DATE: 12-31-05

**PUBLIC WORKS DIRECTOR'S STATEMENT:**

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 23<sup>RD</sup> DAY OF September, 2005.

Richard C. Prima, Jr.  
RICHARD C. PRIMA, JR., R.C.E. 28183  
PUBLIC WORKS DIRECTOR  
REGISTRATION EXPIRATION DATE: 3-31-06



**COUNTY SURVEYOR'S STATEMENT:**

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 17<sup>TH</sup> DAY OF JUNE, 2005.

Jeff D. Lund  
for THOMAS R. FLINN, RCE 23341  
COUNTY SURVEYOR OF SAN JOAQUIN COUNTY, CALIFORNIA  
REGISTRATION EXPIRATION DATE: 12-31-05



**RECORDER'S STATEMENT:**

FILED THIS 27 DAY OF September, 2005, AT 2:04 P.M. IN BOOK 40 OF MAPS AND PLATS, AT PAGE 23, AT THE REQUEST OF CECIL DILLON.

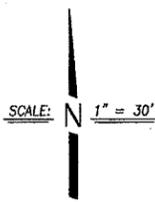
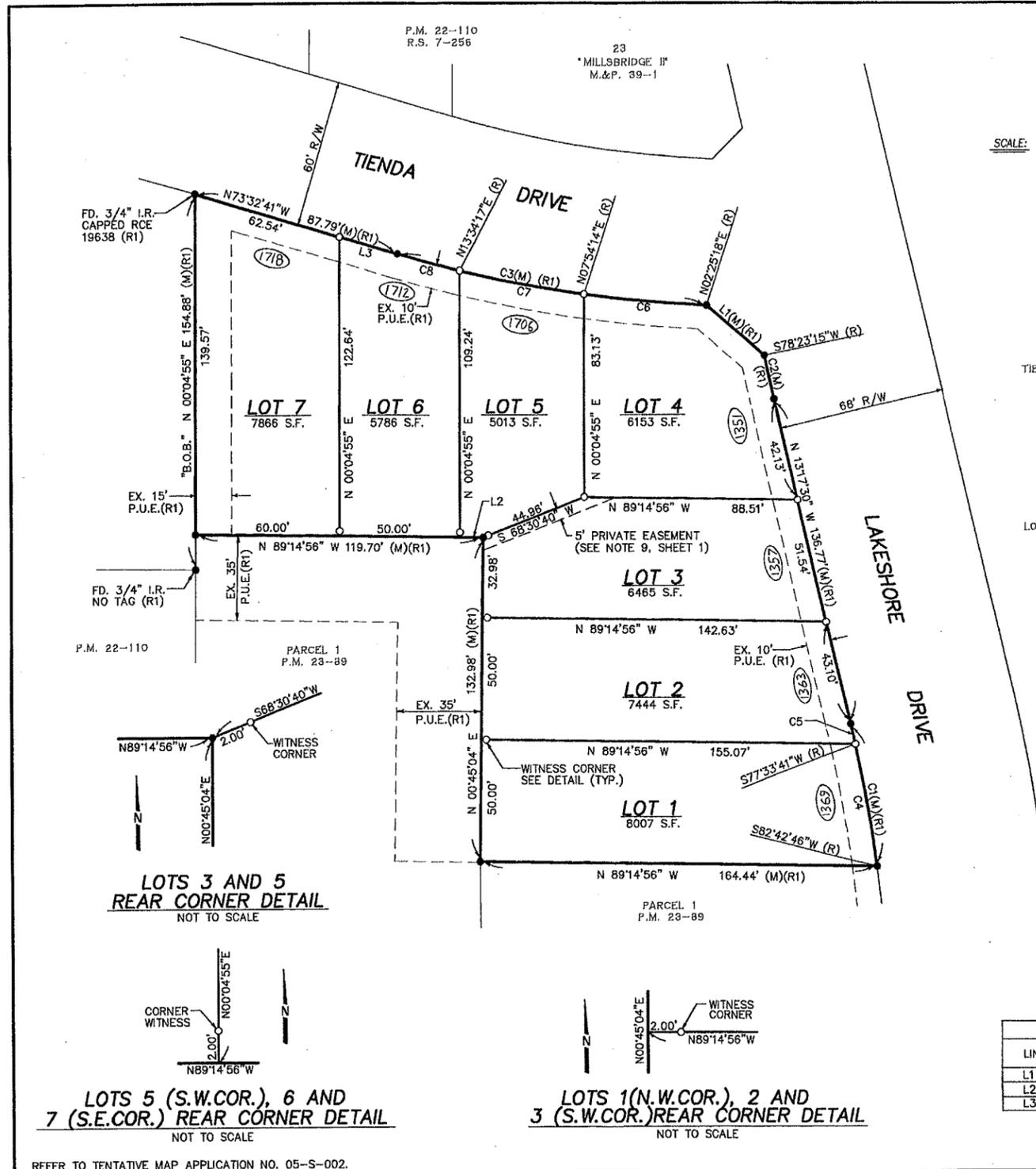
FEES: \$ 10.00

Gary W. Freeman  
GARY W. FREEMAN  
ASSESSOR-RECORDER-COUNTY CLERK  
BY: Chantima Moreno  
ASSISTANT/DEPUTY RECORDER

0416/PHASE2/FINALMAP

40-23 005S002-1

40-23A



TIENDA PLACE, UNIT No. 1  
M.&P. 36-60

Lot C

**TRACT NO. 3515**  
 SUBDIVISIONS OF SAN JOAQUIN COUNTY  
**LAKE SHORE PROPERTIES**  
 BEING A PORTION OF THE SOUTHWEST QUARTER OF  
 SECTION 11, T.3N., R.6E.,  
 M.D.B.&M.,  
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA  
**DILLON & MURPHY**  
 CONSULTING CIVIL ENGINEERS  
 ENGINEERING • PLANNING • SURVEYING  
 APRIL, 2005  
 SHEET 2 OF 2

**BASIS OF BEARINGS:**  
 THE WESTERLY PROPERTY LINE OF PARCELS 1 AND 2 OF THAT CERTAIN MAP FILED FOR RECORD IN BOOK 23 OF PARCEL MAPS, AT PAGE 89, SAN JOAQUIN COUNTY RECORDS, BEARS N 00° 04' 55" E.

**MONUMENTS SET:**  
 3/4" X 30" IRON ROD WITH CAP STAMPED R.C.E. 25835 AND SHOWN THUS , UNLESS OTHERWISE NOTED.

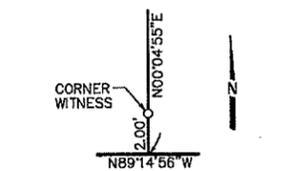
- LEGEND:**
- FOUND 3/4" I.R. CAPPED AND STAMPED R.C.E. 25835 (R1) UNLESS OTHERWISE NOTED.
  - P.M. PARCEL MAP
  - FD. FOUND
  - I.R. IRON ROD
  - R.S. RECORD OF SURVEY
  - M.&P. MAPS AND PLATS
  - "B.O.B." BASIS OF BEARINGS
  - S.F.N. SEARCHED, FOUND NOTHING
  - P.U.E. PUBLIC UTILITY EASEMENT
  - (R1) P.M. 23-89
  - (R2) P.M. 22-110
  - (R3) M.&P. 36-60
  - R/W RIGHT-OF-WAY
  - S.F. SQUARE FEET
  - (M) MEASURED

**NOTE:**  
 ALL LOT DIMENSIONS SHOWN ALONG LOT LINES THAT CONTAIN A WITNESS CORNER ARE FROM LOT CORNER TO LOT CORNER.

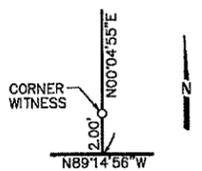
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	59.31'	566.00'	06°00'16"	S 10°17'22" E 59.29'
C2	18.58'	634.00'	01°40'45"	N 12°27'08" W 18.58'
C3	129.82'	530.00'	14°02'01"	S 80°33'45" E 129.49'
C4	50.89'	566.00'	05°09'05"	N 09°51'47" W 50.87'
C5	8.42'	566.00'	00°51'11"	N 12°51'54" W 8.43'
C6	50.71'	530.00'	05°28'56"	N 84°50'14" W 50.69'
C7	52.43'	530.00'	05°40'03"	N 79°15'45" W 52.40'
C8	26.68'	530.00'	02°53'02"	N 74°59'27" W 26.68'

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.77'	S 49°37'16" E
L2	9.70'	S 89°14'56" E
L3	25.25'	N 73°32'41" W

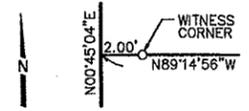
**LOTS 3 AND 5 REAR CORNER DETAIL**  
 NOT TO SCALE



**LOTS 5 (S.W.COR.), 6 AND 7 (S.E.COR.) REAR CORNER DETAIL**  
 NOT TO SCALE



**LOTS 1 (N.W.COR.), 2 AND 3 (S.W.COR.) REAR CORNER DETAIL**  
 NOT TO SCALE



REFER TO TENTATIVE MAP APPLICATION NO. 05-S-002.

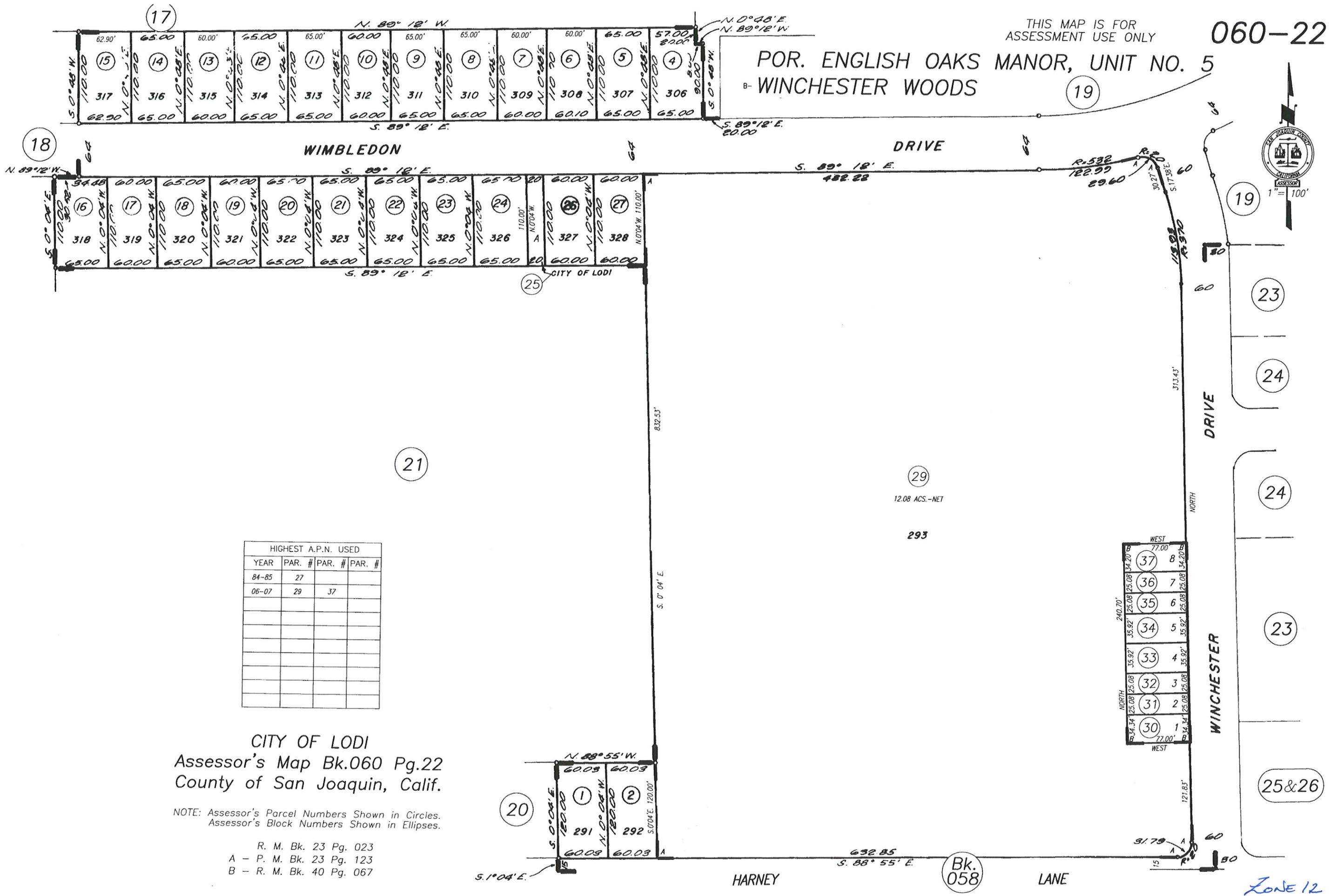
005S002-2  
 0416/PHASE2/FINALMAP

40-23A

THIS MAP IS FOR ASSESSMENT USE ONLY

060-22

POR. ENGLISH OAKS MANOR, UNIT NO. 5  
B- WINCHESTER WOODS



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
84-85	27		
06-07	29	37	

CITY OF LODI  
Assessor's Map Bk.060 Pg.22  
County of San Joaquin, Calif.

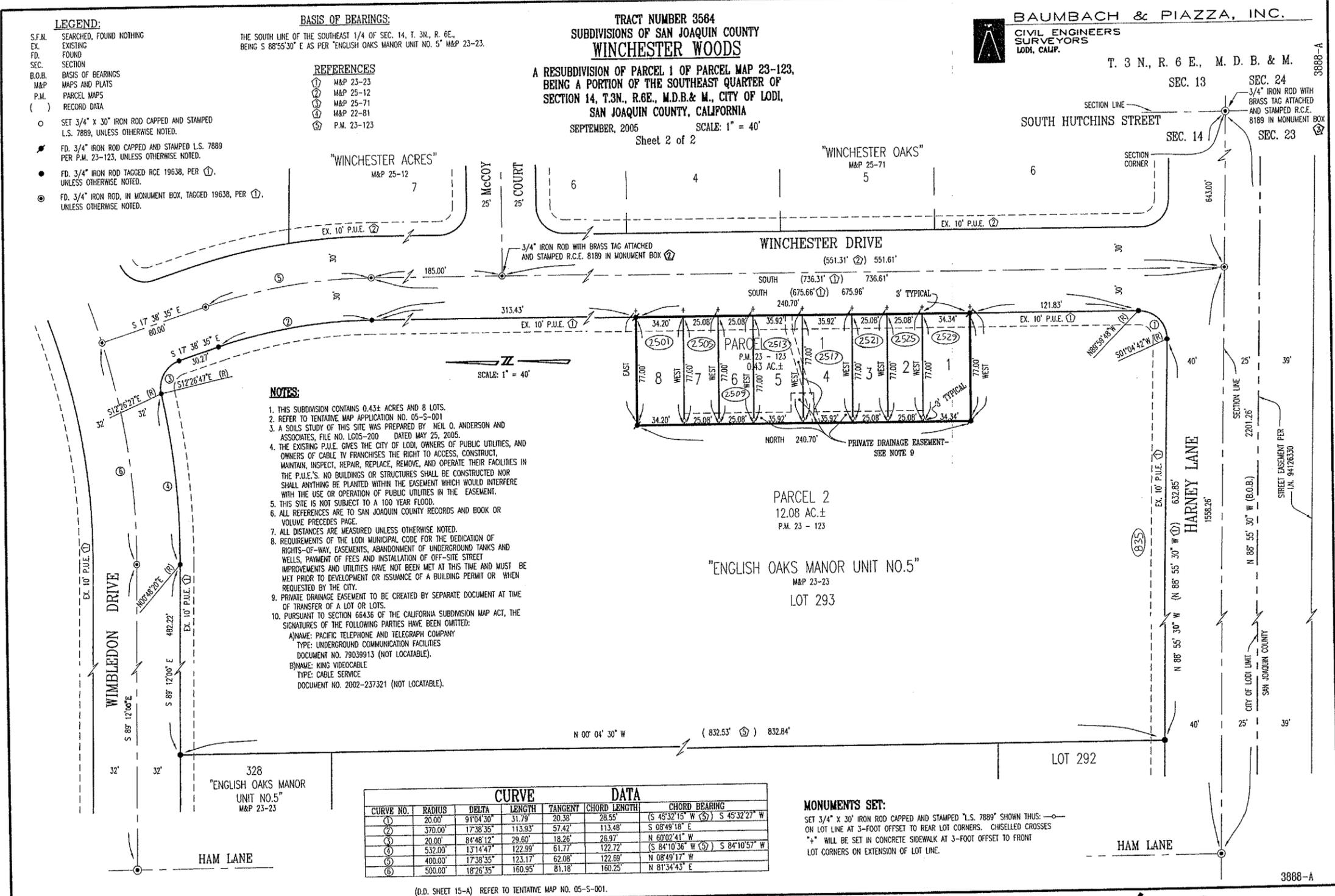
NOTE: Assessor's Parcel Numbers Shown in Circles.  
Assessor's Block Numbers Shown in Ellipses.

R. M. Bk. 23 Pg. 023  
A - P. M. Bk. 23 Pg. 123  
B - R. M. Bk. 40 Pg. 067

Bk. 058

ZONE 12

40-67A



- LEGEND:**
- S.F.N. SEARCHED, FOUND NOTHING
  - EX. EXISTING
  - FD. FOUND
  - SEC. SECTION
  - B.O.B. BASIS OF BEARINGS
  - M&P MAPS AND PLATS
  - P.M. PARCEL MAPS
  - ( ) RECORD DATA
  - SET 3/4" X 30" IRON ROD CAPPED AND STAMPED L.S. 7889, UNLESS OTHERWISE NOTED.
  - FD. 3/4" IRON ROD CAPPED AND STAMPED L.S. 7889 PER P.M. 23-123, UNLESS OTHERWISE NOTED.
  - FD. 3/4" IRON ROD TAGGED R.C.E. 19638, PER (1), UNLESS OTHERWISE NOTED.
  - FD. 3/4" IRON ROD, IN MONUMENT BOX, TAGGED 19638, PER (1), UNLESS OTHERWISE NOTED.

**BASIS OF BEARINGS:**  
THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 14, T. 3N., R. 6E., BEING S 88°55'30" E AS PER "ENGLISH OAKS MANOR UNIT NO. 5" M&P 23-23.

- REFERENCES**
- (1) M&P 23-23
  - (2) M&P 25-12
  - (3) M&P 25-71
  - (4) M&P 22-81
  - (5) P.M. 23-123

TRACT NUMBER 3564  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
**WINCHESTER WOODS**  
A RESUBDIVISION OF PARCEL 1 OF PARCEL MAP 23-123,  
BEING A PORTION OF THE SOUTHEAST QUARTER OF  
SECTION 14, T.3N., R.6E., M.D.B. & M., CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA  
SEPTEMBER, 2005 SCALE: 1" = 40'  
Sheet 2 of 2

**BAUMBACH & PIAZZA, INC.**  
CIVIL ENGINEERS  
SURVEYORS  
LODI, CALIF.  
T. 3 N., R. 6 E., M. D. B. & M.  
SEC. 13 SEC. 24  
SEC. 14 SEC. 23

- NOTES:**
1. THIS SUBDIVISION CONTAINS 0.43± ACRES AND 8 LOTS.
  2. REFER TO TENTATIVE MAP APPLICATION NO. 05-S-001
  3. A SOILS STUDY OF THIS SITE WAS PREPARED BY NEIL O. ANDERSON AND ASSOCIATES, FILE NO. LG05-200 DATED MAY 25, 2005.
  4. THE EXISTING P.U.E. GIVES THE CITY OF LODI, OWNERS OF PUBLIC UTILITIES, AND OWNERS OF CABLE TV FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE, AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
  5. THIS SITE IS NOT SUBJECT TO A 100 YEAR FLOOD.
  6. ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
  7. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
  8. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY.
  9. PRIVATE DRAINAGE EASEMENT TO BE CREATED BY SEPARATE DOCUMENT AT TIME OF TRANSFER OF A LOT OR LOTS.
  10. PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:  
A) NAME: PACIFIC TELEPHONE AND TELEGRAPH COMPANY  
TYPE: UNDERGROUND COMMUNICATION FACILITIES  
DOCUMENT NO. 79039913 (NOT LOCATABLE).  
B) NAME: KING VIDEOCABLE  
TYPE: CABLE SERVICE  
DOCUMENT NO. 2002-237321 (NOT LOCATABLE).

CURVE		DATA				
CURVE NO.	RADIUS	DELTA	LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
(1)	20.00'	91°04'30"	31.79'	20.38'	28.55'	(S 45°32'15" W (5)) S 45°32'27" W
(2)	370.00'	17°38'35"	113.93'	57.42'	113.48'	S 08°49'18" E
(3)	20.00'	84°48'12"	29.60'	18.26'	26.97'	N 60°02'41" W
(4)	532.00'	13°14'47"	122.99'	61.77'	122.72'	(S 84°10'36" W (5)) S 84°10'57" W
(5)	400.00'	17°38'35"	123.17'	62.08'	122.69'	N 08°49'17" W
(6)	500.00'	18°26'35"	160.95'	81.18'	160.25'	N 81°34'43" E

**MONUMENTS SET:**  
SET 3/4" X 30" IRON ROD CAPPED AND STAMPED "L.S. 7889" SHOWN THUS: —○—  
ON LOT LINE AT 3-FOOT OFFSET TO REAR LOT CORNERS. CHISELLED CROSSES  
"X" WILL BE SET IN CONCRETE SIDEWALK AT 3-FOOT OFFSET TO FRONT LOT CORNERS ON EXTENSION OF LOT LINE.

(D.D. SHEET 15-A) REFER TO TENTATIVE MAP NO. 05-S-001.

40-67A 005S001-2

## 9. FISCAL YEAR 2020/21 ASSESSMENT ROLL

---

The assessment roll for each zone is shown on the following pages. The description of each lot or parcel as part of the records of the County Assessor of the County of San Joaquin are, by reference, made part of this Report.







**CITY OF LODI**  
**CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**Assessment Roll**  
**Fiscal Year 2020/21**

Zone	APN	Property Type	Lot Size	Benefit Points	Benefit Factor (DUE)	Benefit Units	Rate per Benefit Unit	Rate per DUE	Total Assessment	Rounding Adjustment	Applied Assessment
2	058-580-58	Single Family Residential	0.152	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-59	Single Family Residential	0.175	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-60	Single Family Residential	0.178	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-61	Single Family Residential	0.172	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-62	Single Family Residential	0.169	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-63	Single Family Residential	0.180	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-64	Single Family Residential	0.180	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-65	Single Family Residential	0.177	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-66	Single Family Residential	0.179	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-67	Single Family Residential	0.180	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-68	Single Family Residential	0.180	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-69	Single Family Residential	0.180	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
3	031-040-14	Single Family Residential	0.204	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-15	Single Family Residential	0.204	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-38	Single Family Residential	0.181	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-44	Single Family Residential	0.117	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-45	Single Family Residential	0.193	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-46	Single Family Residential	0.125	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-47	Single Family Residential	0.128	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-48	Single Family Residential	0.140	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-49	Single Family Residential	0.131	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-01	Single Family Residential	0.178	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-02	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-03	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-04	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-05	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-06	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-07	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-08	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-09	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-10	Single Family Residential	0.156	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-11	Single Family Residential	0.143	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-12	Single Family Residential	0.153	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-13	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-14	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-15	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-16	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-17	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-18	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-19	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-20	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-21	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-22	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-23	Single Family Residential	0.126	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-24	Single Family Residential	0.142	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-25	Single Family Residential	0.143	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-26	Single Family Residential	0.143	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-27	Single Family Residential	0.146	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-28	Single Family Residential	0.159	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-29	Single Family Residential	0.167	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-30	Single Family Residential	0.130	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-01	Single Family Residential	0.117	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-02	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-03	Single Family Residential	0.118	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-04	Single Family Residential	0.114	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-05	Single Family Residential	0.116	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-06	Single Family Residential	0.116	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-07	Single Family Residential	0.118	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-08	Single Family Residential	0.116	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-09	Single Family Residential	0.114	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-10	Single Family Residential	0.114	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-11	Multi-Family Residential (Duplex)	0.179	1	2.00	2.000	18.36	18.36	36.72	0.00	36.72
4	062-630-12	Multi-Family Residential (Duplex)	0.165	1	2.00	2.000	18.36	18.36	36.72	0.00	36.72
4	062-630-13	Single Family Residential	0.116	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-14	Multi-Family Residential (Duplex)	0.171	1	2.00	2.000	18.36	18.36	36.72	0.00	36.72











**CITY OF LODI**  
**CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**Assessment Roll**  
**Fiscal Year 2020/21**

Zone	APN	Property Type	Lot Size	Benefit Points	Benefit Factor (DUE)	Benefit Units	Rate per Benefit Unit	Rate per DUE	Total Assessment	Rounding Adjustment	Applied Assessment
8	058-640-09	Single Family Residential	0.234	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-10	Single Family Residential	0.240	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-11	Single Family Residential	0.241	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-12	Single Family Residential	0.258	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-13	Single Family Residential	0.282	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-14	Single Family Residential	0.193	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-15	Single Family Residential	0.183	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-16	Single Family Residential	0.163	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-17	Single Family Residential	0.164	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
9	045-340-01	Single Family Residential	0.142	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-02	Single Family Residential	0.130	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-03	Single Family Residential	0.129	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-04	Single Family Residential	0.127	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-05	Single Family Residential	0.126	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-06	Single Family Residential	0.125	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-07	Single Family Residential	0.123	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-08	Single Family Residential	0.122	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-09	Single Family Residential	0.120	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-10	Single Family Residential	0.104	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-11	Single Family Residential	0.093	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
11	058-570-67	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-68	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-69	Multi-Family Residential (Duplex)	0.304	3	2.00	6.000	18.36	55.08	110.16	0.00	110.16
11	058-570-70	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-71	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-72	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-73	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
13	049-340-12	Industrial	4.690	1	18.76	18.760	18.36	18.36	344.43	(0.01)	344.42
13	049-340-15	Industrial	0.610	1	2.44	2.440	18.36	18.36	44.80	0.00	44.80
13	049-340-16	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-17	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-18	Industrial	0.460	1	1.84	1.840	18.36	18.36	33.78	0.00	33.78
13	049-340-19	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-20	Industrial	1.919	1	7.68	7.676	18.36	18.36	140.93	(0.01)	140.92
13	049-340-36	Industrial	13.890	1	55.56	55.560	18.36	18.36	1,020.08	0.00	1,020.08
14	027-450-01	Single Family Residential	0.144	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-02	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-03	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-04	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-05	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-06	Single Family Residential	0.145	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-07	Single Family Residential	0.145	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-08	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-09	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-10	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-11	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-12	Single Family Residential	0.145	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-13	Single Family Residential	0.143	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-14	Single Family Residential	0.133	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-15	Single Family Residential	0.139	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-16	Single Family Residential	0.127	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
15	049-330-10	Industrial	0.555	1	2.22	2.220	18.36	18.36	40.76	0.00	40.76
15	049-330-11	Industrial	2.500	1	10.00	10.000	18.36	18.36	183.60	0.00	183.60
15	049-330-23	Industrial	5.180	1	20.72	20.720	18.36	18.36	380.42	0.00	380.42
15	049-340-38	Industrial	0.832	1	3.33	3.328	18.36	18.36	61.10	0.00	61.10
16	031-330-10	Commercial or Office	0.580	1	2.90	2.900	18.36	18.36	53.24	0.00	53.24
16	058-160-86	Commercial or Office	1.092	1	5.46	5.460	18.36	18.36	100.25	(0.01)	100.24
<b>TOTALS:</b>					<b>772.732</b>	<b>1,858.732</b>			<b>\$34,126.32</b>	<b>(\$0.06)</b>	<b>\$34,126.26</b>

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
INITIATING PROCEEDINGS FOR THE LEVY AND  
COLLECTION OF ASSESSMENTS FOR THE LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE  
DISTRICT NO. 2003-1 FOR FISCAL YEAR 2020/21

=====

WHEREAS, the Council previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) ("Act") to establish the Lodi Consolidated Landscape Maintenance District No. 2003-1 ("Assessment District"); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:

1. Annual Report: The Lodi City Council hereby orders NBS to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2020 and ending June 30, 2021.
2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

Dated: May 20, 2020

=====

I, hereby certify that the foregoing Resolution No. \_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi at a regular meeting held May 20, 2020 by the following vote:

AYES: COUNCILMEMBERS -

NOES: COUNCILMEMBERS -

ABSENT: COUNCILMEMBERS -

ABSTAINED: COUNCILMEMBERS -

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_\_

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE ANNUAL REPORT FOR THE LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE  
DISTRICT NO. 2003-1 FOR FISCAL YEAR 2020/21

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) ("Act") to establish the Lodi Consolidated Landscape Maintenance District No. 2003-1 ("Assessment District"); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act; and

WHEREAS, the City Council has, by previously adopted resolution, ordered NBS to prepare and file such Annual Report; and

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE LODI CITY COUNCIL, AS FOLLOWS:

- 1. Approval of Report: The Council hereby approves the Annual Report concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2020 and ending June 30, 2021.

Dated: May 20, 2020

I, hereby certify that the foregoing Resolution No. \_\_\_\_ was passed and adopted by the City Council of the City of Lodi at a regular meeting held May 20, 2020 by the following vote:

AYES: COUNCILMEMBERS -

NOES: COUNCILMEMBERS -

ABSENT: COUNCILMEMBERS -

ABSTAINED: COUNCILMEMBERS -

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
DECLARING ITS INTENTION TO LEVY AND COLLECT  
ASSESSMENTS FOR THE LODI CONSOLIDATED  
LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
FOR FISCAL YEAR 2020/21

=====

WHEREAS, the Council previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (“Act”) to establish the Lodi Consolidated Landscape Maintenance District No. 2003-1 (“Assessment District”); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE LODI CITY COUNCIL AS FOLLOWS:

1. Intention: The Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2020 and ending June 30, 2021. The Council finds that the public’s best interest requires such action.
2. Improvements: The Improvements include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.
3. Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
4. Annual Report: Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
5. Notice of Public Hearing: The Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with §22629 of the Act. All objections to the assessment, if any, will be considered by the Council. The Public Hearing will be held on Wednesday June 17<sup>th</sup>, 2020 at 7:00 p.m. or as soon thereafter as is feasible in the Council Chambers located at 221 W. Pine Street, Lodi, CA

95240. The Council further orders the City Clerk to publish notice of this resolution in accordance with §22626 of the Act.

6. Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in §54954.6 of the Government Code).

Dated: May 20, 2020

=====

I, hereby certify that the foregoing Resolution No. \_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi at a regular meeting held May 20, 2020 by the following vote:

AYES: COUNCILMEMBERS -  
NOES: COUNCILMEMBERS -  
ABSENT: COUNCILMEMBERS -  
ABSTAINED: COUNCILMEMBERS -

PAMELA M. FARRIS  
Assistant City Clerk

2020-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Set Public Hearing for June 3, 2020 to Consider Adopting a Resolution Amending the Procedures for Review of Growth Allocation Applications

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Community Development Director

**RECOMMENDED ACTION:** Set public hearing for June 3, 2020, to consider adopting a resolution amending the procedures for review of Growth Allocation applications.

**BACKGROUND INFORMATION:** Certain provisions of Resolution No. 91-171 related to the scheduling and review of applications for Growth Allocations are either inconsistent with general City practices or are problematic from an applicant's perspective.

The City Council established the City of Lodi Growth Manage Program with adoption of Ordinance No. 1521 and established review procedures with adoption of Resolution No. 91-171 (Guidelines, Content and Time Frames). The proposed amendments would modify the following provisions of Resolution No. 91-171:

- Section B. Development Schedule. Allow Planning Commission to review Growth Allocations and Tentative Maps concurrently. Current language requires the Growth Allocation to be approved before a Tentative Map application can be accepted.
- Section C. Processing of Application for Growth Allocation. Modify procedures as follows:
  - Applications to be accepted at any time. Current regulations only allow Growth Allocation applications to be submitted from July 1 through October 1 of each year.
  - Allow an application for Growth Allocation to be submitted prior to or concurrent with a Tentative Map application. Current language requires the Growth Allocation to be approved before a Tentative Map application can be accepted.
  - Restate that Planning Commission would recommend on the requested allocation and City Council would take final action.
  - Restate that no Tentative Map may be approved without prior approval of Growth Allocation.
  - Remove discussion of CEQA review from Growth Allocation procedures. CEQA review will be completed as required consistent with the provisions of CEQA.
  - Allow applications below 40 units to be approved administratively.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
John R. Della Monica Jr.  
Community Development Director

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Receive Direction Regarding 2020 Downtown Concrete Cleaning

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Receive direction regarding 2020 Downtown Concrete Cleaning.

**BACKGROUND INFORMATION:** In 1998, the City’s Central City Revitalization Improvement Project installed yellow colored concrete on School Street from Lodi Avenue to Locust Street. As part of the maintenance, the colored concrete should be cleaned periodically. Last year when the staff brought this project to the Council, the Council requested that this project be done annually.

This project was approved by council on March 18, 2020 and the bid opening was on April 29, 2020. The City only received the following (one) bid:

Bidder	Location	Bid	Above/(Below) Estimate
Engineer’s Estimate		\$ 22,000	
Sure Clean, Inc.	Cool, CA	\$ 21,495	\$(505)

Per the City Manager’s direction, all projects utilizing General Funds and/or Street Funds are being reviewed to determine if they can be postponed without significant public impact. This request for direction results from the anticipated reduction in funds collected from sales tax, hotel tax, and gas tax related to COVID-19 and the consideration that activity in the downtown area is expected to be reduced for the next several months. This project can be postponed to 2021 with a relatively minimal impact to the public; however, if Council desires the project to go forward, Staff has existing authority to award the contract.

**FISCAL IMPACT:** Not Applicable

**FUNDING AVAILABLE:** Not Applicable

Charles E. Swimley, Jr.  
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer  
CES/SN/tc

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Direction Regarding Lease of City Property Located at 111 North Stockton Street

**MEETING DATE:** May 20, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Receive direction regarding lease of City property located at 111 South Stockton Street.

**BACKGROUND INFORMATION:** On February 5, 2020, Council authorized Staff to solicit proposals for a long term lease agreement for the City owned buildings located at 100 East Pine Street and 125 North Stockton Street (the address reflected in the February 5, 2020 staff report for the North Stockton Street facility was represented incorrectly. The correct address is 111 North Stockton Street).

Staff recommended Council authorize the solicitation of proposals from interested parties because the current lease for 100 East Pine Street (Lodi Adopt-A-Child) expires on May 28, 2020; and the lease for 111 North Stockton Street (CrossFit Lodi) is operating under a month-to-month term rental agreement. Due to the COVID-19 pandemic, Staff has been forced to reprioritize workload which has resulted in a significant delay for issuing the request for proposals and it is unknown at this time when the request will be issued. By law, the lease with Lodi Adopt-A-Child will convert to a month-to-month term upon its expiration, to allow time for Staff to conduct the public solicitation for proposals.

A recent turn of events has facilitated this request for direction from the Council. The owner of CrossFit Lodi had previously notified the City of its cessation of tenancy effective April 30, 2020 (Exhibit A). On May 11, 2020, CrossFit Lodi submitted a letter withdrawing its notice of termination and advised the Public Works Director they now intend to continue occupying the building and maintain the lease (Exhibit B) because it has a prospective buyer for the business at this location.

Concurrently, the Community Partnership for Families of San Joaquin has been looking for building space because their lease at 118 North Church Street is set to expire at the end of May. After receiving notice that CrossFit Lodi was ceasing tenancy as of April 30, 2020, the City approached Community Partnership for Families to see if this location would work as an interim solution. They advised Staff they are also interested in occupying this property during a tour of the building on May 5, 2020.

Considering the City now has two different entities interested in the same City property; and the desire to best serve the immediate needs of both interested parties, Staff is looking for Council direction on how to proceed. The following options are brought forth for Council consideration:

- 1) Maintain the existing course of action set forth by Council on February 5, 2020. This option will provide an opportunity for a comprehensive list of interested parties to compete for the opportunity to conduct operations at either 111 North Stockton Street or 100 East Pine Street. As

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

with any month-to-month lease, it is not known how long CrossFit Lodi, or subsequent business entity, will be occupying the space so rent revenue is not guaranteed in this case.

- 2) Reconsider the “bundling” of both locations (111 North Stockton Street and 100 East Pine Street) and authorize Staff to solicit proposals from only the parties currently interested in the 111 North Stockton Street property. Since the solicitation is focused on only two parties, the process will take substantially less staff time and coordination, remain somewhat competitive, and provide an accelerated path toward building occupancy. The award would be based on overall community benefit. Since the determination of community benefit is subjective in nature, Staff proposes the formation of a small committee including the Public Works Director, Interim Parks Recreation and Cultural Services Director, and the Business Development Manager, to review the proposals and make a subsequent recommendation to Council. It is anticipated that if Option No. 2 is approved, Staff could return to Council to authorize the City Manager to execute a lease agreement by the July 15, 2020 Council meeting.
- 3) Take Council action to “assign” the lease agreement to either of the two interested parties at the current monthly lease rate of \$1,825 per month and establish a term of one year. If this option is approved, Staff could return to Council to authorize the City Manager to execute a lease agreement on June 3, 2020. This process also allows a reasonable timeline for Option No. 1 to be executed. It is anticipated that Staff will be able to conduct the public process required in Option No. 1 over the next year.

Staff acknowledges this decision will be difficult; however, in light of this unique situation that has arisen during an unprecedented time, Council input and ultimate direction is necessary.

**FISCAL IMPACT:** Option No. 1 is the most inclusive option and the loss of rental revenue is not anticipated if the prospective CrossFit Lodi business transaction is completed. Option No. 2 and Option No. 3 will preserve rental revenues but will require the implementation of a less open and competitive process for awarding the lease.

**FUNDING AVAILABLE:** Not applicable.



---

Charles E. Swimley, Jr.  
Public Works Director

CES/CES/tc

RECEIVED

MAR 02 2020

# CROSSFIT LODI

March 30, 2020

City of Lodi  
Parks & Recreations Director  
P.O. Box 3006  
Lodi, CA 95241

RE: 111 N. Stockton Street, Suite B – CrossFit Lodi

Please accept this letter as notice that Delirium Fitness, LLC, dba CrossFit Lodi, will not be continuing its tenancy at the above address, and tenancy will end on April 30, 2020.

Sincerely

Jamie McDonald

~~CrossFit~~  
cc: City Manager  
Dir, Public Works

# CROSSFIT LODI

May 11, 2020

City of Lodi  
Charles Swimley  
Public Works Director  
P.O. Box 3006  
Lodi, CA 95241

RE: 111 N. Stockton Street, Suite B – CrossFit Lodi

Mr. Swimley,

In following with our conversation yesterday afternoon, we are continuing to occupy the above leased premises as we have been doing since we took occupancy in 2013, and we continue to maintain all insurance and will continue to remain in compliance.

While a notice of termination was previously sent out, it was withdrawn due to the subsequent clarification regarding the facts and understanding as to future occupancy of the premises.

Further, while we do have assistance in running our business operations, we are not subletting the premises, we have not abandon occupancy, and we remain in full control of the leased premises.

Thank you again for your attention to and cooperation with this matter, and please do not hesitate to contact us with any questions or concerns.

Sincerely,



Benjamin McDonald  
Delirium Fitness, LLC  
CrossFit Lodi



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Presentation of the Draft Fiscal Year 2020/21 Budget and Fiscal Plan  
**MEETING DATE:** May 20, 2020  
**PREPARED BY:** Budget Manager

---

**RECOMMENDED ACTION:** Receive presentation regarding the Fiscal Year 2020/21 Draft Budget and Fiscal Plan.

**BACKGROUND INFORMATION:** Staff has prepared a presentation to provide the Council and public an opportunity to review and comment on basic assumptions within the Fiscal Year 2020/21 budget. The presentation is designed to provide information on the general economic circumstances facing City staff and Council in allocating resources to most effectively deliver services.

The forecast is a critical planning tool for staff and Council to use to anticipate future resources or service level adjustments. The forecast presented will include a baseline scenario as well as a discussion on the impact of COVID-19 on normal operations during these unprecedented times. Staff will provide an overview of both revenues and expenditures for all major funds.

The draft budget document will be released and made available at [www.lodi.gov](http://www.lodi.gov) for online viewing. The first opportunity for the City Council to adopt the Fiscal Year 2020/21 Budget will be at its regular meeting on June 3, 2020.

**FISCAL IMPACT:** There is no fiscal impact from this informational presentation.

**FUNDING AVAILABLE:** The draft Fiscal Year 2020/21 budget for all city funds is projected at \$214,006,340 in revenues and \$207,892,320 in expenditures.

---

Andrew Keys, Deputy City Manager

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Ordinance No. 1977 Entitled, “An Ordinance of the City Council of the City of Lodi Repealing and Reenacting Lodi Municipal Code Sections 17.18.020, ‘Purposes of Residential Zoning Districts,’ 17.20.030, ‘Commercial Zoning District Land Uses and Permit Requirements,’ 17.20.040, ‘Commercial District General Development Standards,’ and 17.22.030, ‘Mixed Use Zoning Districts Land Uses and Permit Requirements,’ in Their Entirety”

**MEETING DATE:** May 20, 2020

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1977.

**BACKGROUND INFORMATION:** Ordinance No. 1976 entitled, “An Ordinance of the City Council of the City of Lodi Repealing and Reenacting Lodi Municipal Code Sections 17.18.020, ‘Purposes of Residential Zoning Districts,’ 17.20.030, ‘Commercial Zoning District Land Uses and Permit Requirements,’ 17.20.040, ‘Commercial District General Development Standards,’ and 17.22.030, ‘Mixed Use Zoning Districts Land Uses and Permit Requirements,’ in Their Entirety,” was introduced at the regular City Council meeting of May 6, 2020.

**ADOPTION:** With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov’t Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

Pamela M. Farris  
Assistant City Clerk

PMF  
Attachment

---

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

ORDINANCE NO. 1977

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI REPEALING AND REENACTING LODI MUNICIPAL CODE SECTIONS 17.18.020, "PURPOSES OF RESIDENTIAL ZONING DISTRICTS," 17.20.030, "COMMERCIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS," 17.20.040, "COMMERCIAL DISTRICT GENERAL DEVELOPMENT STANDARDS," AND 17.22.030, "MIXED USE ZONING DISTRICTS LAND USES AND PERMIT REQUIREMENTS," IN THEIR ENTIRETY

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 17.18.020 – Purposes of Residential Zoning Districts is hereby repealed and reenacted in its entirety and shall read as follows:

17.18.020 - Purposes of Residential Zoning Districts

The residential zoning districts are intended to provide for a range of housing types and densities for all economic segments of the community while emphasizing high quality development and home ownership (General Plan, Housing Element). The purposes of the individual residential zoning districts and the manner in which they are applied are as follows.

- A. RLD (Low-Density Residential) District. The RLD zoning district is intended for areas appropriate for the development of single-family detached, two-family, and three-family homes. All interior lots are restricted to single-family homes. Corner lots can have one-, two-, or three-family homes. The maximum allowable residential density is 8.0 dwelling units per acre. The RLD zoning district is consistent with the Low-Density Residential land use designation of the General Plan.
- B. RMD (Medium-Density Residential) District. The RMD zoning district is intended for areas appropriate for a mix of housing types. Typical residential land uses include single- and multi-family dwelling units, either attached or detached. The allowable residential density ranges from 8.1 to 20 dwelling units per acre. The RMD zoning district is consistent with the Medium-Density Residential land use designation of the General Plan.
- C. RHD (High-Density Residential) District. The RHD zoning district is intended for areas appropriate for high-density multi-family dwelling units. The allowable residential density ranges from 15 to 35 units per acre. The RHD zoning district is consistent with the High-Density Residential land use designation of the General Plan.

SECTION 2. Lodi Municipal Code Section 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements is hereby repealed and reenacted in its entirety and shall read as follows:

17.20.030 – Commercial Zoning District Land Uses and Permit Requirements

Table 2-6 identifies the uses of land allowed by this Development Code in the commercial zoning districts, and the land use permit required to establish each use, in compliance with Section 17.12.030 (Allowable Land Uses and Permit Requirements).

Note: where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Development Code may also apply.

<b>TABLE 2-6</b> <b>Commercial Zones – Allowed Land Uses and Permit Requirements</b>		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	CC	GC	O		
<b>AGRICULTURE AND OPEN SPACE</b>					
Production of Crops	A	A	A		
<b>RECREATION, EDUCATION, &amp; PUBLIC ASSEMBLY USES</b>					
Clubs, lodges, & membership halls	—	A	UP		
Community centers	—	A	UP		
Health/fitness facilities	UP	UP	UP		
Indoor amusement/entertainment facilities	UP	UP	—		
Indoor sports facilities	UP	UP	UP		
Libraries, museums, galleries	A	A	A		
Outdoor recreation facilities	UP	UP	—		
Religious facilities	—	UP	—		
Schools - Private	—	UP	UP		
Schools - Specialized education and training	UP	A	A		
Studios - Art, dance, martial arts, music, etc.	UP	A	UP		
<b>RESIDENTIAL USES</b>					
Caretaker quarters	—	—	UP		
Residential shelters	—	A	—		
<b>RETAIL TRADE</b>					
Accessory retail uses	A	A	A		
Alcoholic beverage sales, off-site	UP	UP	—		
Alcoholic beverage sales, on-site	UP	UP	—		
Animal sales and grooming	A	A	—		
Art, antique, collectible, and gift stores	A	A	—		
Auto parts sales	A	A	—		
Auto sales and rental	—	A	—		
Building material stores	A	A	—		
Construction/heavy equipment sales and rental	—	A	—		
Convenience stores	A	A	A		
Drive-in and drive-through sales and services	UP	UP	UP		
Furniture, furnishings & appliance stores	A	A	—		
Gas stations	UP	UP	—		

<b>TABLE 2-6 Commercial Zones – Allowed Land Uses and Permit Requirements</b>		<b>A</b>	<b>Allowed Use</b>		
		<b>UP</b>	<b>Use Permit Required</b>		
		<b>MUP</b>	<b>Minor Use Permit Required</b>		
		<b>—</b>	<b>Use Not Allowed</b>		
<b>LAND USE</b>	<b>PERMIT REQUIRED BY DISTRICT</b>			<b>Specific Use Regulations</b>	
	<b>CC</b>	<b>GC</b>	<b>O</b>		
General retail sales	A	A	—		
Grocery stores	A	A	—		
Mobile home and RV sales	—	A	—		
Night clubs, bars, and cardrooms	—	UP	—		
Plant nurseries and garden supply stores	A	A	—		
Restaurants	A	A	A		
Warehouse retail	A	A	—		
<b>SERVICES – BUSINESS, FINANCIAL, PROFESSIONAL</b>					
Automated teller machines (ATMs)	A	A	A		
Banks and financial services	A	A	A		
Business support services	A	A	A		
Medical - Clinics, offices, and laboratories	A	A	A		
Medical - Extended care	—	A	A		
Medical – Hospitals	—	—	A		
Offices	A	A	A		
Professional Services	A	A	A		
<b>SERVICES</b>					
Audio & video rental	A	A	—		
Auto repair and maintenance	—	UP	—		
Car wash	—	UP	—		
Community care facilities					
Residential care facility (6 or fewer)	—	—	—	17.36.040	
Residential care facility (7 or more)	—	—	UP	17.36.040	
Small family day care home (up to 8)	—	—	—	17.36.030	
Large family day care home (9 to 14)	—	—	—	17.36.030	
Day care center	UP	UP	UP	17.36.030	
Hotels and motels	UP	UP	UP		
Mortuaries & funeral homes	—	A	UP		
Personal services	A	A	A		
Pharmacies	A	A	—		
Research and development	—	—	A		
Storage – indoor	—	UP	—		
Upholstering shops	—	UP	—		
Veterinary clinics, outpatient treatment only	A	A	A		
Veterinary clinics, animal hospitals, kennels	—	UP	—		

<b>TABLE 2-6 Commercial Zones – Allowed Land Uses and Permit Requirements</b>		<b>A</b>	<b>Allowed Use</b>		
		<b>UP</b>	<b>Use Permit Required</b>		
		<b>MUP</b>	<b>Minor Use Permit Required</b>		
		<b>—</b>	<b>Use Not Allowed</b>		
<b>LAND USE</b>	<b>PERMIT REQUIRED BY DISTRICT</b>			<b>Specific Use Regulations</b>	
	<b>CC</b>	<b>GC</b>	<b>O</b>		
<b>INDUSTRIAL, MANUFACTURING &amp; PROCESSING, WHOLESALING</b>					
Recycling facilities					
Small collection facility	MUP	MUP	—	17.36.110	
Large collection facility	—	—	—	17.36.110	
<b>TRANSPORTATION, COMMUNICATIONS &amp; INFRASTRUCTURE USES</b>					
Broadcast studios	UP	UP	UP		
Parking facilities/vehicle storage	—	UP	—		
Telecommunications facilities	UP	UP	—	17.36.140	
Utility Facility	UP	UP	UP		

**SECTION 3.** Lodi Municipal Code Section 17.20.040 – Commercial District General Development Standards is hereby repealed and reenacted in its entirety and shall read as follows:

**17.20.040 – Commercial District General Development Standards**

Subdivisions, new land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and/or established in compliance with the requirements in Table 2-7, in addition to the applicable development standards (e.g., landscaping, parking and loading, etc.) in Article 3, (Site Planning and General Development Standards).

<b>TABLE 2-7 Commercial District General Development Standards</b>			
<b>Development Feature</b>	<b>Requirement by Zoning District</b>		
	<b>CC</b>	<b>GC</b>	<b>O</b>
<b>Minimum lot size</b>	<i>Minimum area, width and depth required for new parcels.</i>		
Area	8,000 sq. ft.	8,000 sq. ft.	8,000 sq. ft.
Width	—	75 ft.	75 ft.
Depth	—	100 ft.	100 ft.
<b>Setbacks</b>	<i>Minimum and, where noted, maximum setbacks required. See Section 17.30.070 for exceptions to these requirements.</i>		
Front	25 ft.	10 ft.	10 ft.
Sides (each)	25 ft.	None	None
Street side	25 ft.	None <sup>(1)</sup>	10 ft.
Rear	25 ft.	None <sup>(1)</sup>	10 ft.
<b>Floor Area Ratio (FAR)</b>	0.60		
<b>Height limit</b>	2 stories, not to exceed 35 ft.		

<b>TABLE 2-7 Commercial District General Development Standards</b>			
<b>Development Feature</b>	<b>Requirement by Zoning District</b>		
	<b>CC</b>	<b>GC</b>	<b>O</b>
<b>Landscaping</b>	As required by Chapter 17.30 (Landscaping)		
<b>Parking</b>	As required by Chapter 17.32 (Parking and Loading)		
<b>Enclosure requirement</b>	All uses shall be conducted within a completely enclosed building unless the specific use and zone permit otherwise. Uses allowed in an applicable zone that are determined by the Director to require outdoor storage or activities (for example, vehicle sales lots, service stations, etc.) may be exempted from this requirement.		

**Notes:**

(1) No setback is required unless adjacent to a residential use or zone where the setback shall be 10 ft...

**SECTION 4.** Lodi Municipal Code Section 17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements is hereby repealed and reenacted in its entirety and shall read as follows:

**17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements**

Table 2-8 identifies the uses of land allowed by this Development Code in the Mixed Use zoning districts, and the land use permit required to establish each use, in compliance with Section 17.12.030 (Allowable Land Uses and Permit Requirements).

**Note:** Where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Development Code may also apply.

<b>TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements</b>		<b>A</b>	<b>Allowed Use</b>		
		<b>UP</b>	<b>Use Permit Required</b>		
		<b>MUP</b>	<b>Minor Use Permit Required</b>		
		<b>—</b>	<b>Use Not Allowed</b>		
<b>LAND USE</b>	<b>PERMIT REQUIRED BY DISTRICT</b>			<b>Specific Use Regulations</b>	
	<b>DMU</b>	<b>MCE</b>	<b>MCO</b>		
<b>AGRICULTURE AND OPEN SPACE</b>					
Production of Crops	—	—	A		
<b>RECREATION, EDUCATION, &amp; PUBLIC ASSEMBLY USES</b>					
Clubs, lodges, & membership halls	UP	UP	—		
Community centers	A	A	A		
Health/fitness facilities	UP	UP	UP		
Indoor amusement/entertainment facilities	UP	UP	UP		
Indoor sports facilities	UP	UP	UP		
Libraries, museums, galleries	A	A	A		
Parks and playgrounds	—	UP	—		
Religious facilities	—	—	UP		
Schools – Private	—	UP	UP		

<b>TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements</b>		<b>A</b>	<b>Allowed Use</b>		
		<b>UP</b>	<b>Use Permit Required</b>		
		<b>MUP</b>	<b>Minor Use Permit Required</b>		
		<b>—</b>	<b>Use Not Allowed</b>		
<b>LAND USE</b>	<b>PERMIT REQUIRED BY DISTRICT</b>			<b>Specific Use Regulations</b>	
	<b>DMU</b>	<b>MCE</b>	<b>MCO</b>		
Schools - Specialized education and training	A	A	A		
Studios - Art, dance, martial arts, music, etc.	UP	UP	UP		
Theaters and auditoriums	UP	—	—		
<b>RESIDENTIAL USES</b>					
Accessory uses (Residential)	A	A	A	17.36.120	
Home occupations	MUP	MUP	MUP	17.36.060	
Live/work projects	A	A	A		
Multi-family dwellings (3 or more units)	A	A	A		
Single-family dwellings <sup>1</sup>	—	—	UP		
Two-family dwellings (Duplex)	—	—	A		
<b>RETAIL TRADE</b>					
Accessory retail uses	A	A	A		
Alcoholic beverage sales, off-site	UP	UP	UP		
Alcoholic beverage sales, on-site	UP	UP	UP		
Animal sales and grooming	A	A	A		
Art, antique, collectible, and gift stores	A	A	A		
Auto parts sales	A	A	A		
Auto sales and rental	—	—	A		
Building material stores	A	A	A		
Construction/heavy equipment sales and rental	—	—	A		
Convenience stores	UP	UP	A		
Drive-in and drive-through sales and services	—	—	UP		
Furniture, furnishings & appliance stores	A	A	A		
Gas stations	—	—	UP		
General retail sales	A	A	A		
Grocery stores	A	A	A		
Mobile home and RV sales	—	—	A		
Night clubs, bars, and cardrooms	UP	UP	UP		
Plant nurseries and garden supply stores	—	—	A		
Restaurants	A	A	A		
Warehouse retail	—	—	A		

**Notes:**

Structures in the MCO district that were permitted as single-family residential dwellings at the time of their construction and that were in existence as of January 1, 2020, are considered legal residential uses. Such structures may be converted to other uses allowed in the MCO zoning district, and converted back to single-family residential uses, after January 1, 2020.

<b>TABLE 2-8</b> <b>Mixed Use - Allowed Uses and Permit Requirements</b>		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	DMU	MCE	MCO		
<b>SERVICES – BUSINESS, FINANCIAL, PROFESSIONAL</b>					
Automated teller machines (ATMs)	A	A	A		
Banks and financial services	A	A	A		
Business support services	A	A	A		
Medical - Clinics, offices, and laboratories	A	A	A		
Medical - Extended care	—	—	A		
Medical – Hospitals	—	—	A		
Offices	A	A	A		
Professional Services	A	A	A		
<b>SERVICES</b>					
Audio & video rental	A	A	A		
Auto repair and maintenance	—	—	UP		
Car wash	—	—	UP		
Community care facilities					
Residential care facility (6 or fewer)	—	—	UP	17.36.040	
Day care center	UP	UP	UP	17.36.030	
Hotels and motels	UP	UP	UP		
Mortuaries & funeral homes	UP	—	A		
Personal services	A	A	A		
Pharmacies	A	A	A		
Storage – indoor	—	—	UP		
Upholstering shops	—	—	UP		
Veterinary clinics, outpatient treatment only	—	—	A		
Veterinary clinics, animal hospitals, kennels	—	—	UP		
<b>INDUSTRIAL, MANUFACTURING &amp; PROCESSING, WHOLESALING</b>					
Recycling facilities					
Small collection facility	—	—	MUP	17.36.110	
<b>TRANSPORTATION, COMMUNICATIONS &amp; INFRASTRUCTURE USES</b>					
Broadcast studios	UP	UP	UP		
Parking facilities/vehicle storage	—	—	UP		

**SECTION 5.** All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

**SECTION 6.** No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care toward persons or property within the

City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 7. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 8. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
DOUG KUEHNE  
Mayor

Attest:

PAMELA M. FARRIS  
Assistant City Clerk

=====  
State of California  
County of San Joaquin, ss.

I, Pamela M. Farris, Assistant City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1977 was introduced at a regular meeting of the City Council of the City of Lodi held May 6, 2020, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2020, by the following vote:

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

I further certify that Ordinance No. 1977 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

PAMELA M. FARRIS  
Assistant City Clerk

Approved as to Form:

JANICE D. MAGDICH  
City Attorney