

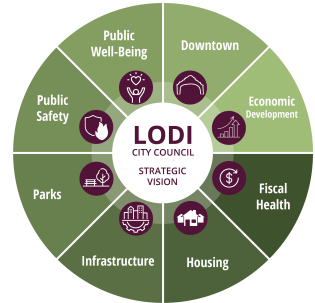


LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA - Regular Meeting
Date: April 2, 2025
Time: Closed Session - 5:45 p.m.
Regular Session - 7:00 p.m.

Mayor Cameron Bregman
Mayor Pro Tempore Ramon Yepez
Councilmember Lisa Craig-Hensley
Councilmember Mikey Hothi
Councilmember Alan Nakanishi



Notice Regarding Public Comments

Public Comment may be submitted in the following ways:

- In-person
- Email – councilcomments@lodi.gov
 - > Received no later than two hours prior to the meeting
- Mail – City Clerk’s Office, P.O. Box 3006, Lodi, CA 95241
- Hand delivered to: City Clerk’s Office, 221 W. Pine Street, Lodi, CA 95240
 - > Received no later than two hours prior to the meeting

Public comment received via email, mail, or hand delivery will be provided to the City Council and included in the official minutes record of the meeting, but will not be read aloud at the meeting.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) ACTUAL LITIGATION: Government Code §54956.9: Two Cases - Timothy Ivey v. City of Lodi, Workers’ Compensation, WCAB Case #'s ADJ14304026 (02/11/2021) and WCAB Case # ADJ1891300 (03/07/2023) (CA)
- b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Two Appointed Positions - City Attorney and City Manager, per Government Code § 54957.

C-3 Adjourn to Closed Session

6:30 p.m. San Joaquin County 175th Anniversary Open House.

6:55 p.m. Invocation/Call to Civic Responsibility.

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

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call**B. Presentations**

- B.1** Presentation of San Joaquin County 175th Anniversary Celebration (CLK)
- B.2** Presentation of Proclamation Proclaiming April 8, 2025 as International Be Kind to Lawyers Day in Lodi (CLK)
- B.3** Presentation of Proclamation Proclaiming the Week of March 30 - April 5, 2025 as National Property and Evidence Professionals Appreciation Week in Lodi (PD)

Attachments: [Attachment 1 - Proclamation](#)

- B.4** Presentation of Proclamation Recognizing the Month of April 2025 as National Autism Awareness and Acceptance Month in Lodi (PD)

Attachments: [Attachment 1 - Proclamation](#)

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 Notice at the beginning of this agenda.

- Res. **C.1** Adopt a Resolution Authorizing the City Attorney to Enter into Amendment No. 1 to Engagement of Legal Services Agreement with Sloan Sakai Yeung & Wong LLP for Legal Services \$ 110,000 (CA)

Attachments: [Attachment 1 - Sloan Sakai Amendment 1](#)
[Attachment 2 - Resolution](#)

- Res. **C.2** Adopt a Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2023/24 (FIN)

Attachments: [Attachment 1 - FY 2023-24 Annual Dev Imp Fee Report FINAL 2.25.25](#)
[Attachment 2 - Resolution](#)

- Res. **C.3** Adopt a Resolution Authorizing City Manager to Execute No Cost Amendment No. 2 to Professional Services Agreement with Efficiency Services Group, LLC of Hillsboro, OR for DIY Commercial Lighting Pilot Program (EU)

Attachments: [Attachment 1 - Amendment No. 2 to ESG PSA](#)
[Attachment 2 - Resolution](#)

- Res. **C.4** Adopt a Resolution Approving Amendment No. 1 to the Agreement with Lodi Unified School District to Provide Community Based Organization (CBO) After School Staff Support for the Bridge Program at Five Locations During School Year 2024-25, Increasing the Agreement Amount by \$51,530 for a Total Not-to-Exceed Amount of \$540,530 an Appropriate Funds (PRCS)

Attachments: [Attachment 1 - LUSD Bridge Amendment #1](#)
[Attachment 2 - Resolution](#)

- Res. **C.5** Approve Specifications and Authorize Advertisement for Bids for 2025-2027 Standby Generators Maintenance, Repair and Rental Contract; Adopt a Resolution Authorizing City Manager or Designee to Award the Contract to Lowest Responsive Bidder Not-To-Exceed \$700,000; Authorize City Manager to Execute Change Orders Not-To-Exceed \$70,000 (PW)

Attachments: [Attachment 1 - Resolution](#)

- C.6** Post for Vacancies on the Lodi Improvement Committee, Planning Commission, and the Greater Lodi Area Youth Commission (Student Members and Adult Advisor) (CLK)

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 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. Public Hearings

G. Regular Calendar

- G.1** Receive Update from the Downtown Lodi Business Alliance (ED)

- G.2** Receive Information on the 2024 Lodi Electric Utility Business and Key Account Customer Satisfaction Survey (EU)

Attachments: [Attachment 1 - Lodi Business and Key Account Report of Findings 2024](#)

[Attachment 2 - CMUA 2024 Statewide Report of Findings](#)

[Attachment 3 - Lodi Business and Key Account Survey Presentation Deck 2024](#)

Res. **G.3** Receive Report and Adopt a Resolution Approving Fiscal Year 2024-25 Mid-Year Budget Adjustments; Adding One Administrative Services Director/Chief Financial Officer Position, Two New Customer Service Representative Positions, One Budget Analyst Position, Two Associate Planners and a Program Coordinator (Rental Coordinator) Position; and Reclassifying a Transit Planner Position, Human Resources Manager Position, and Information Technology Manager Position (ISD - BUD)

Attachments: [Attachment 1 - 36 CIP PWST-0025 Traffic Signal Maintenance](#)
[Attachment 2 - 43 CIP EUCP-21002 12KV Overhead](#)
[Attachment 3 - 44 CIP EUCP-21006 12KV Underground](#)
[Attachment 4 - 45 CIP EUCP-21001 Streetlight Maintenance](#)
[Attachment 5 - 47 CIP EUCP-21010 230KV Interconnection](#)
[Attachment 6 - 76 CIP PWWA-0052 PCE TCE Oversight](#)
[Attachment 7 - 123 CIP EUCP-21009 Substation Load Tap Changer](#)
[Attachment 8 - 196 CIP EUCP-22005 Substation Relay Modernization](#)
[Attachment 9 - 197 CIP EUCP-22004 Henning Getaway Project](#)
[Attachment 10 - 245 CIP EUCP-23001 Substation Maintenance](#)
[Attachment 11 - 280 CIP EUCP-23002 CDWR Natural Gas Plant](#)
[Attachment 12 - 296 CIP EUCP-24001 60 kV Breaker Upgrades and Replacements](#)
[Attachment 13 - 304 GFCP-25001 Citywide Space Planning Service](#)
[Attachment 14 - 315 CIP EUCP-24004 Killelea 1211 Reconductor](#)
[Attachment 15 - 318 EUCP-25001 LEU Operations Video Wall](#)
[Attachment 16 - 320 EUCP-25003 Online Transformer Monitoring](#)
[Attachment 17 - 321 EUCP-25004 Westgate Substation Pole Placement](#)
[Attachment 18 - New PWST 25002 Streets Project Planning](#)
[Attachment 19 - Resolution](#)
[Attachment 20 - Exhibit A to Resolution](#)

H. Ordinances

I. 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.

Olivia Nashed
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. Agendas and staff reports are also posted on the City's website at www.lodi.gov. 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 Olivia Nashed 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 Olivia Nashed (209) 333-6702.

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at www.lodi.gov by clicking the meeting webcasts link. Members of the public may view and listen to the open session of this meeting at www.facebook.com/CityofLodi/.



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of San Joaquin County 175th Anniversary Celebration (CLK)

MEETING DATE:

April 2, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Presentation of San Joaquin County 175th Anniversary Celebration

BACKGROUND INFORMATION:

San Joaquin County, established in 1850, celebrates its 175th anniversary in 2025. San Joaquin County is located in the heart of the State of California, comprising of eight cities - Escalon, Lathrop, Lodi, Manteca, Mountain House, Ripon and Tracy - and almost 800,000 residents, spreading across 1,426 square miles. It is one of the original counties of the State of California, incorporated seven months before California gained statehood.

To commemorate this momentous occasion, the Lodi City Council welcomes Chair Canepa and Supervisor Ding, on behalf of the San Joaquin County Board of Supervisors, to Carnegie Forum for a local celebration and brief presentation.

The City of Lodi looks forward to many more years of progress and growth in partnership with San Joaquin County.

STRATEGIC VISION:

Not applicable.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

Olivia Nashed
City Clerk



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of Proclamation Proclaiming April 8, 2025 as International Be Kind to Lawyers Day in Lodi (CLK)

MEETING DATE:

April 2, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Mayor Bregman will present a proclamation proclaiming April 8, 2025 as “International Be Kind to Lawyers Day”

BACKGROUND INFORMATION:

Established in 2008, International Be Kind to Lawyers Day is observed on the second Tuesday in April as a day to recognize and appreciate the crucial role lawyers play in ensuring access to justice and upholding the rule of law.

The Lodi City Attorney’s Office act as the legal counsel to the City Council and City staff, presiding over legislative body meetings, training and providing legal opinions on the Brown Act, the Public Records Act, legal noticing requirements and conflicts of interest. They act as a general municipal advisors to the City, assisting with drafting ordinances, resolutions, contracts, advising staff on land use and CEQA procedures, administrative enforcement, and both criminal and civil litigation. They are dedicated to serving the City of Lodi and its residents with the highest quality legal counsel, representation, professionalism and integrity.

City Attorney Katie O. Lucchesi and Assistant City Attorney Janelle Krattiger will be present to accept the proclamation.

The City is also fortunate to possess many other dedicated attorneys that serve on Lodi’s boards, committees and commissions. Mona Shulman serves on the Economic Development Ad Hoc Committee; Frank Kooger and Caitlin Casey serve on the Library Board of Trustees; and Trent Diehl on the Planning Commission.

STRATEGIC VISION:

Not applicable.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

Olivia Nashed

COUNCIL COMMUNICATION

City Clerk



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of Proclamation Proclaiming the Week of March 30 - April 5, 2025 as National Property and Evidence Professionals Appreciation Week in Lodi (PD)

MEETING DATE:

April 2, 2025

PREPARED BY:

Andrea Morales, Administrative Assistant

RECOMMENDED ACTION:

Mayor Cameron Bregman will present a proclamation proclaiming the week of March 30 - April 5, 2025, as National Property and Evidence Professionals Appreciation Week.

BACKGROUND INFORMATION:

National Property and Evidence Professionals Appreciation Week is a national event recognizing property and evidence professionals and their essential role in the criminal justice system. Their crucial role involves working closely with investigations, patrol, and other law enforcement agencies to ensure the integrity of every item in the department’s possession.

The property department receives all items coming into the police department. Our current tracking system shows records of 384,942 items that entered the department's property room. The Lodi Police Department currently maintains 70,895 items in the property room. Last year, we received 10,679 items and 2,461 items of evidence. Some of the evidence relates to homicides dating back several decades.

Items are frequently booked as evidence and as found property, property for destruction, and items held for safekeeping. The property technician processes, records, and stores every single item. Property technicians may be required to process items of evidence, searching for clues to identify a perpetrator through DNA or fingerprint evidence.

They coordinate the transfer of items to other agencies or laboratories for processing. This may include the examination of firearms, drug testing, DNA testing, or other chemical analysis. They work alongside investigators and district attorneys to share digital and physical evidence and help prepare it for trial.

Property technicians are in charge of attempting to find the owners of lost property, correctly and safely return items held for safekeeping, and destroy property when it can no longer be held. They maintain the security of items held in four different locations in and around the police department. The property department maintains the custody and integrity of evidence used to prosecute crimes.

Lodi Property Technicians perform an essential role in the department. Without their hard work, dedication, commitment, and keen attention to detail, our department would be unable to function. The Lodi Police Department and the City of Lodi thanks them for all their hard work behind the scenes.

STRATEGIC VISION:

COUNCIL COMMUNICATION

Not applicable.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

Ricardo Garcia
Police Chief

Scott R. Carney
City Manager

PROCLAMATION

National Property and Evidence Professionals Appreciation Week

WHEREAS, the Lodi Police Department currently has of one full-time Property Technician and one part-time retired annuitant in charge of maintaining 70,895 items currently in our property rooms, with some of the items dating back from homicides several decades ago; and

WHEREAS, our current tracking system shows records of 384,942 items that have passed through the department's doors. In 2024, we received 10,679 items and 2,461 items of evidence; and

WHEREAS, items are frequently booked as evidence, found property, property for destruction, and items held for safekeeping. The property technician is in charge of attempting to find the owners of lost property, correctly and safely returning items, and destroying property when it can no longer be held; and

WHEREAS, our property technicians process, record, and store every item for safekeeping. They are required to process items of evidence, searching for clues to identify a perpetrator through DNA or fingerprint evidence. They coordinate the transfer of items to other agencies or laboratories for further processing; and

WHEREAS, property technicians work alongside investigators and district attorneys to share digital and physical evidence to help prepare for trials and maintain the custody and integrity of evidence used to prosecute crimes; and

WHEREAS, Property and Evidence Technicians play a quiet but key role behind the scenes in law enforcement. Without our Property Technician's dedication, commitment, and keen attention to detail, our police department would be unable to function.

NOW, THEREFORE, BE IT RESOLVED that I, Cameron Bregman, Mayor of the City of Lodi, do hereby proclaim the week of March 30 – April 5, 2025, as ***National Property and Evidence Professionals Appreciation Week*** in Lodi.

SIGNED this 2nd day of April, 2025.

Cameron Bregman
Mayor, City of Lodi



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of Proclamation Recognizing the Month of April 2025 as National Autism Awareness and Acceptance Month in Lodi (PD)

MEETING DATE:

April 2, 2025

PREPARED BY:

Andrea Morales, Administrative Assistant

RECOMMENDED ACTION:

Mayor Cameron Bregman will present a proclamation recognizing April 2025, as National Autism Awareness and Acceptance Month.

BACKGROUND INFORMATION:

April is recognized as Autism Awareness Month and April 2nd is designated as World Autism Awareness Day to encourage education, advocacy, and support for our autism community and their families.

Autism is a lifelong developmental and neurological spectrum disorder that affects individuals’ communication, social interactions, and behavior. It can be diagnosed at any age but is described as a developmental disorder because symptoms generally appear in the first two years of life.

The prevalence of autism increased, with an estimated 1 in 36 children being diagnosed, where boys are four times more likely to be diagnosed than girls.

Individuals with autism contribute greatly to our communities and can thrive with proper support, education, and acceptance. Increasing public awareness and understanding fosters inclusion, reduces stigma, and promotes opportunities for individuals with autism to lead fulfilling lives.

The Lodi Police Department shows support by wearing and selling patches for \$10 each throughout the month of April to help raise money for a local organization that focuses on behavioral support for children with autism. By wearing these patches, we can spark conversations, promote acceptance, and provide resources to the autism community.

STRATEGIC VISION:

Not applicable.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

COUNCIL COMMUNICATION

Ricardo Garcia
Police Chief

Scott R. Carney
City Manager

PROCLAMATION

National Autism Awareness and Acceptance Month

WHEREAS, autism is a lifelong developmental and neurological spectrum disorder that affects individuals' communication, social interactions, and behavior. It can be diagnosed at any age but is described as a developmental disorder because symptoms generally appear in the first two years of life; and

WHEREAS, the prevalence of autism has increased, with an estimated 1 in 36 children being diagnosed, where boys are four times more likely to be diagnosed than girls; and

WHEREAS, individuals with autism contribute greatly to our communities and can thrive with proper support, education, and acceptance. Increasing public awareness and understanding fosters inclusion, reduces stigma, and promotes opportunities for individuals with autism to lead fulfilling lives; and

WHEREAS, April is recognized as Autism Awareness Month, and April 2nd is designated as World Autism Awareness Day to encourage education, advocacy, and support for our autism community and their families; and

WHEREAS, the Lodi Police Department is showing support by wearing and selling patches for \$10 each throughout the month of April to help raise money for a local organization that focuses on behavioral support for children with autism. By wearing these patches, we can spark conversations, promote acceptance, and provide resources to the autism community; and

NOW, THEREFORE, BE IT RESOLVED that I, Cameron Bregman, Mayor of the City of Lodi, do hereby proclaim April 2025 as *National Autism Awareness and Acceptance Month* in Lodi.

SIGNED this 2nd day of April, 2025.

Cameron Bregman
Mayor, City of Lodi



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing the City Attorney to Enter into Amendment No. 1 to Engagement of Legal Services Agreement with Sloan Sakai Yeung & Wong LLP for Legal Services \$ 110,000 (CA)

MEETING DATE:

April 2, 2025

PREPARED BY:

Janelle Krattiger, Assistant City Attorney

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Attorney’s Office to enter into Amendment No. 1 to the Engagement of Legal Services Agreement with Sloan Sakai Yeung & Wong LLP (“Sloan Sakai”) for extended special counsel services in an amount not to exceed \$110,000.

BACKGROUND INFORMATION:

The City Attorney’s Office engaged Sloan Sakai to serve as special counsel and provide on-call legal services as requested by the City Attorney. Sloan Sakai’s existing special counsel assistance includes personnel matters and this amendment would authorize the extension of those services to allow Sloan Sakai to continue to provide special counsel and personnel related legal services including personnel investigations.

Since October 2023, Sloan Sakai attorneys have served as special counsel and advised on matters as requested from time to time by the City Attorney. Now, further legal assistance from Sloan Sakai in the form of facilitating a personnel investigation is necessary. To accommodate the City’s continuing legal service needs, the proposed Resolution approving Amendment No. 1 to the Engagement of Legal Services Agreement (attached as Exhibit A) would allocate \$50,000 in additional funding for the legal services for a total contract amount not to exceed \$110,000.

Therefore, staff recommends that the City Council approve the proposed resolution authorizing the City Attorney’s Office to enter into Amendment No. 1 to the Engagement of Legal Services Agreement with Sloan Sakai for legal services related to the facilitation of a personnel investigation as requested by City Council.

STRATEGIC VISION:

3A. Fiscal Health: Promote City’s transparency & fiscal fluency.

FISCAL IMPACT:

Sloan Sakai charges a public sector fee rate of \$345 per hour for its legal services and a direct pass through of its costs. We anticipate a total contract amount not to exceed \$110,000 for the remaining 2024-25 fiscal year.

FUNDING AVAILABLE:

10015000.72450.

COUNCIL COMMUNICATION

Katie O. Lucchesi
City Attorney

Scott R. Carney
City Manager

AMENDMENT NO. 1

SLOAN SAKAI YEUNG & WONG LLP
Agreement for Engagement of Legal Services

THIS AMENDMENT NO. 1 TO AGREEMENT FOR ENGAGEMENT OF LEGAL SERVICES, is made and entered this ____ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SLOAN SAKAI YEUNG & WONG LLP, a California limited liability partnership (hereinafter "FIRM").

WITNESSETH:

1. WHEREAS, FIRM and CITY entered into an Agreement for Engagement of Legal Services on October 5, 2023 (the "Agreement"), attached as Exhibit 1 and incorporated by this reference; and
2. WHEREAS, CITY has advised FIRM of its intent to amend the scope of the Agreement to include continued special counsel services including personnel related matters and investigations; and
3. WHEREAS, CITY has requested the allocation of additional funds in the amount of \$50,000 for legal services to be provided by FIRM pursuant to the amended scope of engagement of the Agreement, for a total new contract amount not to exceed \$110,000; and
4. WHEREAS, FIRM agrees to said amendments to the Agreement.

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

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

CITY OF LODI, a municipal corporation

SLOAN SAKAI YEUNG & WONG LLP

SCOTT R. CARNEY
City Manager

TIMOTHY G. YEUNG
Managing Partner

Approved as to Form:

Attest:

KATIE O. LUCHESSI
City Attorney



OLIVIA NASHED
City Clerk

October 5, 2023

TIM YEUNG
916-258-8803
tyeung@sloansakai.com

Katie O. Lucchesi, Interim City Attorney
City of Lodi
P. O. Box 3006
Lodi, CA 95241-1910
Email: klucchesi@lodi.gov

Via E-mail

Re: Engagement of Legal Services

Dear Ms. Lucchesi:

Thank you for retaining Sloan Sakai Yeung & Wong LLP (“SSYW”), to perform legal services in connection with the City of Lodi (“City”) as special counsel for on-call services. We appreciate the opportunity to serve as your lawyers and look forward to working with you on this matter.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** We will serve as special counsel and provide on-call legal services as requested by the Interim City Attorney. Our work is limited to such services. We will provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.
2. **Fees and Personnel.** I will be the partner in charge of your matter[s]. Senior Counsel DeeAnne Gillick will serve as Special Counsel with primary assistance from Senior Counsel Osman I. Mufti. However, this agreement retains the legal services of our law firm and not of a particular attorney. As compensation for our services, our fees will be based on our current standard public agency billing rate for the personnel performing services under this agreement at the time such services are rendered. Our standard public sector billing rates for this matter for attorneys, paralegals, legal assistances and consultants are attached as Attachment 1. The hourly billing rate for DeeAnne Gillick is \$345.00. Hourly rates are subject to reasonable change, usually in July of each year.
3. **Billing and Payment Responsibilities.** We will send monthly invoices which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

Katie O. Lucchesi, Interim City Attorney

October 5, 2023

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In addition, SSYW charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery, and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. SSYW also bills for time spent traveling on a client's behalf at our normal hourly rates.

4. **Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent of for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. **Insurance.** During the term of this agreement, SSYW will maintain general liability and property damage insurance in the amount of \$1,000,000; lawyers professional liability insurance in an amount of \$2,000,000 per occurrence/\$4,000,000 aggregate; consultant (non-attorney) professional liability insurance in an amount of \$1,000,000 per occurrence/\$2,000,000 aggregate. These policies will not be canceled, nor these limits reduced unless at least ten days advance written notice be given to you.
6. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
7. **Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
8. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

Katie O. Lucchesi, Interim City Attorney
October 5, 2023
Page 3

9. **Use of “Of Counsel” Independent Contractors.** Our firm maintains agreements with experienced “Of Counsel” attorneys who are not employees of SSYW, but are rather considered independent contractors. These Of Counsel attorneys may also practice law separate and apart from SSYW. Of Counsel attorneys are billed at the same rate, and meet the same exceptional performance standards, as comparable attorneys employed by SSYW. By signing this letter, you are consenting to SSYW’s use of Of Counsel attorneys, if necessary for your representation.
10. **Document Retention/Destruction.** SSYW is endeavoring to be a “paperless” law firm. To that goal, SSYW attempts to minimize the generation and retention of documents. As a general rule, SSYW does not keep “hard” copies of pleadings, discovery, correspondence, or other documents associated with a project unless there is a need to maintain an original. Instead, documents are electronically scanned and maintained on the firm’s network system. If you would like to have hard copies of documents forwarded to you please let us know. You will of course have the right to an electronic copy of any document associated with your matter at any time. Once our representation ends for any particular matter, SSYW’s policy is to maintain records for a period of five (5) years. If you wish to obtain a full copy of the Firm’s records for any particular project, we ask that you inform us of that desire at the outset of the project or at its conclusion. Otherwise, any records associated with a particular project will be destroyed after five (5) years.

Very truly yours,



Timothy G. Yeung
Managing Partner

Enclosures

cc: Billing Department

These terms are accepted and agreed to as of the date of this letter.

By: 
Katie O. Lucchesi, Interim City Attorney
City of Lodi

ATTACHMENT 1

Public Sector Fee Schedule

Effective July 1, 2023, to June 30, 2024

DeeAnne Gillick	\$345
Osman I. Mufti	\$345
Partners:	\$325 - \$495
Of Counsel:	\$295 - \$450
Senior Counsel:	\$295 - \$395
Associates:	\$260 - \$325
Law Clerks:	\$205
Paralegals:	\$125 - \$195
Analysts	\$90 - \$190
Consultants:	\$195 - \$325

These rates are reviewed and may be adjusted annually, generally in July of each year.

Katie O. Lucchesi, Interim City Attorney
October 5, 2023
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ATTACHMENT 2

SLOAN SAKAI YEUNG & WONG LLP
STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training, and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage, and other administrative expenses.

In addition, SSW charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery, and messenger services. For major

Katie O. Lucchesi, Interim City Attorney

October 5, 2023

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disbursements to third parties, invoices may be sent directly to you for payment. SSYW also bills for time spent traveling on a client's behalf at our normal hourly rates.

If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY ATTORNEY TO ENTER INTO AMENDMENT NO. 1 TO ENGAGEMENT OF LEGAL SERVICES AGREEMENT WITH SLOAN SAKAI YEUNG & WONG LLP FOR LEGAL SERVICES (TOTAL CONTRACT AMOUNT NOT TO EXCEED \$110,000)

WHEREAS, the City and Sloan Sakai Yeung & Wong LLP (“Sloan Sakai”), entered into an Engagement for Legal Services Agreement on October 5, 2023 (the “Agreement”), to provide special counsel and on-call legal services to the City; and

WHEREAS, an amendment revising the scope of engagement to include continued special counsel assistance including personnel matters and allocating additional funding for that purpose under the Agreement is necessary to accommodate the City’s continuing legal service needs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Attorney to execute Amendment No. 1 to the Engagement for Legal Services Agreement with Sloan Sakai Yeung & Wong, a California limited liability partnership, that the total amount approved for legal services thereunder shall not exceed \$110,000; and

BE IT FURTHER RESOLVED that 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; and

Dated: April 2, 2025

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2025, by the following votes:

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

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2023/24 (FIN)

MEETING DATE:

April 2, 2025

PREPARED BY:

Bobby Magee, Interim Assistant City Manager

RECOMMENDED ACTION:

Adopt a resolution approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2023-24.

BACKGROUND INFORMATION:

The City Development Impact Mitigation Fee (IMF) program consists of 11 separate fee categories, plus the Art in Public Places set aside. The categories are Electric, Water, Wastewater, Streets, Regional Transportation, Storm, Police, Fire, Parks and Recreation, General City Facilities, and Neighborhood Parks. The fees can only be used for capital improvements and/or debt service to accommodate new growth. The fees were established in 1991 and updated in 2012.

In accordance with the State's annual reporting requirements, Staff prepared the following exhibits:

1. A brief description of the fee program; and,
2. Schedule of fees; and,
3. Beginning and ending balances for the fee program; and,
4. Amount of fees collected, interest earned, and transfers/loans; and,
5. Disbursement information (including interfund transfers/loans) and percentage of the project funded by fees; and,
6. A description of each interfund loan along with the date the loan will be repaid and the rate of interest; and,
7. The estimated date when projects will begin if sufficient revenues are available to construct the project; and,
8. Findings for each fee program.

Assembly Bill 1600 requires California agencies to report annually on the IMF fees collected throughout the fiscal year, with this report having a deadline of December 31, 2024. The report was not completed timely this

COUNCIL COMMUNICATION

year due to a lack of staffing in the Finance Department. Pursuant to State law, the report must be available for public review at least 15 days prior to City Council action. The annual report has been posted to the City's website. The *Lodi News Sentinel* and the *Stockton Record* have been notified of the report's availability.

STRATEGIC VISION:

3A. Fiscal Health: Promote City's transparency & fiscal fluency.

FISCAL IMPACT:

There is no fiscal impact to approving the Fiscal Year 2023-24 report.

FUNDING AVAILABLE:

Funding for loan repayments comes through IMF payments by new development.

Bobby Magee
Interim Assistant City Manager

Scott R. Carney
City Manager

Annual Impact Mitigation Fee Program Report For the City of Lodi For Fiscal Year 2023/24

This report contains information on the City of Lodi's Impact Mitigation Fee Programs (IMFP) for Fiscal Year 2023/24. This information is presented to comply with the annual reporting requirements contained in Government Code section 66000 *et seq.*, also known as AB 1600. Please note that this annual report is not a budget document or audited financial statement; rather, it is compiled to meet reporting requirements. It reports revenues and expenditures for Fiscal Year 2023/24, and planned projects. The City Capital Improvement Program (CIP) includes information for funded projects. The projects listed in this report have been approved by the City Council and included in the 2024-2028 CIP. This report summarizes revenue and expenditure activity and fund balance since FY2019/20 and provides a 5-year revenue test using oldest revenues first to fund expenditures as required by AB 1600.

Government Code 66006 requires local agencies to submit annual and 5-year reports detailing the status of the IMFP. The annual report must be made available to the public within 180 days after the last day of the fiscal year and must be presented to the public agency (City Council) at least 15 days after it is made available to the public.

This report summarizes the following information for each of the development fee programs:

1. A brief description of the fee program.
2. Schedule of fees.
3. Beginning and ending balances of the fee program.
4. Amount of fees collected, interest earned, and transfers/loans.
5. Disbursement information (including interfund transfers/loans) and percentage of the project funded by fees.
6. A description of each interfund loan along with the date the loan will be repaid and the rate of interest.
7. The estimated date when projects will begin if sufficient revenues are available to construct the project.
8. Findings for each fee program.

More detailed information on certain elements of the various fees within the IMFP is available through other documents such as the Nexus Study approved by Resolution 2012-142, the IMFP Amendment approved by Resolution 2013-184, Resolution 2016-88 which eliminated previously authorized fee reductions enacted to incentivize development,

Resolution 2021-213 approving 2021 IMFP final report and schedule, and the City's Annual Budget. In the future, the CIP will contain relevant program information as well. The City does not earmark IMFP revenue for any specific project as the fees are collected; rather, the fees are applied toward a series of capital improvement projects authorized within the specific IMFP. No refunds were made during Fiscal Year 2023/24 pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

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Presentation of Information by Fund

This report presents information by fund starting with a summary overview of FY2023/24 revenues and expenses, FY2023/24 project disbursements, and projects for FY2023/24. Following this overview is a more detailed 5-year review of revenues and expenses and fund balance to demonstrate both the collection and use of the fees over time.

The report presents the total FY2023/24 and FY2022/23 project amounts funded from impact fees and the percent funded from non-fee sources. The revenue table identifies the age of the total revenue available or available fund balance by demonstrating which fiscal year received the revenue. The 5-year expenditure table presents the use of revenue collected in the year that funded the project. This demonstrates that the oldest revenue is spent before new funds, also known as the First-In, First-Out (FIFO) basis.

2024 City Impact Mitigation Fee Schedule

Development Impact Mitigation Fees

Land Use Category	Transportation	Police	Fire	Community Park	Neighborhood Park	General City Facilities	Art in Public Places	Non-Potable Water
	Fee/Unit							
Residential								
Low Density	\$1,075	\$906	\$573	\$5,810	\$4,046	\$1,013	\$115	\$783
Medium Density	\$584	\$763	\$482	\$4,893	\$3,407	\$853	\$97	\$635
High Density	\$584	\$636	\$402	\$4,077	\$2,839	\$711	\$80	\$536

Land Use Category	Transportation	Police	Fire	Community Park	Neighborhood Park	General City Facilities	Art in Public Places	Non-Potable Water
	Fee/1000 Bldg SF							
Commercial								
Retail	\$1,812	\$397	\$481	\$612	\$426	\$444	\$50	\$214
Office/Medical	\$1,317	\$636	\$770	\$978	\$681	\$711	\$80	\$220
Industrial	\$670	\$212	\$257	\$326	\$227	\$237	\$27	\$91

Land Use Category	Storm Drain Zone 1	Storm Drain Zone 2	South WW Trunk
	Fee/Unit		
Residential			
Low Density	\$1,987	\$6,155	\$1,794
Medium Density	\$994	\$3,078	\$1,510
High Density	\$801	\$2,482	\$1,259

Meter Size (Residential or Non-Residential)	Water Fee	Sewer Fee
5/8"	\$2,147	\$3,159
3/4"	\$3,205	\$4,716
1"	\$5,352	\$7,875
1 1/2"	\$10,673	\$15,703
2"	\$17,082	\$25,134
3"	\$32,050	\$47,156
4"	\$53,427	\$78,609
6"	\$106,821	\$157,172
8"	\$170,921	\$251,484
10"	\$245,724	\$361,547

Land Use Category	Storm Drain Zone 1	Storm Drain Zone 2	South WW Trunk
	Fee/Acre		Fee/1000 Bldg SF
Commercial			
Retail	\$20,864	\$64,632	\$1,664
Office/Medical	\$20,864	\$64,632	\$1,387
Industrial	\$22,354	\$69,248	\$743
Institutional	N/A	\$46,166	-

Electrical Fees				
Panel Category	Panel Size (amps)	208 Volts	240 Volts	480 Volts
Non-Residential Three Phase	200	\$1,573	\$1,816	\$3,631
	400	\$3,147	\$3,631	\$7,262
	600	\$4,720	\$5,447	\$10,893
	800	\$6,294	\$7,262	\$14,524
	1,000	\$7,867	N/A	\$18,155
	1,200	\$9,441	N/A	\$21,787
	1,600	\$12,588	N/A	\$29,049
	2,000	\$15,735	N/A	\$36,311
	2,500	\$19,668	N/A	\$45,389
	3,000	\$23,602	N/A	\$54,466
Residential or Non-Residential Single Phase	60	N/A	\$331	N/A
	100	N/A	\$552	N/A
	125	N/A	\$690	N/A
	200	N/A	\$1,103	N/A
	225	N/A	\$1,241	N/A
	400	N/A	\$2,207	N/A
	600	N/A	\$3,310	N/A

Water Fee (Fund 562)

The Water IMF was first adopted by the City Council in 1991 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2021 Nexus Study identified a current over build of treatment capacity and a need for new water supply facilities at buildout. The total estimated cost of treatment facilities was included in the Nexus Study and totaled \$54.8 Million in 2018 dollars (including debt service). The total estimated new water supply facilities cost was included in the Nexus Study and totaled \$4 Million in 2012 dollars. In 2018, the City conducted a Non-potable Water study to determine that continuing to supply the demand for non-potable water from WID's surface water is still the most economical option for the City as new development installs the distribution network.

For purposes of the 2021 study, a plan-based fee calculation methodology was used. Each unit was assumed to receive a blended water supply of groundwater and surface water consistent with the system wide ratios of groundwater to surface water supplies. For treatment, 18.68% of costs are attributable to new development. For supply, 100% of the costs are attributable to new development. There is no existing deficiency as current treatment and storage needs are met by current facilities. The total cost of the new non-potable water pump station, sand other capital costs, is approximately \$2.8 million. The non-potable water fees would apply in conjunction with the water fee for all new connections to the City's water system.

Ending Balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

There are no new projects programmed in this fund for Fiscal Year 2024/25. The design and construction of the Southwest Water Tank project was programmed in the Fiscal Year 23/24 budget cycle and is currently under design. Construction is anticipated to begin during summer of 2026 and is estimated to cost \$5 million. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Water Fee is to fund water facility costs, including construction of a new storage tank, construction of a new well, and a proportionate share of treatment capacity.
2. The reasonable relationship between the Water Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2021 Update July 2021, effective September 19, 2021*.
3. The sources and amounts of funding anticipated to complete the future City water facilities or to fund new development's proportionate share of existing facilities are identified in this report and the City of Lodi CIP with the FY 2024/25 budget cycle (shown in 2021 dollars). There was one project identified for funding in the FY 2023/24 budget cycle, Southwest Water Tank.

4. In order to maintain adequate water pressure and supply throughout the buildout of the City of Lodi, a new well and storage reservoir must be constructed, and new development must bear its proportionate share of the treatments plant’s capacity expansion costs.

5. The approximate date for funding and constructing the new water supply facility is not known at this time due to the City’s slow rate of growth, but will be necessary to serve cumulative new development. Debt service for the treatment plant is scheduled to continue through June 1, 2040. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2023	\$6,113,326	
Fees collected	\$ 794,631	
Interest earned/market loss	302,549	
Misc. revenue	-	
Total	<u>\$1,097,180</u>	
	Amount	% Fee
Disbursements	from Fee	Funded
Debt Service	<u>\$1,284,000</u>	in FY 23
Total	<u>\$1,284,000</u>	0%
Ending balance June 30, 2024	\$5,926,506	
	Amount	% Fee
Planned projects for Fiscal Year 2024/25		Funded
No planned projects	<u>\$ -</u>	in FY 24
Total Projects Planned for FY 2024/25	<u>\$ -</u>	0%

Water
FUND: 562
Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 618,182	\$ 1,165,001	\$ 1,378,475	\$ 628,598	\$ 794,631
Interest Earned/Mkt Gain/Loss	131,625	26,312	(130,705)	49,691	302,549
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 749,806	\$ 1,191,312	\$ 1,247,770	\$ 678,289	\$ 1,097,180
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ 1,284,000
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 1,284,000
Revenue Less Expenditures	\$ 749,806	\$ 1,191,312	\$ 1,247,770	\$ 678,289	\$ (186,820)
Fund Balance, Beginning of Year	2,246,149	2,995,955	4,187,267	5,435,037	6,113,326
Fund Balance, End of Year	2,995,955	4,187,267	5,435,037	6,113,326	5,926,506
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ 2,995,955	\$ 4,187,267	\$ 5,435,037	\$ 6,113,326	\$ 5,926,506

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2023-2024 Projects				
Total	\$ -		\$ -	\$ -
FY 2022-2023 Projects				
Total	\$ -		\$ -	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 749,806	\$ 1,191,312	\$ 1,247,770	\$ 678,289	\$ 1,097,180
Available Revenue Prior Fiscal Year (2-yr Old Funds)	607,684	749,806	1,191,312	1,247,770	678,289
Available Revenue Prior Fiscal Year (3-yr Old Funds)	362,877	607,684	749,806	1,191,312	1,247,770
Available Revenue Prior Fiscal Year (4-yr Old Funds)	209,712	362,877	607,684	749,806	1,191,312
Available Revenue Prior Fiscal Year (5-yr Old Funds)	334,514	209,712	362,877	607,684	749,806
Available Revenue Greater than five Prior Fiscal Years	731,361	1,065,876	1,275,588	1,638,465	962,149
Total Revenue Available	\$ 2,995,955	\$ 4,187,267	\$ 5,435,037	\$ 6,113,326	\$ 5,926,506

Five Year Expenditure to Revenue Match

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	1,284,000
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 1,284,000

2. Wastewater Fee Program (Fund 533)

Wastewater Treatment IMF

The Wastewater Treatment IMF was first adopted by the City Council in 1991 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates.

The 2021 Nexus Study identified a need for the Wastewater Lines to support development in all areas of the City. New development will be required to fund a proportionate share of existing overbuilt infrastructure and future infrastructure required to serve new development needs (including potential financing costs).

For purposes of the study, a plan-based fee calculation methodology was used. There are no existing deficiencies in this fee program. This fee program uses a full buildout projection, rather than the 2035 projection because the facilities will serve the entire buildout population.

Ending Balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

There currently are no projects programmed in this fund as all facilities have been constructed.

Required Findings

1. The purpose of the Wastewater Fee is to fund wastewater facility costs, including a proportionate share of the wastewater treatment plant.
2. The reasonable relationship between the Wastewater Treatment Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study – 2021 Update, July 2021, effective September 19, 2021*.
3. The sources and amounts of funding anticipated to complete the future City wastewater facilities or to fund new development's proportionate share of existing facilities are identified in this report and the City of Lodi CIP with the FY 2024/25 budget cycle (shown in 2021 dollars). There are no projects identified for funding in the FY 2024/25 budget cycle.
4. Each new development project proportionally increases the demand for wastewater collection based on the type of development's wastewaters generation rates. Each development will pay its fair share based on their estimated generation rates.
5. Facilities in this program have already been constructed. Fee revenue pays development's proportionate cost of currently overbuilt facilities. Current debt service is scheduled to continue through October 1, 2037.

South Wastewater Trunk Line IMF

The Wastewater Treatment IMF was first adopted by the City Council in 1991 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates.

The 2021 Nexus Study identified a current over build of wastewater treatment capacity and no need for additional treatment facilities at buildout. Current facilities are built such that 100% of the facilities needed to serve new development at buildout have already been constructed and financed. Wastewater fee revenue will be used solely to fund debt service on bonds issued to deliver improvements.

For purposes of the study, a plan-based incremental cost fee calculation methodology was used. Debt instruments have been issued at various times for the different phases of wastewater improvements. In all, 45.3% of outstanding debt is attributable to new development and up to 45.3% of outstanding debt costs as of August 2012 can be paid for from the Wastewater Fee. There are no existing deficiencies as 100% of buildout needs are served by current infrastructure.

This zone-based IMF program funds new development's fair share of the South Wastewater Trunk Line serving the South Area.

Ending Balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

There are no projects programmed in this fund for Fiscal Year 2024/25. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the South Wastewater Trunk Line Fee is to fund costs associated with the South Sewer Trunk Line facility that is required to serve future development in the South Area.
2. The reasonable relationship between the South Wastewater Trunk Line Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2021 Update, July 2021, effective September 19, 2021*.
3. The sources and amounts of funding anticipated to complete the future South Sewer Trunk Line are identified in this report and the City of Lodi CIP with the FY 2024/25 budget cycle (shown in 2021 dollars). There are no projects identified for funding in the FY 2024/25 budget cycle.
4. Each new development project proportionally increases the demand for wastewater collection based on the type of development's wastewaters generation rates. Each development will pay its fair share based on their estimated generation rates.
5. The approximate date for fully funding and constructing the complete South Wastewater Trunk Line is not known at this time due to the City's slow rate of growth, but will be necessary to serve cumulative new development.

Beginning balance July 1, 2023		\$ 5,701,926	
Fees collected		\$ 1,023,329	
Interest earned/market loss		160,756	
Misc. revenue			
Total		<u>\$ 1,184,085</u>	
		Amount	% Fee
Disbursements		from Fee	Funded
Debt Service - Future Users		<u>6,400,000</u>	in FY 23
Total		\$ 6,400,000	0%
Ending balance June 30, 2024	State	\$ 486,011	
		Amount	% Fee
Planned projects for Fiscal Year 2024/25			Funded
No planned projects		<u>\$ -</u>	in FY 24
Total Projects Planned for FY 2024/25		\$ -	0

Wastewater
FUND: 533
Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 843,146	\$ 1,829,724	\$ 1,699,860	\$ 727,976	\$ 1,023,329
Interest Earned/Mkt Gain/Loss	106,363	18,700	(120,582)	45,840	160,756
Misc. Revenue	-	19	-	-	-
Total Revenues	\$ 949,509	\$ 1,848,444	\$ 1,579,278	\$ 773,816	\$ 1,184,085
Expenditures					
Debt Service	\$ 657,689	\$ -	\$ -	\$ -	\$ 6,400,000
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	-	-
Total Expenditures	\$ 657,689	\$ -	\$ -	\$ -	\$ 6,400,000
Revenue Less Expenditures	\$ 291,820	\$ 1,848,444	\$ 1,579,278	\$ 773,816	\$ (5,215,915)
Fund Balance, Beginning of Year	1,208,569	1,500,389	3,348,833	4,928,110	5,701,926
Fund Balance, End of Year	1,500,389	3,348,833	4,928,110	5,701,926	486,011
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ 1,500,389	\$ 3,348,833	\$ 4,928,110	\$ 5,701,926	\$ 486,011

Capital Improvement Projects

FY 2023-2024 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Debt Service - Future Users	-	0%	-	-
Total	\$ -		\$ -	\$ -

FY 2022-2023 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Debt Service - Future Users	2,116,195	0%	-	2,116,195
Total	\$ 2,116,195		\$ -	\$ 2,116,195

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 949,509	\$ 1,848,444	\$ 1,579,278	\$ 773,816	\$ 1,184,085
Available Revenue Prior Fiscal Year (2-yr Old Funds)	860,455	949,509	1,848,444	1,579,278	773,816
Available Revenue Prior Fiscal Year (3-yr Old Funds)	593,009	860,455	949,509	1,848,444	1,579,278
Available Revenue Prior Fiscal Year (4-yr Old Funds)	565,860	593,009	860,455	949,509	1,848,444
Available Revenue Prior Fiscal Year (5-yr Old Funds)	426,259	565,860	593,009	860,455	949,509
Available Revenue Greater than five Prior Fiscal Years	(1,894,703)	(1,468,444)	(902,584)	(309,575)	(5,849,120)
Total Revenue Available	\$ 1,500,389	\$ 3,348,833	\$ 4,928,110	\$ 5,701,926	\$ 486,011

Five Year Expenditure to Revenue Match

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	797,192	703,197	2,645,635	2,282,475	3,419,451
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	(139,503)	(703,197)	(2,645,635)	(2,282,475)	2,980,549
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ 657,689	\$ -	\$ -	\$ -	\$ 6,400,000

3. Storm Drainage Fee (Funds 535)

The Storm Drainage IMF was first adopted by the City Council in 1991 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2021 Nexus Study identified the need for new Storm Drainage Basin areas to serve the needs of new development. The 2021 Nexus Study determined that in some areas, new development would be responsible for fully constructing and funding its own infrastructure demands. In other areas, a fee is required to facilitate the construction of necessary improvements. The update to the fee is to include the cost of the funded facilities to account for inflation and the removal of the pipes that will be developer constructed from the zone fees.

For purposes of this study, a plan-based fee methodology was used. There are no existing deficiencies in this program. Current development is served by current infrastructure. Future development will either directly construct and finance its own storm drainage facilities, or pay into this fee program, depending on its geography within the City. This zone-based IMF program funds new development's fair share of storm drainage facilities necessary to serve each zone's needs.

Ending Balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

There are no projects programmed in this fund for FY 2024/25. All facilities in this program have been constructed or will be privately funded.

Required Findings

1. The purpose of the Storm Drainage fee is to fund the storm drainage costs that include a proportionate share of storm drainage basins and pipe costs depending on the geography of each project.
2. The reasonable relationship between the storm drainage fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2021 Update, July 2021, effective September 19, 2021*.
3. The sources and amounts of funding anticipated to complete the future storm drainage facilities are identified in this report and the City of Lodi CIP with the FY 2024/25 budget cycle (shown in 2021 dollars).
4. Each new development project proportionally increases the additional runoff generating a need for additional storm drainage infrastructure based on the runoff coefficient for that respective type of development. Each development will fund its fair share of infrastructure in their zone based on the increase in impervious area generated by the development.

5. The approximate date for funding and constructing these facilities is not shown in this report. Future projects will be included in future year CIP documents. There are no projects identified for funding in the FY 2024/25 budget cycle.

Beginning balance July 1, 2023	\$ 2,506,348	
Fees collected	\$ 89,530	
Interest earned/market loss	127,994	
Misc. revenue	-	
Total	<u>\$ 217,524</u>	
		% Fee
	Amount	Funded
Disbursements	from Fee	in FY 23
No projects	<u>\$ -</u>	0%
Total	\$ -	
Ending balance June 30, 2024	\$ 2,723,872	
		% Fee
	Amount	Funded
Planned projects for Fiscal Year 2024/25		in FY 24
No planned projects	<u>\$ -</u>	0%
Total Projects Planned for FY 2024/25	\$ -	

Storm Drain
FUND: 535
Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 232,393	\$ 649,922	\$ 296,860	\$ 20,491	\$ 89,530
Interest Earned/Mkt Gain/Loss	79,126	18,968	(57,133)	21,200	127,994
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 311,520	\$ 668,890	\$ 239,727	\$ 41,691	\$ 217,524
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Less Expenditures	\$ 311,520	\$ 668,890	\$ 239,727	\$ 41,691	\$ 217,524
Fund Balance, Beginning of Year	1,244,520	1,556,039	2,224,929	2,464,657	2,506,348
Fund Balance, End of Year	1,556,039	2,224,929	2,464,657	2,506,348	2,723,872
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ 1,556,039	\$ 2,224,929	\$ 2,464,657	\$ 2,506,348	\$ 2,723,872

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2023-2024 Projects				
Total	\$ -		\$ -	\$ -

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2022-2023 Projects				
Total	\$ -		\$ -	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 311,520	\$ 668,890	\$ 239,727	\$ 41,691	\$ 217,524
Available Revenue Prior Fiscal Year (2-yr Old Funds)	288,607	311,520	668,890	239,727	41,691
Available Revenue Prior Fiscal Year (3-yr Old Funds)	16,473	288,607	311,520	668,890	239,727
Available Revenue Prior Fiscal Year (4-yr Old Funds)	43,333	16,473	288,607	311,520	668,890
Available Revenue Prior Fiscal Year (5-yr Old Funds)	53,461	43,333	16,473	288,607	311,520
Available Revenue Greater than five Prior Fiscal Years	842,645	896,106	939,440	955,913	1,244,520
Total Revenue Available	\$ 1,556,039	\$ 2,224,929	\$ 2,464,657	\$ 2,506,348	\$ 2,723,872

Five Year Expenditure to Revenue Match

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -

4. Transportation Fee Program (Fund 308)

The Transportation IMF was first adopted by the City Council in 1991 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates.

The 2021 Nexus Study identified \$42.7 million in combined traffic signal and roadway improvements needed to serve the City. The overwhelming majority (75%) of the Harney Lane improvements were anticipated to be funded by sources outside the IMFP. The large majority (16%) of the Victor Rd. improvements are also anticipated to be funded by sources outside the IMFP. The Harney Lane project was completed in the summer of 2018. The 2012 Nexus Study anticipated \$2,612,445 in 2020 dollars to be spent from the IMFP on the Harney Lane project. The project was completed without using IMFP funds, leaving the balance available for other listed IMFP improvements. Traffic Signals are included in the Transportation IMF based on new developments share of trips through the various intersections. New developments' share ranges from 20-100% of each project with new developments' share identified in the nexus study.

For purposes of the study, a plan-based fee calculation methodology was used. Trip generation rates and pass-by trip percentages were used to develop DUE factors for each land use type. These DUE factors were then used to allocate costs to each land use type. There is no existing deficiency as current treatment and storage needs are met by current facilities.

Ending Balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

There are three projects programmed in this fund for FY 2024/25, including Victor/Guild Signal, Turner/Ca Signal and Harney Lane Widening. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Transportation fee is to fund traffic facility costs that include a proportionate share of new traffic signals and road widening projects.
2. The reasonable relationship between the transportation fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2021 Update, July 2021, effective September 19, 2021*.
3. The sources and amounts of funding anticipated to complete future transportation facilities are identified in this report and the City of Lodi CIP with the FY 2024/25 budget cycle (shown in 2021 dollars).
4. Each new development project generates additional trips and adds to the incremental need for roadway capacity improvements. New development will be responsible to maintain roadway improvement projects of a LOS E as identified in the Nexus study.

5. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2023	\$ 2,429,395
Fees collected	\$ 322,248
Interest earned/market loss	127,872
Misc. revenue	-
Total	<u>\$ 450,120</u>

	Amount	% Fee
Disbursements	from Fee	Funded
Victor/Guild Signal	<u>\$ 2,868</u>	in FY 23
Total	<u>\$ 2,868</u>	100%

Ending balance June 30, 2024 \$2,876,647

	Amount	% Fee
Planned projects for Fiscal Year 2024/25	Amount	Funded
Project: Turner/CA Signal	80,000	in FY 24
Project: Signal Victor/Guild Roads	738,271	100%
Project: Harney Lane Widening	<u>300,000</u>	100%
Total Projects Planned for FY 2024/25	<u>\$1,118,271</u>

Streets
FUND: 308
Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 202,351	\$ 569,911	\$ 363,686	\$ 209,409	\$ 322,248
Interest Earned/Mkt Gain/Loss	68,921	15,628	(53,624)	16,734	127,872
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 271,272	\$ 585,539	\$ 310,061	\$ 226,143	\$ 450,120
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	1,320	3,380	2,838	18,191	2,868
Total Expenditures	\$ 1,320	\$ 3,380	\$ 2,838	\$ 18,191	\$ 2,868
Revenue Less Expenditures	\$ 269,952	\$ 582,159	\$ 307,223	\$ 207,952	\$ 447,252
Fund Balance, Beginning of Year	1,062,109	1,332,061	1,914,220	2,221,443	2,429,395
Fund Balance, End of Year	1,332,061	1,914,220	2,221,443	2,429,395	2,876,647
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ 1,332,061	\$ 1,914,220	\$ 2,221,443	\$ 2,429,395	\$ 2,876,647

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2023-2024 Projects				
Victor/Guild Signal	2,868	100%	2,868	-
Total	\$ 2,868		\$ 2,868	\$ -
FY 2022-2023 Projects				
Victor/Guild Signal	53,409	34%	18,191	35,218
Total	\$ 53,409		\$ 18,191	\$ 35,218

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2020/21	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 271,272	\$ 585,539	\$ 310,061	\$ 226,143	\$ 450,120
Available Revenue Prior Fiscal Year (2-yr Old Funds)	206,636	271,272	585,539	310,061	226,143
Available Revenue Prior Fiscal Year (3-yr Old Funds)	98,277	206,636	271,272	585,539	310,061
Available Revenue Prior Fiscal Year (4-yr Old Funds)	80,246	98,277	206,636	271,272	585,539
Available Revenue Prior Fiscal Year (5-yr Old Funds)	368,439	80,246	98,277	206,636	271,272
Available Revenue Greater than five Prior Fiscal Years	307,190	672,249	749,657	829,743	1,033,512
Total Revenue Available	\$ 1,332,061	\$ 1,914,220	\$ 2,221,443	\$ 2,429,395	\$ 2,876,647

Five Year Expenditure to Revenue Match

	FY 2019/20	FY 2020/21	FY 2020/21	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	1,320	3,380	2,838	18,191	2,868
Total Annual Expenditures	\$ 1,320	\$ 3,380	\$ 2,838	\$ 18,191	\$ 2,868

6. Police Fee Program (Fund 435)

The Police IMF was first adopted by the City Council in 1991 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates.

The 2021 Nexus Study identified that the current police station is adequate to serve the City's needs through 2035. New development and the growth in residents will drive the need for new police personnel who will occupy space within the existing police station. Therefore, it is appropriate for new development to fund its share of the existing police station, including debt service.

For purposes of the study, a plan-based fee methodology was used establishing a level of service standard of 1.70 police personnel (this includes both sworn and non-sworn officers) per thousand residents was used. There are no existing deficiencies in this fee program. Based on this methodology, 66% of the cost of the police station is allocated to existing development and 19% for development beyond 2035. The remaining 15% is allocated to anticipated development through 2035. A total of \$4.1 Million of debt service cost is eligible for allocation to new development. In addition, \$537,784 in vehicle costs (in 2020 dollars) was allocated to new development. These are the new vehicles required to support new officers made necessary by new development.

Ending Balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

There are no programmed projects for FY 2024/25 in this fund. New vehicle purchases are planned only as new officers are hired to serve new development. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Police Fee is to fund police-related capital costs, including financing costs, attributable to the impact from new development.
2. The reasonable relationship between the Police Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2021 Update, July 2021, effective September 19, 2021*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities or vehicle costs are identified in this report (shown in 2021 dollars).
4. Each new development project adds additional residents and employees and adds to the incremental need for additional police facilities and equipment. The police facilities and equipment must be expanded as new development occurs.
5. Facilities in this program have already been constructed. Fee revenue pays development's proportionate cost of currently overbuilt facilities, including debt service. Additionally, fee

revenue will fund new development's proportion cost of new vehicle costs to support new officers through 2035.

Beginning balance July 1, 2023	\$ 1,548,880
Fees collected	\$ 229,599
Interest earned/market loss	86,575
Misc. revenue	-
Total	\$ 316,174

	Amount from Fee	% Fee Funded in FY 23
Disbursements		
No projects	\$ -	0%
Total	\$ -	

Ending balance June 30, 2024 \$1,865,054

	Amount	% Fee Funded in FY 24
Planned projects for Fiscal Year 2024/25		
No planned projects	\$ -	0%
Total Projects Planned for FY 2024/25	\$ -	

Police
FUND: 435
Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 164,537	\$ 474,003	\$ 307,070	\$ 154,938	\$ 229,599
Interest Earned/Mkt Gain/Loss	32,267	7,819	(32,890)	12,552	86,575
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 196,804	\$ 481,822	\$ 274,180	\$ 167,490	\$ 316,174
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Less Expenditures	\$ 196,804	\$ 481,822	\$ 274,180	\$ 167,490	\$ 316,174
Fund Balance, Beginning of Year	428,584	625,388	1,107,210	1,381,390	1,548,880
Fund Balance, End of Year	625,388	1,107,210	1,381,390	1,548,880	1,865,054
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ 625,388	\$ 1,107,210	\$ 1,381,390	\$ 1,548,880	\$ 1,865,054

Capital Improvement Projects

FY 2023-2024 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Total	\$ -		\$ -	\$ -

FY 2022-2023 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Total	\$ -		\$ -	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2020/21	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 196,804	\$ 481,822	\$ 274,180	\$ 167,490	\$ 316,174
Available Revenue Prior Fiscal Year (2-yr Old Funds)	133,638	196,804	481,822	274,180	167,490
Available Revenue Prior Fiscal Year (3-yr Old Funds)	70,463	133,638	196,804	481,822	274,180
Available Revenue Prior Fiscal Year (4-yr Old Funds)	22,526	70,463	133,638	196,804	481,822
Available Revenue Prior Fiscal Year (5-yr Old Funds)	156,165	22,526	70,463	133,638	196,804
Available Revenue Greater than five Prior Fiscal Years	45,792	201,957	224,483	294,946	428,584
Total Revenue Available	\$ 625,388	\$ 1,107,210	\$ 1,381,390	\$ 1,548,880	\$ 1,865,055

Five Year Expenditure to Revenue Match

	FY 2019/20	FY 2020/21	FY 2020/21	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -

7. Fire Fee Program (Fund 436)

The Fire IMF was first adopted by the City Council in 1991 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2021 Nexus Study identified a need to expand and relocate Fire Station 2 in order to serve buildout of the City. The study also identified an overbuild of Fire Station 4 carried over. Fire Station 4 was constructed in part from a loan from the Water Fee Program to the Fire Fee Program. As of June 30, 2022, the loan was paid off.

For purposes of the study, a plan-based fee methodology was used. There are no existing deficiencies in this fee program. Based on this methodology, 81% of the cost of the expanded fire station is allocated to existing development and 19% is allocated to anticipated development through 2035. A total of \$4.5 Million is eligible for allocation to new development. However, because the anticipated cost of Station 2 expansion was only \$1.6 Million, including financing costs, and the outstanding loan from the Water Fee Program was \$1.2 Million, as of the date the Nexus Study was prepared, only \$2.8 Million was allocated to new development.

Ending Balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

The expansion of Fire Station 2 and the construction of Fire Station 4 (financed with a loan from the Water Fee Program) are attributable to new development and new development will be required to pay for 100% of the costs associated with each.

There are no programmed projects for FY 2024/25 in this fund. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Fire Fee is to fund fire-related capital costs, including financing costs, attributable to the impact from new development.
2. The reasonable relationship between the Fire Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities or vehicle costs are identified in this report (shown in 2021 dollars).
4. Each new development project adds additional residents and employees and adds to the incremental need for additional fire facilities and equipment. The fire facilities and equipment must be expanded as new development occurs.
5. Facilities in this program have already been constructed. Fee revenue pays development's proportionate cost of currently overbuilt facilities, including external and internal loan

repayments. Internal loan repayments are scheduled as revenues are received and the current repayment date is unknown.

Beginning balance July 1, 2023	\$ 149,069
Fees collected	\$ 169,106
Interest earned/market loss	14,254
Misc. revenue	-
Total	<u>\$ 183,359</u>

	Amount	% Fee
Disbursements	from Fee	Funded
Loan interest	-	in FY 23
Total	<u>\$ -</u>	0%

Ending balance June 30, 2024 \$ 332,428

	Amount	% Fee
Planned projects for Fiscal Year 2024/25		Funded
No planned projects	\$ -	in FY 24
Total Projects Planned for FY 2024/25	<u>\$ -</u>	0%

**Fire
FUND: 436**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 109,955	\$ 295,565	\$ 189,732	\$ 106,399	\$ 169,106
Interest Earned/Mkt Gain/Loss	619	1,856	(1,603)	995	14,254
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 110,574	\$ 297,421	\$ 188,129	\$ 107,394	\$ 183,359
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
Loan interest	4,784	243	252	-	-
AB 1600 Disbursements	-	-	-	-	-
Total Expenditures	\$ 4,784	\$ 243	\$ 252	\$ -	\$ -
Revenue Less Expenditures	\$ 105,791	\$ 297,178	\$ 187,877	\$ 107,394	\$ 183,359
Fund Balance, Beginning of Year	(549,171)	(443,380)	(146,202)	41,675	149,069
Fund Balance, End of Year	(443,380)	(146,202)	41,675	149,069	332,428
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ (443,380)	\$ (146,202)	\$ 41,675	\$ 149,069	\$ 332,428

Capital Improvement Projects

FY 2023-2024 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Loan interest	-		-	-
Total	\$ -		\$ -	\$ -

FY 2022-2023 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Loan interest	252		-	252
Total	\$ 252		\$ -	\$ 252

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 110,574	\$ 297,421	\$ 188,129	\$ 107,394	\$ 183,359
Available Revenue Prior Fiscal Year (2-yr Old Funds)	487,477	110,574	297,421	188,129	107,394
Available Revenue Prior Fiscal Year (3-yr Old Funds)	43,027	487,477	110,574	297,421	188,129
Available Revenue Prior Fiscal Year (4-yr Old Funds)	22,029	43,027	487,477	110,574	297,421
Available Revenue Prior Fiscal Year (5-yr Old Funds)	121,966	22,029	43,027	487,477	110,574
Available Revenue Greater than five Prior Fiscal Years	(1,228,453)	(1,106,730)	(1,084,954)	(1,041,926)	(554,449)
Total Revenue Available	\$ (443,380)	\$ (146,202)	\$ 41,675	\$ 149,069	\$ 332,428

Five Year Expenditure to Revenue Match

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ 4,784	\$ 243	\$ 252	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ 4,784	\$ 243	\$ 252	\$ -	\$ -

8. Parks Fee Program (Fund 437)

The Parks IMF was first adopted by the City Council in 1991 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2021 Nexus Study identified a need to improve three parklands located within the City to serve new development. Additionally, all the neighborhood parks (totaling 5.5 acres per 1,000 residents) required to serve new development will be privately funded by future development. In 2013, Resolution 2013-184 was passed to amend the parks IMFP to include neighborhood parks. The Neighborhood Parks included in the 2013 update only service the area that is bounded by Lower Sacramento Road on the east, Woodbridge Irrigation District canal on the north, Harney Lane on the south and one-half mile west of Lower Sacramento Road on the west.

For purposes of the study, a level of service standard was used establishing a total of 8.0 acres of combined parkland, open space and special use areas per 1,000 residents. The Neighborhood Parks for the purposes of the study, a level of service standard was used establishing a total of 2.5 acres of neighborhood parks per 1,000 residents. There are no existing deficiencies in this fee program. Three types of parkland exist within the City including neighborhood, community and regional. The IMF only covers new development's share of the community and regional parks, a portion of natural open space and special use areas. For neighborhood parks, \$11.4 million is allocated to future development based on the number of persons served.

Ending balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects funded in Fiscal Year 2024/25 include DeBenedetti Park Development. Future projects will be included in the future year CIP documents as shown below.

Required Findings

1. The purpose of the Parks Fee is to fund facilities attributable to the impact from new development.
2. The reasonable relationship between the Parks Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2021 dollars) and in the Fiscal Year 2024/25 Budget and CIP Document.
4. Each new development project adds additional residents and/or employees and adds to the incremental need for additional community park facilities. The community park portion of the IMFP for each type of development is determined based on the number of resident and employee equivalents that each type of development will add.

5. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects are included in the City's CIP documents.

Beginning balance July 1, 2023	\$ 7,297,580	
Fees collected	\$ 1,183,296	
Interest earned/market loss	404,534	
Misc. revenue	<u>-</u>	
Total	\$ 1,587,830	
		% Fee
	Amount	Funded
Disbursements	from Fee	in FY 23
DeBenedetti Park	<u>284,602</u>	100%
Total	\$ 284,602	
Ending balance June 30, 2024	\$ 8,600,809	
		% Fee
		Funded
Planned projects for Fiscal Year 2024/25	Amount	in FY 24
DeBenedetti Park Development	<u>\$ 4,643,954</u>	100%
Total Projects Planned for FY 2024/25	\$ 4,643,954	

Parks & Recreation

FUND: 437

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 1,949,920	\$ 2,039,756	\$ 1,789,694	\$ 921,946	\$ 1,183,296
Interest Earned/Mkt Gain/Loss	149,084	31,989	(155,267)	57,626	404,534
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 2,099,004	\$ 2,071,744	\$ 1,634,427	\$ 979,572	\$ 1,587,830
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
Misc. Adjustments	-	-	-	-	-
AB 1600 Disbursements	82,357	144,437	75,189	64,575	284,602
Total Expenditures	\$ 82,357	\$ 144,437	\$ 75,189	\$ 64,575	\$ 284,602
Revenue Less Expenditures	\$ 2,016,647	\$ 1,927,307	\$ 1,559,239	\$ 914,997	\$ 1,303,229
Fund Balance, Beginning of Year	879,390	2,896,037	4,823,344	6,382,583	7,297,580
Fund Balance, End of Year	2,896,037	4,823,344	6,382,583	7,297,580	8,600,809
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ 2,896,037	\$ 4,823,344	\$ 6,382,583	\$ 7,297,580	\$ 8,600,809

Capital Improvement Projects

FY 2023-2024 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
DeBenedetti Park Development	284,602	100%	284,602	0
Total	\$ 284,602		\$ 284,602	\$ 0

FY 2022-2023 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
DeBenedetti Park Development	301,338	21%	64,575	236,763
Total	\$ 301,338		\$ 64,575	\$ 236,763

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 2,099,004	\$ 2,071,744	\$ 1,634,427	\$ 979,572	\$ 1,587,830
Available Revenue Prior Fiscal Year (2-yr Old Funds)	620,522	2,099,004	2,071,744	1,634,427	979,572
Available Revenue Prior Fiscal Year (3-yr Old Funds)	301,265	620,522	2,099,004	2,071,744	1,634,427
Available Revenue Prior Fiscal Year (4-yr Old Funds)	41,227	301,265	620,522	2,099,004	2,071,744
Available Revenue Prior Fiscal Year (5-yr Old Funds)	506,061	41,227	301,265	620,522	2,099,004
Available Revenue Greater than five Prior Fiscal Years	(672,042)	(310,417)	(344,379)	(107,689)	228,231
Total Revenue Available	\$ 2,896,037	\$ 4,823,344	\$ 6,382,583	\$ 7,297,580	\$ 8,600,809

Five Year Expenditure to Revenue Match

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ 82,357	\$ 144,437	\$ 75,189	\$ 64,575	\$ 284,602
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ 82,357	\$ 144,437	\$ 75,189	\$ 64,575	\$ 284,602

9. Electric Utility Fee Program (Fund 505)

The Electric Utility IMF was first adopted by the City Council in 2007 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates.

The 2021 Nexus Study identified a need for new electric utility facilities to serve additional demand for electricity caused by new development. A Distribution Capacity Plan was used to determine peak load demand, and the system is sized to meet peak load needs of the end users (consumers of electricity). The assumptions from the 2012 IMFP remain the same, aside from the 2017 addition of the 230kV intertie system designed to increase the electrical system's capacity and reliability.

For purposes of the study, a plan-based fee methodology was used. There are no existing deficiencies in this fee program. A total of \$6.5 million (in 2020 dollars) is allocated to new development covering a variety of electric utility facilities including distribution reinforcements, feeder additions, an added bank, and overhead and underground line extensions, 1272 feeder extension for South West development and 230kV intertie system.

Projects funded and expended in Fiscal Year 2023/24 included the 1267/1247 Feeder Extension, Henning Getaway Upgrade Project, and McLane 1229 Extension Project.

Ending Balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects funded in Fiscal Year 2024/25 include the Henning Getaway Upgrade Project, McLane 1229 Extension Project, Killelea 1211 Reconductor Project, and Westgate Substation Pole Replacement Project. The 1267/1247 Feeder Extension Project was completed in Fiscal Year 2023/24. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Electric Utility Fee is to fund electric utility facilities attributable to the impact of new development.
2. The reasonable relationship between the Electric Utility Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2021 Update, dated July 2021, effective September 19, 2021*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2021 dollars) and in the City of Lodi Fiscal Year 2023-24 Budget and CIP.
4. The development of new residential and non-residential land uses in the City will require electrical service and increase the need for additional electrical infrastructure. Each

development pays its fair share of the electric infrastructure based on the average load factor generated by each type of development.

5. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2023	\$ 1,243,704
Fees collected	\$ 327,594
Interest earned/market loss	1,333
Misc. revenue	-
Total	<u>\$ 328,927</u>

	Amount from	% Fee
	Fee	Funded
		in FY 23
Disbursements		
1267/1247 Feeder Extension	\$ 413,630	100%
Henning Getaway Upgrade	260,925	100%
McLane 1229 Extension	19,948	100%
Total	<u>\$ 694,503</u>	

Ending balance June 30, 2024	\$ 878,128
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	Amount	% Fee
		Funded
		in FY 24
Planned projects for Fiscal Year 2024/25		
Westgate Substation Pole Replacement	150,000	100%
Henning Getaway Upgrade	80,000	100%
McLane 1229 Extension	380,052	100%
Killelea 1211 Reconductor	400,000	100%
Total Projects Planned for FY 2024/25	<u>\$ 1,010,052</u>	

**Electric
FUND: 505**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 265,348	\$ 567,681	\$ 426,581	\$ 306,216	\$ 327,594
Interest Earned/Mkt Gain/Loss	150	125	14,207	174	1,333
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 265,498	\$ 567,806	\$ 440,787	\$ 306,390	\$ 328,927
Expenditures					
Debt Service	\$ -	\$ -	\$ -		
Impact Fee Administration	-	-	-		
AB 1600 Disbursements	-	497,754	557,064	177,680	694,503
Total Expenditures	\$ -	\$ 497,754	\$ 557,064	\$ 177,680	\$ 694,503
Revenue Less Expenditures	\$ 265,498	\$ 70,052	\$ (116,277)	\$ 128,710	\$ (365,576)
Fund Balance, Beginning of Year	895,720	1,161,218	1,231,270	1,114,994	1,243,704
Fund Balance, End of Year	1,161,218	1,231,270	1,114,994	1,243,704	878,128
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ 1,161,218	\$ 1,231,270	\$ 1,114,994	\$ 1,243,704	\$ 878,128

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2023-2024 Projects				
1267/1247 Feeder Extension	\$ 413,630	100%	\$ 413,630	\$ -
Henning Getaway Upgrade	260,925	100%	\$ 260,925	-
McLane 1229 Extension	19,948	100%	\$ 19,948	
Total	\$ 694,503		\$ 694,503	\$ -

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2022-2023 Projects				
1267/1247 Feeder Extension	\$ 148,530	100%	\$ 148,530	\$ -
Henning Getaway Upgrade	29,150	100%	29,150	-
Total	\$ 177,680		\$ 177,680	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 265,498	\$ 567,806	\$ 440,787	\$ 306,390	\$ 328,927
Available Revenue Prior Fiscal Year (2-yr Old Funds)	245,164	265,498	567,806	440,787	306,390
Available Revenue Prior Fiscal Year (3-yr Old Funds)	137,611	245,164	265,498	567,806	440,787
Available Revenue Prior Fiscal Year (4-yr Old Funds)	83,914	137,611	245,164	265,498	567,806
Available Revenue Prior Fiscal Year (5-yr Old Funds)	12,541	83,914	137,611	245,164	265,498
Available Revenue Greater than five Prior Fiscal Years	416,490	(68,723)	(541,873)	(581,942)	(1,031,281)
Total Revenue Available	\$ 1,161,218	\$ 1,231,270	\$ 1,114,993	\$ 1,243,703	\$ 878,128

Five Year Expenditure to Revenue Match

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	497,754	557,064	177,680	694,503
Total Annual Expenditures	\$ -	\$ 497,754	\$ 557,064	\$ 177,680	\$ 694,503

10. General City Facilities Fee Program (Fund 438)

The General City Facilities IMF was first adopted by the City Council in 1991 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates.

The 2021 Nexus Study identified a need for additional library building space, a remodel of the public safety building, updates to the City's General Plan, and the IMFP, all of which are required to serve new development.

For purposes of the study, a plan-based fee methodology was used. New development is responsible for 19% of the cost of the General Plan Update and the Public Safety Building Remodel and total costs. Existing development is responsible for 81% of the cost of the General Plan Update and the Public Safety Building Remodel and of the cost for both the expansion of the library and fee program updates.

Ending Balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

There are no projects programmed in this fund for Fiscal Year 2024/25. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the General City Facilities Fee is to fund general city facilities costs, including remodeling of the existing public safety building, updating the City's general plan, library expansion, and fee program updates, attributable to the impact of new development.
2. The reasonable relationship between the General City Facilities Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2021 dollars) and in the City of Lodi FY 2024/25 Budget and CIP. There are no projects identified for funding in the FY 2024/25 budget cycle.
4. Each new residential and non-residential development will add additional residents and employees who add incremental usage of general public facilities. Each land use will pay a fee based on the number of persons or employees generated by that type of development.
5. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2023	\$ 1,304,875	
Fees collected	\$ 255,750	
Interest earned/market loss	75,404	
Misc. revenue	-	
Total	\$ 331,154	
	Amount	% Fee
Disbursements	from Fee	Funded
No projects	\$ -	in FY 23
Total	\$ -	0%
Ending balance June 30, 2024	\$ 1,636,029	
	Amount	% Fee
Planned projects for Fiscal Year 2024/25		Funded
No Planned projects	\$ -	in FY 24
Total Projects Planned for FY 2024/25	\$ -	0%

General Facilities
FUND: 438
Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 134,039	\$ 388,345	\$ 315,845	\$ 173,259	\$ 255,750
Interest Earned/Mkt Gain/Loss	2,640	5,755	(27,123)	10,408	75,404
Misc Revenue	-	-	20,000	-	-
Total Revenues	\$ 136,680	\$ 394,100	\$ 308,723	\$ 183,667	\$ 331,154
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Less Expenditures	\$ 136,680	\$ 394,100	\$ 308,723	\$ 183,667	\$ 331,154
Fund Balance, Beginning of Year	281,706	418,386	812,486	1,121,208	1,304,875
Fund Balance, End of Year	418,386	812,486	1,121,208	1,304,875	1,636,029
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ 418,386	\$ 812,486	\$ 1,121,208	\$ 1,304,875	\$ 1,636,029

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impace Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2023-2024 Projects				
Total	\$ -		\$ -	\$ -
FY 2022-2023 Projects				
Total	\$ -		\$ -	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 136,680	\$ 394,100	\$ 308,723	\$ 183,667	\$ 331,154
Available Revenue Prior Fiscal Year (2-yr Old Funds)	109,037	136,680	394,100	308,723	183,667
Available Revenue Prior Fiscal Year (3-yr Old Funds)	57,811	109,037	136,680	394,100	308,723
Available Revenue Prior Fiscal Year (4-yr Old Funds)	19,478	57,811	109,037	136,680	394,100
Available Revenue Prior Fiscal Year (5-yr Old Funds)	128,865	19,478	57,811	109,037	136,680
Available Revenue Greater than five Prior Fiscal Years	(33,486)	95,380	114,858	172,669	281,706
Total Revenue Available	\$ 418,386	\$ 812,486	\$ 1,121,208	\$ 1,304,875	\$ 1,636,029

Five Year Ependiture to Revenue Match

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -

10. Art in Public Places Fee Program (Fund 434)

The General City Facilities IMF was first adopted by the City Council in 1991 and was updated most recently in July of 2021 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates.

The 2021 Nexus Study identified a service standard of approximately \$34.61 (in 2020 dollars) per person served in the City for public art. For purposes of the study, a plan-based fee methodology was used based on the then existing inventory of art and its estimated value divided by the population served. New development is responsible for 100% of the new art at the \$34.61 (in 2020 dollars) per person served standard.

Specific art pieces and specific locations for those pieces are not identified in the study, but will be determined as fee revenue becomes available.

Ending Balance for June 30, 2024 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2024/25 include Traffic Control Box Paint, Metal Art Sculpture, HSS Bike Rack Art and Storm Drain Art.

Required Findings

1. The purpose of the Art in Public Places Fee is to fund public art attributable to the impact of new development.
2. The reasonable relationship between the Art and Public Place Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2021 Update, July 2021, effective September 19, 2021*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2021 dollars) and the Fiscal Year 2024/25 Budget.
4. Each new residential and non-residential development will add additional residents and employees who add incrementally to the need for art in public places. Fess will be calculated based on the number of persons served; this ensures that each type of development pays its fair share of the identified project costs.
4. The approximate date for funding and constructing some of these facilities is dependent on availability of sufficient fee revenue. Additional projects will be included in annual budgets as revenues become available.

Beginning balance July 1, 2023	\$ 209,107
Fees collected	\$ 28,937
Interest earned/market loss	11,469
Misc. revenue	-
Total	<u>\$ 40,406</u>

	Amount	% Fee
Disbursements	from Fee	Funded
AIPP Various Projects	<u>2,077</u>	in FY 23
Total	<u>\$ 2,077</u>	100.0%

Ending balance June 30, 2024 \$ 247,436

	Amount	% Fee
Planned projects for Fiscal Year 2024/25		Funded
		in FY 24
Project: Traffic Control Box Paint	5,150	100.0%
Project: HSS Bike Rack Art	9,500	100.0%
Project: Storm Drain Art	<u>3,000</u>	100.0%
Total Projects Planned for FY 2024/25	<u>\$ 17,650</u>	

Arts in Public Places

FUND: 434

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 19,125	\$ 51,271	\$ 38,027	\$ 19,612	\$ 28,937
Interest Earned/Mkt Gain/Loss	7,100	1,459	(4,314)	1,699	11,469
Misc Revenue	-	-	-	-	-
Total Revenues	\$ 26,226	\$ 52,730	\$ 33,713	\$ 21,311	\$ 40,406
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	1,000	-	-	-	-
AB 1600 Disbursements	6,473	15,750	20,450	150	2,077
Total Expenditures	\$ 7,473	\$ 15,750	\$ 20,450	\$ 150	\$ 2,077
Revenue Less Expenditures	\$ 18,753	\$ 36,980	\$ 13,263	\$ 21,161	\$ 38,329
Fund Balance, Beginning of Year	118,950	137,703	174,683	187,946	209,107
Miscellaneous Adjustments	-	-	-	-	-
Fund Balance, End of Year	137,703	174,683	187,946	209,107	247,436
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ 137,703	\$ 174,683	\$ 187,946	\$ 209,107	\$ 247,436

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impace Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2023-2024 Projects				
Traffic Control Box Painting	2,077	100.0%	2,077	-
Total	\$ 2,077		\$ 2,077	\$ -

	Project Amount Expended	Percent Funded by Impace Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2022-2023 Projects				
Traffic Control Box Painting	150	100.0%	150	-
Total	\$ 150		\$ 150	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 26,226	\$ 52,730	\$ 33,713	\$ 21,311	\$ 40,406
Available Revenue Prior Fiscal Year (2-yr Old Funds)	18,592	26,226	52,730	33,713	21,311
Available Revenue Prior Fiscal Year (3-yr Old Funds)	9,051	18,592	26,226	52,730	33,713
Available Revenue Prior Fiscal Year (4-yr Old Funds)	4,734	9,051	18,592	26,226	52,730
Available Revenue Prior Fiscal Year (5-yr Old Funds)	18,166	4,734	9,051	18,592	26,226
Available Revenue Greater than five Prior Fiscal Years	60,935	63,351	47,635	56,535	73,050
Total Revenue Available	\$ 137,703	\$ 174,683	\$ 187,946	\$ 209,107	\$ 247,436

Five Year Expenditure to Revenue Match

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	7,473	15,750	20,450	150	2,077
Total Annual Expenditures	\$ 7,473	\$ 15,750	\$ 20,450	\$ 150	\$ 2,077

11. Regional Transportation Impact Fee Program (Fund 314)

The Regional Transportation Impact Fee (RTIF) is a county-wide, multi jurisdiction capital improvement funding program intended to cover a portion of the costs for new transportation facilities required to serve new development within the County of San Joaquin.

New development throughout the County is subject to the fee. The funding derived from the RTIF program is used in combination with other funding available to complete the needed transportation and transit improvements. More information on the program, including the RTIF Annual Report, including the most recent nexus report, can be found at www.sjcog.org.

Due to the regional nature of transportation impacts and the regional benefit of transportation improvements, it is likely that many projects utilizing RTIF funds collected by the City of Lodi will actually be located outside the City's boundaries. The relationship between the impacts and benefits of the development and those projects is identified in the Nexus Study.

Required Findings

1. The purpose of the RTIF program is to provide new development's share of funding for regional transportation improvements facilities as required at build-out of the region.
2. The reasonable relationship between the RTIF fee and the purpose for which it is charged is demonstrated in the San Joaquin Regional Transportation Impact Fee *Nexus Study* dated April 24, 2017, amended June 2018.
3. The sources and amounts of funding anticipated necessary to complete RTIF improvements are in the San Joaquin Regional Transportation Impact Fee *Nexus Study* dated April 24, 2017, amended June 2018. The potential sources of funding for existing development's share is gas tax, and other local, state, and federal funding.
4. The approximate date for funding and constructing some new facilities is shown in the SJCOC Regional Congestions Management Program report.

Beginning balance July 1, 2023	\$5,220,086	
Fees collected	\$ 699,903	
Interest earned/market loss	281,220	
Misc. revenue	-	
Total	<u>\$ 981,123</u>	
	Amount	% Fee
Disbursements	from Fee	Funded
Harney Lane Widening	<u>\$ 4,542</u>	in FY 23
Total	<u>\$ 4,542</u>	100%
Ending balance June 30, 2024	\$6,196,667	
	Amount	% Fee
Planned projects for Fiscal Year 2024/25		Funded
No planned projects	<u>\$ -</u>	in FY 24
Total Projects Planned for FY 2024/25	<u>\$ -</u>	100%

**Regional Transportation
FUND: 314**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Revenues					
Fees Collected	\$ 1,032,457	\$ 941,698	\$ 1,099,408	\$ 424,040	\$ 699,903
Interest Earned/Mkt Gain/Loss	142,838	27,266	(115,225)	41,175	281,220
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 1,175,295	\$ 968,964	\$ 984,183	\$ 465,215	\$ 981,123
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	-	4,542
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 4,542
Revenue Less Expenditures	\$ 1,175,295	\$ 968,964	\$ 984,183	\$ 465,215	\$ 976,581
Fund Balance, Beginning of Year	1,626,430	2,801,724	3,770,688	4,754,871	5,220,086
Fund Balance, End of Year	2,801,724	3,770,688	4,754,871	5,220,086	6,196,667
Assigned Fund Balance	-	-	-	-	-
Available Fund Balance	\$ 2,801,724	\$ 3,770,688	\$ 4,754,871	\$ 5,220,086	\$ 6,196,667

Capital Improvement Projects

FY 2023-2024 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Harney Lane Widening	\$ -		\$ 4,542	\$ -

FY 2022-2023 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Total	\$ -		\$ -	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Available Revenue Current Year	\$ 1,175,295	\$ 968,964	\$ 984,183	\$ 465,215	\$ 981,123
Available Revenue Prior Fiscal Year (2-yr Old Funds)	637,946	1,175,295	968,964	984,183	465,215
Available Revenue Prior Fiscal Year (3-yr Old Funds)	589,265	637,946	1,175,295	968,964	984,183
Available Revenue Prior Fiscal Year (4-yr Old Funds)	988,387	589,265	637,946	1,175,295	968,964
Available Revenue Prior Fiscal Year (5-yr Old Funds)	679,417	988,387	589,265	637,946	1,175,295
Available Revenue Greater than five Prior Fiscal Years	(1,268,585)	(589,168)	399,219	988,484	1,621,888
Total Revenue Available	\$ 2,801,724	\$ 3,770,688	\$ 4,754,871	\$ 5,220,086	\$ 6,196,667

Five Year Expenditure to Revenue Match

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Expenses Allocation Current Year	\$ (943,063)	\$ (2,118,358)	\$ (3,087,322)	\$ (4,071,504)	\$ (4,532,178)
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	943,063	2,118,358	3,087,322	4,071,504	4,536,719
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 4,542

Regional Transportation Impact Fee

July 1, 2023 through June 30, 2024

<i>Summary of Fees Charged Using FY 23/24 Fee Rates</i>	
Land Use Type	Fee Rate
Single Family Residential (DUE)	\$4,440.75
Single Fam. - Smart Growth Rate	\$3,774.64
Multi-Family Residential (DUE)	\$2,664.44
Multi-Fam. - Smart Growth Rate	\$2,264.78
Retail (Sq Feet)	\$1.76
Office (Sq. Feet)	\$2.22
Commercial / Industrial (Sq. Feet)	\$1.35
Warehouse (Sq. Feet)	\$0.55
Other (Per Trip)	\$136.94

RESOLUTION NO. 2025-

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE IMPACT
MITIGATION FEE PROGRAM ANNUAL REPORT FOR FISCAL YEAR
2023/24

=====

WHEREAS, in accordance with the State’s annual reporting requirements, certain findings are required to be made regarding unexpended development impact fees in connection with consideration of the annual development impact fee report; and

WHEREAS, the Impact Mitigation Fee Program Annual Report for Fiscal Year 2023/24 identifies impact fee programs for which there are unexpended development impact fees for which findings are required and the required findings are included in the report.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the Impact Mitigation Fee (IMF) Program Annual Report for Fiscal Year 2023/24, as shown in Attachment 1 to this Resolution.

Dated: April 2, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2025, by the following votes:

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

OLIVIA NASHED
City Clerk

2025-



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing City Manager to Execute No Cost Amendment No. 2 to Professional Services Agreement with Efficiency Services Group, LLC of Hillsboro, OR for DIY Commercial Lighting Pilot Program (EU)

MEETING DATE:

April 2, 2025

PREPARED BY:

Astrida Trupovnieks, Key Accounts and Customer Programs Specialist

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute a no cost Amendment No. 2 to the Professional Services Agreement with Efficiency Services Group LLC, of Hillsboro, OR for a DIY commercial lighting pilot program.

BACKGROUND INFORMATION:

Efficiency Services Group, LLC (ESG) has been Lodi Electric Utility's (LEU) energy advisor and third-party administrator of a variety of rebate, direct install, and low-income assistance programs since 2014. The current Professional Services Agreement (Agreement) with ESG was executed on July 7, 2022 for a three-year term ending on June 30, 2025 in the amount of \$1,063,758. It included an additional one-year extension option which was approved on February 10, 2025 with no additional funds added.

Early last fiscal year, ESG reported a high saturation rate associated with the residential direct install program reflected by a trending decrease in residential demand. Based upon the success of DIY commercial lighting programs in other jurisdictions, ESG recommended the implementation of a similar program in Lodi. ESG proposes to use existing program funds originally targeted to fund the residential direct install program to fund the proposed DIY commercial lighting program. The remaining residential direct install budget of approximately \$300,000 will provide funding for the proposed pilot program and fund any residential projects requests that may be made.

Based on City Council priorities, it is recommended to implement an initial pilot for businesses on Central Avenue between Lodi Avenue and Tokay Street, and between Cherry Street and Watson Street to upgrade both interior and exterior lighting. ESG is available to begin marketing and outreach immediately upon approval.

ESG will assess existing lighting, identify specific lighting retrofit fixtures, as well as deliver and inspect the installations. In general, business owners are able to install the improvements themselves, or hire a contractor for a more extensive replacement. Since project costs can vary widely, a funding cap per business has not yet been established. To date, ESG manages project funds early during the field assessment phase on a case-by-case basis. This program provides businesses with an additional resource to enhance the efficiency, safety and aesthetics of their establishment, while advancing the Council goals by expanding economic opportunities

COUNCIL COMMUNICATION

in the Central Avenue commercial corridor. Funds will be available on a first come, first served basis.

This proposed program will enhance the existing LEU portfolio of energy efficiency rebates and financial assistance programs available to commercial and industrial customers. If deemed successful, the program could expand to other locations throughout the City.

Staff recommends approval of a no cost Amendment No. 2 to ESG's Agreement to implement a DIY commercial lighting pilot program on Central Avenue between Lodi Avenue and Tokay Street, and between Cherry Street and Watson Street.

STRATEGIC VISION:

2B. Economic Development: Expand and diversify economic opportunities.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Funds included in ESG's existing authorized contract.

Jeff Berkheimer
Electric Utility Director

Scott R. Carney
City Manager

AMENDMENT NO. 2

EFFICIENCY SERVICES GROUP, LLC
AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT NO. 2 to AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 2"), is made and entered this ____ day of ____ 2025, by and between the CITY OF LODI, a municipal corporation ("CITY"), and EFFICIENCY SERVICES GROUP, LLC, an Oregon limited liability company qualified to do business in California ("CONTRACTOR").

WITNESSETH:

1. WHEREAS, CITY and CONTRACTOR entered into an Agreement for Professional Services on July 7, 2022, and Amendment No. 1 on February 10, 2025 (collectively the "Agreement") for energy efficiency services, electric vehicle strategy program services, CARE assistance services, and program administration, as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CITY now requests to amend the scope of said Agreement to add services as set forth in Exhibit 2, attached hereto and made a part hereof, and
3. WHEREAS, CONTRACTOR agrees to said Amendment No. 2 at no additional cost, for the total not to exceed amount of Agreement to remain at \$1,063,785.48.

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

IN WITNESS, WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

EFFICIENCY SERVICES GROUP, LLC,
an Oregon limited liability company qualified
to do business in California

SCOTT R. CARNEY
City Manager

MIRANDA L. BOUTELLE
Chief Operating Officer

Attest:

OLIVIA M. NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney


For Katie
Lucchesi

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on July 7, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Efficiency Services Group, LLC, an Oregon limited liability company authorized to do business in California (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 1) energy efficiency services, 2) electric vehicle strategy program services, 3) CARE assistance services and 4) program administration (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on July 1, 2022 and terminates upon the completion of the Scope of Services or on June 30, 2025, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional one (1) one (1)-year extension; 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 the 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.

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

**ARTICLE 4
MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any

subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight

delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Business Development Manager

To CONTRACTOR: Efficiency Services Group, LLC
5606 NE Elam Young Parkway
Hillsboro, OR 97124
Attn: Mark Gosvener, Chief Operating Officer

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents

owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

Section 4.22 Counterparts and Electronic Signatures

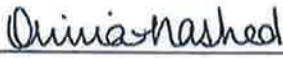
This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original

graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.


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

ATTEST:

CITY OF LODI, a municipal corporation



OLIVIA NASHED
City Clerk


for _____
STEPHEN SCHWABAUER
City Manager

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

EFFICIENCY SERVICES GROUP, LLC
an Oregon limited liability company

By: 



By: 

Name: Mark Gosvener
Title: Chief Operating Officer

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: 50465100.72450/72920
(Business Unit & Account No.)

Doc ID:

CA:Rev.04.2022.1.T

SCOPE OF WORK

This Scope of Work (SOW) includes the following programs:

- **Electric Vehicle Rebate Program Expansion and Administration**
- **Residential, Commercial and Industrial Program Administration and Field Services**
- **CARE Program Income Qualification Services**
- **Residential Direct Install and Snapshot Audit Program**
- **Marketing Support**

Term

The term for this SOW is July 1, 2022 through June 30, 2025, with a one-year option for renewal.

Annual Budget

The budget for programs and services under this SOW for the three-year term with option for one-year renewal is not to exceed \$ \$1,063,785.48. LEU may allocate the budget across any or all programs and services listed in this SOW. This provides LEU with the flexibility to prioritize programs and services across customer market sectors as information is gained and as conditions may change, ensure that programs and services are available to all customers, including hard-to-reach customers, and achieve AB2021 State energy efficiency goals.

Energy Programs Administration

Efficiency Services Group has operated as LEU's Energy Efficiency (EE) Public Benefit Fund Program administrator since 2014. During that time, the program has delivered \$ \$4.5 million in rebates to 3,846 residential customers and 271 businesses in Lodi. The program has provided over 19 million kilowatt hours of energy savings. That is enough to power over three thousand homes in California for a year. In addition to continuing to provide EE program administration, ESG will expand the Electric Vehicle Program that will be funded in part by the State's Low Carbon Fuel Standards (LCFS) program and greenhouse gas funding.

EV Program Expansion (One-Time Only)

ESG will perform the following one-time services:

- Review potential program offerings with LEU to determine goals and objectives of the EV program
- Expand program offerings to include a rebate for vehicle purchase
- Establish program specifications and requirements
- Add program measures and details to ESG's database
- Create rebate application forms
- Meet with LEU and the City building department staff to establish efficient program protocols
- Reach out to local car dealerships and local contractors to inform them about the program incentives and rebate application processes
- Develop/identify program marketing materials to include program brochure, links to industry resources and content for social media and utility website

Office Support (Ongoing)

- Maintain program hotline to address customer/contractor inquiries regarding Lodi's EE and EV programs; the hotline will be staffed 8:00 am – 5:00 pm, Monday through Friday (except for major holidays)
- Manage residential, commercial and industrial EE and EV rebate programs, including review of all customer/contractor rebate applications and project documentation to ensure compliance with LEU program specifications and requirements
- Enter all customer rebates and project details into database
- Provide Lodi with monthly activity reports which include:
 - Program Summary and Number of Customers (current month, YTD, Program to Date)
 - Measure Summary (current month)
 - Customer/Measure Detail (current month)
 - Customer Rebates (current month)
- Maintain all customer/contractor applications and required project documentation for EM&V and other compliance requirements in accordance with City policy. Data will be kept electronically.

Field Support (Ongoing)

- Provide all aspects of field support (audits/inspections) required to ensure LEUs energy programs are in compliance with requirements
- Provide basic technical guidance and assistance to customers and contractors participating in LEU's programs
- Maintain all field records and required project documentation in accordance with City policy. Data will be kept electronically.
- Conduct on-site energy evaluation assistance (if needed) for LEU's larger customers to help determine potential energy efficiency projects and eligibility for participation in LEU's rebate programs
- Perform residential customer site visits within Lodi service territory as requested to address the specific needs of customers regarding the management of their energy use. This may include customer inquiries regarding unusually high energy use and evaluations for potential participation in Lodi's energy programs.

Requests for field visits will be scheduled in a way that provides timely response to customer/contractor requests, while maximizing the use of the Field Specialist's time. A Field Specialist will be available each month. Field support will be performed by knowledgeable, experienced Field Specialists. The City reserves the right to modify this practice based upon customer response and ease of administration. Any modification will be communicated in writing from the City to ESG.

Reporting

ESG will complete and submit annual EE reports in compliance with SB1037 requirements on behalf of LEU. ESG can assist with other reporting as requested.

Third-Party Contractor Oversight

If LEU contracts with another entity to provide energy efficiency services in the City, ESG will provide oversight of the contractors, including:

- Review of contractor's deliverables/responsibilities
- Review of contractor's project documentation/reports submitted to LEU to ensure that work is complete, accurate and compliant with program requirements
- Coordinate with contractors and LEU's PB manager to resolve any questions or issues that arise

Coordination with LEU

ESG's Program Manager will meet monthly with LEU's PB Manager to report on program activity and address any questions or issues, as well as discuss future program developments.

Budget and Goal Tracking

ESG will track and report PB expenditures to LEU to ensure that sector budgets are not exceeded, as well as track and report energy savings acquired and progress towards LEU's AB2021 goals.

NCPA Representation

ESG has been regularly attending NCPA Demand Management Work Group meetings on behalf of our NCPA client utilities for over ten years. ESG staff, NCPA staff and other NCPA members are well known to each other. ESG will represent Lodi at the monthly NCPA Work Group meetings, as well as respond to inquiries from NCPA regarding Lodi's EE and Renewable programs.

Data Management

ESG maintains a database that is used to process rebates as well as report EE and Renewable program activity for all our client utilities. LEU can opt to use ESG's database at no additional charge. ESG's database functions very well in capturing, managing and reporting program activity to respond to CEC and utility budgeting/reporting needs.

Legislative Requirements

ESG stays current on existing and proposed legislation regarding PB funding, energy efficiency, and renewable programs to ensure that LEU remains in compliance with requirements. ESG also stays current on the CEC's reporting requirements, as well as any changes to reporting tools. ESG will provide LEU with all data and draft narratives required to meet legislative/CEC reporting requirements for EE and Electrification programs.

Energy Engineering Services

If ESG or the City deem it necessary to use technical specialists (engineering staff) for large commercial or industrial customers, fees for these services will be in addition to the standard fees listed above. ESG will obtain the City's written approval prior to work beginning and the associated fees will be billed separately from the standard fees on ESG's monthly invoice.

ESG Office Locations

ESG is headquartered in Hillsboro, Oregon. ESG staff maintain a presence in LEU's service area that allows them to address customer needs in a timely manner.

Implementation Timeline

ESG can continue delivery of these program services immediately upon execution of an Agreement with LEU.

Pricing

Electric Vehicle Initial Program Design and Setup (One-Time Only) - ESG will bill a one-time program start-up fee of \$1,500 for the services listed under this section of this SOW.

Monthly fee for Energy Program Administration is \$7,300 for the EE Program and \$550 for the EV Program. This includes up to three days per month in Lodi by an ESG Field Specialist providing auditing, inspecting and high bill inquiry support services. If the City requests ESG's presence in the City's service territory, or if ESG's Field Specialist is required for more than three days per month, ESG will bill \$800 per additional day spent in the field. Travel/field expenses for NCPA Work Group attendance and field services in Lodi will be invoiced in addition to the Program Administration fee, will not be marked up, and will not exceed \$800 per month. The monthly Program Administration fees will be increased 2.5% annually starting in July 2023.

CARE Program Income Qualification Services

ESG has provided income qualification services LEU since 2020. The program allows LEU customers to apply for Customer Assistance & Relief Energy (CARE) funding through a digital application form.

Pricing

The price for this service is \$45 per application.

Residential Snapshot Auditing and Direct Install

ESG has provided the Residential Snapshot Audit and Direct Install for LEU since 2015. To date, the program has served 956 LEU customers. This program is proactive and cost-effectively serves many customers in a short period of time. It also is a great resource for renters and customers with fixed or limited income who are unable to participate in the standard rebate program due to financial restraints or the inability to make permanent changes to a rental property. ESG will work with Lodi to determine how this program can best meet the needs of Lodi by providing instant energy and water savings and a positive experience for residential customers.

ESG will provide the following services:

- Coordinate with Lodi to sign customers up for the program
- Direct installation of selected measures in eligible home
- Field collection of customer and site data
- Email snapshot audit report to Lodi
- Deliver marketing, educational, and customer relations collateral to explain benefits and applications of installed measures, promote other utility programs, and strengthen relationships with customers; development of new collateral materials to be at additional cost, with prior approval by Lodi
- Supply all product, materials and labor associated with the installation of measures
- Warranty fulfillment for all products installed for a period of two years
- Report customer, site and measure installation to Lodi in a flexible format (CSV), including summary reports of snapshot audit findings
- Complete program administration, including customer hotline, invoicing, reporting, inventory management and compliance

Lodi will be asked to provide the following:

- Coordinate with ESG to sign customers up for the program
- Review and approval of marketing and customer relation materials
- Provide a utility-endorsed letter on Lodi letterhead explaining the program that ESG's Energy Efficiency Advisors (EEAs) can present to customers when visiting their homes
- Provide vehicle magnets with Lodi logo so EEAs are clearly identified with the Lodi DI and Snapshot Audit Program
- Provide identification badges issued by the City of Lodi
- Provide shirts for Field Technician with LEU logo

Customer Eligibility

The program will be open to all Lodi residential customers. Lodi Customer Service Representatives can refer customers to the program. Customers may also email or call to sign up for the program, or ESG may approach customers directly. ESG will coordinate with Lodi to finalize a strategy to approach customers and generate sign-ups for the program.

Electronic Data Collection

EEAs utilize a tablet application to electronically capture all snapshot audit and direct install data in the field. The application is a data management system that is linked to a web-based database. The system creates a PDF report of each customer served and emails a copy of the report to Lodi and ESG. All data is uploaded to an online database which allows ESG to prepare activity reports, provide Lodi with aggregate and detailed snapshot audit data, invoicing, and inventory management.

Direct Install Measures (DIMs)

ESG will work with Lodi to finalize the DIMs and quantities to be offered to residential customers through this program. ESG recommends including the following DIMs:

- Screw-In LEDs
- High Performance Showerheads
- Faucet Aerators (1 gpm Bath and 1.5 gpm Kitchen Swivel)
- Thermostatic Shower Valves
- Advanced Infrared Smart Power Strips
- Personal Computer Power Strip

ESG will make product recommendations to Lodi based on field installation experience and customer satisfaction feedback. In addition to the DIMs, EEAs take the opportunity while in the customer home to promote Lodi Electric Utility's energy efficiency rebate programs as well as other related programs that could benefit the customer.

Residential Snapshot Audits

While in the customer home installing DIMs, ESG will acquire the following customer demographic and site/equipment data:

- Customer name and contact information
- Water heater fuel type and size
- Own/rent
- Year built
- Approximate square footage
- Foundation type
- House type
- Primary space heat fuel type
- Primary HVAC system type
- Secondary space heat fuel type
- Secondary HVAC system type
- Central A/C (Yes/No)
- Central A/C tons
- A/C last serviced
- Window type
- Attic insulation
- Wall insulation
- Floor/Crawl insulation
- Duct type
- Duct insulation
- Appliance inventory
 - Clothes dryer fuel
 - Clothes washer type
 - Dishwasher age
 - Evaporative Cooler

- Refrigerator quantity and age
- Freezer quantity and age
- Range/Oven type
- Television quantity and type (HD/analog)
- Window A/C units
- Well pumps
- Pool pumps
- Spa
- Computers
- Customer Comfort (satisfied, not satisfied)
- EEA/customer comments

Field Manual

ESG will coordinate with Lodi to develop a field manual that establishes acceptable DIM installation standards, as well as snapshot audit data collection protocols.

Reportable Energy Savings

Energy savings for the DIMs will be provided in ESG’s monthly EE reports.

Pricing

The fees for the DI Program are on a per-measure-installed basis. Prices include all labor, materials and expenses associated with installation of the products and delivery of services. Fees for direct installed measures and snapshot audits are shown in the following table. Additional measures can be added to the program with prior approval. The estimated annual allocation for DI is \$150,000 per year.

Measure	Cost Unit	Fee per Cost Unit
Home Snapshot Audit	Audit	\$40.00
Screw-In LEDs	Lamp	\$18.00
Standard Showerhead	Showerhead	\$20.00
Handheld Showerhead	Showerhead	\$30.00
Thermostatic Shower Valve	Valve	\$40.00
Faucet Aerator	Aerator	\$ 5.00
Advanced Smart Power Strips	Power Strip	\$90.00
Personal Computer Power Strip	Power Strip	\$90.00

Marketing Support

ESG will provide program marketing materials such as flyers, bill inserts, program catalogs, social media content, newsletters and other materials as requested to support and promote LEU’s new Electric Vehicle program and LEU’s energy efficiency programs. Pricing will be provided on a project-by-project basis upon request. The estimated annual budget for marketing support is \$5,000.

Other Pricing Considerations

Taxes and Other Charges

Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between ESG and the City shall be invoiced by ESG in addition to the price quoted in this SOW. In the event ESG is required to pay any such tax, fee or charge, the City shall reimburse ESG therefore or, in lieu of such payment, the City shall provide ESG at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

ESG reserves the right to modify rates due to the imposition of any new taxes imposed by state, county or local entities.

COMPENSATION**EXHIBIT B**

Year 1	One-Time	Monthly	Annual
EV Set-Up	\$1,500.00		\$1,500.00
Program Administration		\$7,850.00	\$94,200.00
Travel Expenses		\$800.00	\$9,600.00
CARE		\$225.00	\$2,700.00
Direct Install			\$150,000.00
Marketing Support			\$5,000.00
Year 1 Total			\$263,000.00
Year 2			
Program Administration		\$8,097.50	\$97,170.00
Travel Expenses		\$800.00	\$9,600.00
CARE		\$225.00	\$2,700.00
Direct Install			\$150,000.00
Marketing Support			\$5,000.00
Year 2 Total			\$264,470.00
Year 3			
Program Administration		\$8,299.94	\$99,599.25
Travel Expenses		\$800.00	\$9,600.00
CARE		\$225.00	\$2,700.00
Direct Install			\$150,000.00
Marketing Support			\$5,000.00
Year 3 Total			\$266,899.25
Year 4 (optional)			
Program Administration		\$8,507.44	\$102,089.23
Travel Expenses		\$800.00	\$9,600.00
CARE		\$225.00	\$2,700.00
Direct Install			\$150,000.00
Marketing Support			\$5,000.00
Year 4 (optional) Total			\$269,389.23
Total Contract NTE			\$1,063,758.48

EXHIBIT 2

Efficiency SERVICES GROUP

This exhibit outlines changes to the Scope of Work for the City of Lodi Electric Utility (LEU) for its Residential Direct Install (DI) Program and Customer Assistance & Relief Energy (CARE) Program. The scope of work is divided into two sections below.

1. RESIDENTIAL DIRECT INSTALL PROGRAM

Direct Install Measures (DIMs)

Smart Thermostats have been added to the program offerings. Water-saving measures for homes with gas water heat have been removed from the program, as Public Works is no longer funding water measures. The following measures will be included in the program:

Pricing

Measure	Existing Condition	Cost Unit	Fee per Cost Unit
Home Snapshot Audit	Any Residential	Audit	\$40
Screw-In LEDs (DI)	Incandescent and Compact Fluorescent Lamps	Lamp	\$18
Advanced Power Strips (DI)	No advanced power strip	Power Strip	\$90
Door Sweeps (DI)	Air conditioning or Heat Pump	Door Sweep	\$75
Door Sweeps (Requested Leave Behind)	Air conditioning or Heat Pump	Door Sweep	\$30
Standard Showerhead (DI)	Electric hot water only	Showerhead	\$20
Handheld Showerhead (DI)	Electric hot water only	Showerhead	\$30
Thermostatic Shower Valve (DI)	Electric hot water only	Valve	\$40

Faucet Aerator (DI)	Electric hot water only	Aerator	\$5	The fees for the
Smart Thermostat (Requested Leave Behind)	Air conditioning or Heat Pump	Thermostat	\$160	

DI Program are on a per-measure-installed basis. Prices include all labor, materials and expenses associated with installation of the products and delivery of services. Fees for direct installed measures and snapshot audits are shown in the following table. Additional measures can be added to the program with prior approval.

Note: DI: Measures are installed by an Energy Efficiency Advisor
Requested Leave Behind: Measures are left with the customer for the customer to install

New Measures for the Program

Door Sweeps

Adding door sweeps to exterior doors with air gaps is an effective way to reduce energy waste in centrally cooled homes. Door sweeps seal the gap between the bottom of the door and the threshold, preventing drafts from entering and conditioned air from escaping. This helps maintain a consistent indoor temperature, reducing the need for heating and cooling systems to work harder. As a result, you can save on energy costs and improve the overall efficiency of your home. Plus, door sweeps can also help keep out dust, insects, and noise, making homes more comfortable.

Smart Thermostats

Replacing programmable and manual thermostats with smart thermostats is a great way to save energy. Smart thermostats learn your schedule and preferences, automatically adjusting the temperature to optimize energy use. They can detect when you're home or away and adjust the settings, accordingly, thereby ensuring you're not heating or cooling an empty house.

Strategic Partner

ESG will serve as the program administrator. We plan to utilize RD Energy Solutions in the implementation of the program. ESG has had a relationship with this partner for several years and has successfully delivered utility programs with them.

RD Energy Solutions is the installation partner for our commercial and residential direct installation programs. ESG and RD have partnered to implement EE programs for over twenty utilities in California and the Northwest. RD will perform the following tasks:

- Contacting customers to schedule DI visits
- Ordering product needed to complete DI installs
- Installing DI measures
- Entering DI activity for each home served
- Providing all DI measure install data to ESG for each home served

2. CARE Program Income Qualification Services

ESG has provided income qualification services to LEU since 2020. The program allows LEU customers to apply for Customer Assistance & Relief Energy (CARE) funding through a digital application form.

Strategic Partner

ESG will serve as the program administrator. We will partner with the Sustainable Living Center (SLC) of 640 Water Center Dr Walla Wall, WA. 99362 for the implementation of the service. The SLC will review income documentation to ensure applicants meet LEU's program requirements and eligibility. ESG has worked with SLC to provide this service to LEU for the entirety of its implementation.

Pricing

The price for this service is \$45 per application.

AMENDMENT NO. 1

EFFICIENCY SERVICES GROUP, LLC
AGREEMENT FOR PROFESSIONAL SERVICES

THIS CONTRACT AMENDMENT NO. 1 to Agreement for Professional Services ("Amendment No. 1"), is made and entered this 10th day of Feb. 2025, by and between the CITY OF LODI, a municipal corporation ("CITY"), and Efficiency Services Group, LLC, an Oregon limited liability company qualified to do business in California ("CONTRACTOR").

WITNESSETH:

1. WHEREAS, CITY and CONTRACTOR entered into an Agreement for Professional Services ("Agreement") for energy efficiency services, electric vehicle strategy program services, CARE assistance services, and program administration on July 7, 2022, as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CITY now requests to amend said Agreement to extend the term for an additional one (1) one (1)-year extension to and including June 30, 2026 in accordance with Section 2.7 of the Agreement; and
3. WHEREAS, CITY now requests to amend said Agreement as set forth in Exhibit 2, attached hereto and made a part hereof; and
4. WHEREAS, CITY now requests to amend Section 4.8 of the Agreement as follows:

TO CONTRACTOR: Efficiency Services Group, LLC
5625 NE Elam Young Parkway
Hillsboro, OR 97124
Attn: Miranda Boutelle, Chief Operating Officer

5. WHEREAS, CONTRACTOR agrees to said Amendments at no additional cost.

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

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

CITY OF LODI, a municipal corporation

EFFICIENCY SERVICES GROUP, LLC,
an Oregon limited liability company



SCOTT R. CARNEY
City Manager



MIRANDA L. BOUTELLE
Chief Operating Officer

Attest:



OLIVIA M. NASHED
City Clerk

Approved as to Form:



KATIE O. LUCCHESI
City Attorney JK for Katie Lucchesi

EXHIBIT 2



COMMERCIAL DIY LIGHTING PROGRAM

Efficiency Services Group (ESG) is pleased to present this Scope of Work (SOW) to the City of Lodi Electric Utility (LEU) for a Commercial DIY Lighting Program. The details of the SOW are outlined below.

The original budget authorized in the existing approved contract between ESG and the City for the Residential DI Program will be sufficient to cover both the Residential DI program and the new Commercial DIY Lighting Program. Therefore, no additional funds are needed.

The goal of the Commercial DIY Lighting Program is to help business customers upgrade their inefficient lighting. ESG will work with the City of Lodi and LEU to determine specific areas to target for this program.

The Program aims to efficiently help customers upgrade from various types of existing lighting, such as screw-in, pin-based, incandescent, compact and linear fluorescent, and High Intensity Discharge (HID) lighting, to Light-Emitting Diode (LED) lighting. Fixtures and lamps are provided to customers at no cost, and customers are responsible for the installation. They can either install the lighting themselves or hire an electrician. Most customers choose to hire an electrician. ESG verifies the installation of all replacement lighting before invoicing LEU. The program has successfully encouraged some customers to pay for the installation, who might not have participated in LEU's standard lighting retrofit program otherwise.

ESG believes that the Program will provide the opportunity for LEU to:

- Leverage the opportunities and funding from the public benefit fund to contribute to City of Lodi economic development efforts and goals
- Continue to strengthen and build on the relationships established with customers through the standard rebate program
- Afford significant energy and cost savings to targeted customers
- Reduce customer maintenance costs and increase customer security
- Contribute savings toward AB2021 targets

Mix of Measures

The Program includes options for LED upgrades to existing exterior and interior fixtures. The Program will include the following measures:

- LED Screw-In Base Retrofit Lamps: Screw directly into existing screw-in base incandescent and HID fixtures. Requires rewiring of HID fixtures to bypass any existing ballast.
- LED Canopy Lighting: Replace existing HID fixtures commonly found in gas station island canopies and building overhangs.
- LED Pole/Wall Lighting: LED Shoebox and Cobra head fixtures replace existing HID fixtures commonly found throughout commercial parking lots, roadways, auto dealerships, and building perimeters.
- LED Wall packs: replace pre-existing HID wall packs found on commercial buildings.
- LED Commercial New Fixture replacements for existing T5/T8/T12 fluorescent lighting, such as wraparounds, strip/channels, troffers, etc.
- LED Retrofit Lamps and Ballasts to replace existing T8/T12 fluorescent lighting, while keeping the original housing in place and replacing only the internal lamps and ballasts.

Subscribing the Program

An Energy Efficiency Advisors (EEA) will visit customer sites, explain the program, and encourage the customer to participate. During customer site visits, the EEA will:

- Ask to talk with the decision-maker
- Explain the Program offer to the customer
- Encourage the customer to agree to install/upgrade their lighting with LEDs
- If the customer agrees, verify the quantity and type of fixtures, lamps, or upgrade kits needed for the existing lights
- Schedule follow-up visits with the customer to deliver the LED lighting equipment and schedule installations.

When the EEA delivers the LED lighting equipment to the customer, the EEA will schedule another appointment with the customer to return and verify the installation of the fixtures. This will provide the customer with an installation deadline.

ESG has learned through experience that it can take several contacts with a customer and can be a time-intensive task to get them ready to take delivery of LED lighting equipment for installation. EEAs have demonstrated the persistence needed to accomplish this task. Additionally, offering interior CFL/Incandescent/T5/T8/T12 LED installations will help motivate the customer. Please note that kWh and demand kW savings vary based on existing/replacement wattage, location, as well as time of use.

Measure Descriptions	Utility Pricing
Site Visit & Program Presentation	\$100.00
Completed Project Administration	\$375.00
CFL/Fluorescent Pin Base 13W-45W	\$33.00
CFL/Incandescent Edison (screw-in) 13W-100W	\$18.00
4', 2-Lamp T8	\$126.50
4', 3-Lamp T8	\$230.00

4', 4-Lamp T8	\$276.00
2', 2-Lamp T12	\$120.75
3', 2-Lamp T12	\$80.50
4', 1-Lamp T12	\$97.75
4', 2-Lamp T12	\$172.50
4', 3-Lamp T12	\$270.08
4', 4-Lamp T12	\$276.51
8', 1-Lamp T8	\$51.75
8', 1-Lamp T8, HO	\$115.00
8', 2-Lamp T8	\$189.75
8', 2-Lamp T8, HO	\$189.75
8', 1-Lamp T12	\$218.50
8', 1-Lamp T12, HO	\$241.50
8', 2-Lamp T12	\$371.80
8', 2-Lamp T12, HO	\$451.29
4', 2-Lamp T5, HO	\$230.00
4', 4-Lamp T5, HO	\$403.36
4', 6-Lamp T5, HO	\$374.08
Metal halide, (1) 150W lamp	\$320.55
Metal halide, (1) 175W lamp	\$354.84
Metal halide, (1) 250W lamp	\$388.33
Metal halide, (1) 400W lamp	\$417.98
Metal halide, (1) 750W lamp	\$476.43
Metal halide, (1) 1000W lamp	\$605.05
Wall Pack 70W MH	\$293.00
Wall Pack 100W MH	\$293.00
Wall Pack 150W MH	\$316.00
Wall Pack 175W MH	\$350.00
Wall Pack 250W MH	\$383.00
Wall Pack 400W MH	\$560.00
HID – Ballast Bypass 70 Watt	\$163.00
HID - Ballast Bypass 100 Watt	\$188.00
HID - Ballast Bypass 150 Watt	\$188.00
HID - Ballast Bypass 175 Watt	\$213.00
HID - Ballast Bypass 250 Watt	\$383.00
HID - Ballast Bypass 400 Watt	\$413.00
HID - Ballast Bypass 750 Watt	\$475.00

HID - Retrofit Kit w/Driver 750 Watt	\$572.00
HID - Ballast Bypass 1000 Watt	\$655.00
HID - Retrofit Kit w/Driver 1000 Watt	\$700.00
Canopy Parking/Perimeter 70W HID	\$240.00
Canopy Parking/Perimeter 100W HID	\$240.00
Canopy Parking/Perimeter 150W HID	\$280.00
Canopy Parking/Perimeter 175W HID	\$304.00
Canopy Parking/Perimeter 250W HID	\$327.00
Canopy Parking/Perimeter 400W HID	\$520.00
Canopy Gas Stations 175W HID	\$396.00
Canopy Gas Stations 250W HID	\$425.00
Canopy Gas Stations 320W HID	\$599.00
Canopy Gas Stations 400W HID	\$638.00
Area Light (Pole/Wall) 150W HID	\$490.00
Area Light (Pole/Wall) 175W HID	\$665.00
Area Light (Pole/Wall) 250W HID	\$687.00
Area Light (Pole/Wall) 400W HID	\$770.00
Area Light (Pole/Wall) 750W HID	\$985.00
Area Light (Pole/Wall) 1000W HID	\$985.00

Customer Satisfaction

A final verification inspection will be performed on all completed projects. During the final visit, the EEA will ensure that any customer questions or concerns are addressed and resolved before closing the project and invoicing LEU. ESG understands the importance of emphasizing to the customer that the program is coming from LEU and using the program experience to help LEU build and strengthen its relationships with its customers.

Reporting and Invoicing

ESG thoroughly understands the CEC reporting requirements for utility energy efficiency programs. Because of this, ESG can generate complete and accurate activity reports and invoice formats that make it easy for LEU to track budgets, program expenses, and report program results to the CEC. ESG will prepare monthly activity reports and invoices as required by LEU.

Program Administration

ESG will provide complete program administration, including:

- Program development (product selection, marketing materials, customer outreach)
- Customer service/support
- Delivery of LED lighting equipment
- Warranty information

- Reporting/invoicing
- CEC compliance support

Incentive Structure

Interior and exterior LED fixtures/lamps will be provided at no cost to the customer. The customer will be responsible for their installation (either maintenance staff or hiring an electrician).

Pricing

ESG's fees for this program include:

- A fee for marketing and presenting the program offer to each customer
- A program subscription/administration fee for projects completed in the program
- Cost per fixture/lamp installed

Program fees cover all costs, including program development activities, marketing/outreach, labor, materials (including mounting hardware and photocells), state sales tax, travel expenses and admin/overhead.

If needed, additional measures can be added with prior approval by LEU.

Energy Savings

Energy savings values for all measures are based on calculations based on pre/post wattages, assumes exterior fixtures are on all night and fluorescent fixtures are on a minimum of 8 hours per day. Based on quantities per business in other programs, ESG estimates 80,000 kWh per \$50,000 of program budget.

Strategic Partner

ESG will serve as the program administrator. We plan to partner with RD Energy Solutions of 7333 SE Ellis St, Portland OR on the implementation of the program. ESG has had a relationship with this partner for over ten years and has successfully delivered utility programs with them; including the Residential Direct Install Program for LEU.

Marketing Activities

ESG will work with LEU to develop/assemble any program or marketing collateral LEU would like presented to the customers during the EEAs visit. The remainder of the marketing/sales activities will be relational, face-to-face discussions between the customers and the EEA. It may take several conversations and/or site visits by the EEA to subscribe and complete projects under this program.

Payment Schedule

ESG will submit invoices to LEU monthly, accompanied by detailed reports showing each site visited and the work performed at each customer/business site. ESG's payment terms are Net 30 days. If an invoice error is identified by LEU, a corrected invoice will be submitted by ESG within five business days of receiving notification from LEU.



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) to submit the required insurance documentation electronically

Insurance Requirements for Professional 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.
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. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate. May be waived by Risk Manager depending on the scope of services.

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 Contractors 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. 2025-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE NO COST AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH EFFICIENCY SERVICES GROUP, LLC OF HILLSBORO, OR FOR DIY COMMERCIAL LIGHTING PILOT PROGRAM

=====

WHEREAS, Efficiency Services Group, LLC (ESG) has been Lodi Electric Utility's (LEU) energy advisor and third-party administrator of a variety of rebate, direct install, and low-income assistance programs since 2014; and

WHEREAS, the current Professional Services Agreement (Agreement) with ESG was executed on July 7, 2022 for a three-year term ending on June 30, 2025 in the amount of \$1,063,758 and included an additional one-year extension option which was approved on February 10, 2025 with no additional funds added; and

WHEREAS, ESG reported a high saturation rate associated with the residential direct install program and, based upon the success of DIY commercial lighting programs in other jurisdictions, has recommended the implementation of a similar program in Lodi; and

WHEREAS, the City's Economic Development Department has recommended implementation of an initial DIY commercial lighting pilot program for both exterior and interior improvements to businesses on Central Avenue between Lodi Avenue and Tokay Street, and between Cherry Street and Watson Street; and

WHEREAS, ESG will assess existing lighting, identify specific lighting retrofit fixtures, as well as deliver and inspect the installations; business owners will install the improvements themselves, or hire a contractor for a more extensive replacement; and

WHEREAS, this pilot program provides businesses with an additional resource to enhance the efficiency, safety and aesthetics of their establishment, while advancing the Council's goals by expanding economic opportunities in the Central Avenue commercial corridor; and

WHEREAS, this proposed program will enhance LEU's existing robust portfolio of energy efficiency rebates and financial assistance programs available to commercial and industrial customers, and if deemed successful, could expand to other locations throughout the City; and

WHEREAS, staff are requesting approval of a no cost Amendment No. 2 to ESG's Agreement to implement the proposed DIY commercial lighting pilot program as noted above with no additional funding requested.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute a no cost Amendment No. 2 to the Professional Services Agreement with Efficiency Services Group LLC, of Hillsboro, OR for a DIY commercial lighting pilot program; 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: April 2, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2025 by the following vote:

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

OLIVIA NASHED
City Clerk

2025-



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Approving Amendment No. 1 to the Agreement with Lodi Unified School District to Provide Community Based Organization (CBO) After School Staff Support for the Bridge Program at Five Locations During School Year 2024-25, Increasing the Agreement Amount by \$51,530 for a Total Not-to-Exceed Amount of \$540,530 an Appropriate Funds (PRCS)

MEETING DATE:

April 2, 2025

PREPARED BY:

Emerson Yellen, Deputy Director of Parks, Recreation, and Cultural Services

RECOMMENDED ACTION:

Adopt a resolution approving Amendment No. 1 to the agreement with Lodi Unified School District to provide Community Based Organization (CBO) after-school staff support for the Bridge Program at five locations during the 2024-25 school year, increasing the agreement amount by \$51,530 for a total not-to-exceed amount of \$540,530 and appropriate funds.

BACKGROUND INFORMATION:

Lodi Unified School District (LUSD) is the recipient of a state After School Education and Safety (ASES) Program grant, which provides funds for after-school enrichment for K-8 students participating in LUSD’s Bridge Program.

The California Department of Education grant, funded by Proposition 49 (2002), requires a recreational component for students at participating sites. LUSD contracted with the City (sub-recipient) to provide these services for the past 17 years and negotiated an agreement for the Parks, Recreation and Cultural Services Department (PRCS) to do so for the 2024-25 school year.

The five (5) sites currently served by PRCS are Lakewood, Vinewood, Reese, Larson, and Victor Elementary Schools. To further enhance program quality and student engagement, Amendment No. 1 increases the agreement amount by \$51,530, enabling the addition of one (1) Recreation Leader at each of the school sites.

The revenue and expenses related to the original agreement were anticipated and included in the FY 2024-25 Council-adopted budget (June 20, 2024).

STRATEGIC VISION:

8B. Public Well-Being: Partner with other public/private entities to provide outreach, education, and activities to engage diverse cultures and communities.

FISCAL IMPACT:

PRCS costs are covered under the terms of the amended agreement.

COUNCIL COMMUNICATION

FUNDING AVAILABLE:

Per agreement with Lodi Unified School District and FY25 budget. Appropriate Funds:

Revenue account 20073100.57302 - \$51,530

Expense account 2007310.71001 - \$51,530.

Christina Jaromay
Parks, Recreation and Cultural Services Director

Scott R. Carney
City Manager

AMENDMENT NO. 1

LODI UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____ 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and, LODI UNIFIED SCHOOL DISTRICT, (hereinafter "DISTRICT").

WITNESSETH:

1. WHEREAS, CITY and DISTRICT entered into a General Services Agreement on July 1, 2024 ("Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY and DISTRICT request to amend the scope of services of the agreement and increase the fees by an amount not to exceed \$51,530, for a total not to exceed amount of \$540,530, for one (1) additional Recreation Leader at each of the following school sites; Larson, Vinewood, Lakewood, and Reese Elementary Schools, as set forth in Exhibit 2, attached hereto and made part of; and
3. WHEREAS, DISTRICT agrees to said amendments.

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

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

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

LODI UNIFIED SCHOOL DISTRICT,
hereinabove called "DISTRICT"

SCOTT R. CARNEY
City Manager

APRIL JUAREZ
Executive Director of Fiscal Services

Attest:

Approved as to Form:

OLIVIA NASHED
City Clerk

KATIE O. LUCCHESI
City Attorney
JK for Katie Lucchesi

City Of Lodi Parks & Recreation agreement

Final Audit Report

2025-02-06

Created:	2025-02-03
By:	patricia moreno (pmoreno@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7Z9IRGzHcbgY6ekah_X8DzN_ILDodSbE

"City Of Lodi Parks & Recreation agreement" History








-  Document created by patricia moreno (pmoreno@lodi.gov)
2025-02-03 - 10:03:23 PM GMT
-  Document emailed to April Juarez (ajuarez@lodi.usd.net) for signature
2025-02-03 - 10:03:26 PM GMT
-  Email viewed by April Juarez (ajuarez@lodi.usd.net)
2025-02-03 - 10:04:05 PM GMT
-  Email viewed by April Juarez (ajuarez@lodi.usd.net)
2025-02-05 - 3:31:24 AM GMT
-  Email viewed by April Juarez (ajuarez@lodi.usd.net)
2025-02-06 - 6:15:36 AM GMT
-  Document e-signed by April Juarez (ajuarez@lodi.usd.net)
Signature Date: 2025-02-06 - 5:26:04 PM GMT - Time Source: server
-  Agreement completed.
2025-02-06 - 5:26:04 PM GMT

EXHIBIT 1
e
10/25/24



1305 East Vine St.
Lodi, CA 95240
209-331-7121
LodiUSD.net

GENERAL SERVICES AGREEMENT

This General Services Agreement ("Agreement") is made as of 07/01/2024, between the **Lodi Unified School District** ("District") and City of Lodi, a Municipal Corporation, by and through its Parks, Recreation and Cultural Services Department ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$114,500 in 2024; and

WHEREAS, the District is in need of those services on a limited basis; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District; and

WHEREAS, all of these requirements are met here regarding After School Program and District can contract with Contractor for such services.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall provide to the District AFTER SCHOOL services, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
- 2. Term.** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and approval or ratification of the District's Governing Board ("Board"), through 06/30/2025, ("Term"). Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer, unless Agreement is so approved or ratified.
- 3. Compensation.** As further set forth in Exhibit "A," District compensation to the Contractor shall not exceed four hundred and eighty-nine thousand Dollars (\$489,000.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or by the Contractor's

agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.

6. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

7. Certifications, Permits, and Licenses. Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.

8. Standard of Care. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

9. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

10. Confidentiality. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

11. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that

the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. Termination.

12.1 With Cause by District. District may terminate this Agreement upon giving a written notice of intention to terminate for cause. Cause shall include:

- 12.1.1** material violation of this Agreement by the Contractor; or
- 12.1.2** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 12.1.3** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by the District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

12.2 Without Cause by the Parties. The District may, at any time, with or without reason, terminate this Agreement fifteen (15) days written notice and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services satisfactorily completed to date.

12.3 Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Mutual Indemnification. Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expenses (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees, related to the actions and obligations described in this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

14. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1 General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

General Liability: \$2,000,000 General Aggregate
 \$1,000,000 Personal & Advertising Injury
 \$1,000,000 Per Occurrence

14.2 Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from performing any portion of the Services by Contractor.

Automobile Liability: \$1,000,000 General Aggregate
 \$1,000,000 Per Occurrence

14.3 Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

Workers' Compensation: Statutory As required by the State of California
Employer's Liability: \$1,000,000 Per Accident for Bodily Injury or Disease

14.4 Sexual Molestation and Abuse Insurance. If Contractor will have contact with District students, Contractor shall maintain sexual molestation and abuse coverage with a One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate limit of liability. District may waive this requirement if, in the course of providing Services, the Contractor does not interact with students outside of the immediate supervision and control of the student's parent or guardian or a District employee.

Sexual Abuse or Molestation: \$2,000,000 Aggregate
 \$1,000,000 Per Occurrence

14.5 Professional Liability Insurance. Appropriate Professional Liability / Errors & Omissions Liability / Malpractice / Educators Legal Liability insurance appropriate to the Contractor's profession. Claims Made Coverage form is acceptable, however retroactive date must be before the date of the Agreement and insurance maintained for at least three (3)

years after completion of the Services. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Professional Liability, E&O: \$2,000,000 Aggregate
\$2,000,000 Per Occurrence

14.6 Technology Professional Liability Insurance. Appropriate to the Contractor's profession, with limits not less than \$2,000,000 (or substitute other limits as appropriate to the risk and scope of work) per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor 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.

Technology Professional Liability: \$2,000,000 Aggregate
\$2,000,000 Per Occurrence

14.7 Drone Insurance. Contractor, as appropriate, shall procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the ownership, maintenance, or use of Unmanned Aerial Vehicle. Coverage shall be at least as broad as: Aviation Liability Insurance-on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

Aviation Liability: \$2,000,000 Aggregate
\$1,000,000 Per Occurrence

14.8 Other Insurance Provisions:

14.8.1 The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.8.1.1 The District, its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.8.1.2 For any claims related to the Services, the Contractor's insurance coverage shall be primary insurance and non-contributory and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

14.8.1.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.8.1.4 Any insurance proceeds available to Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

14.8.2 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.8.3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.8.4 Contractor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.8.5 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

14.9 Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14.10 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

15. Limitation of Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

16. Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules and regulations of the Board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. Fingerprinting of Employees. Even if no contact with District students will occur during the Term of this Agreement, Contractor shall complete the Criminal Background Investigation Certification, attached to this Agreement and incorporated by this reference, prior to commencing the Services, certifying Contractor's compliance with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the Board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors and agents of Contractor, and employees and agents of Contractor Parties, regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor and it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

18. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or e-mail transmission, addressed as follows:

District
Lodi Unified School District
1305 E Vine St
Lodi, CA 95240
ATTN - NAME/TITLE:
Jose Maciel/ESS Coordinator
EMAIL: jmaciel@lodiUSD.net

Contractor
NAME: CITY OF LODI - P.R. & C.S. DEPT.
ADDRESS: 230 W. ELM STREET
LODI CA 95240
ATTN - NAME/TITLE:
CHRISTINA JAROMAY / DIRECTOR
EMAIL: CJAROMAY@LODI.GOV

Any notice personally given or sent by e-mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

20. No Rights In Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's Board. Services shall not be rendered until Agreement is approved.

22. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Joaquin County, California.

23. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

24. Intellectual Property. Any original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the District pursuant to this Agreement ("Intellectual Property") is "work for hire" under the United States Copyright law and shall become the sole property of the District. Contractor shall sign all documents necessary to protect the rights of District in such Intellectual Property, including the filing and /or prosecution of any applications for copyrights. The Contractor, including its employees, and independent subcontractor(s), shall not assert any common law or statutory patent. The Contractor, including its employees

and independent subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the District regarding the Intellectual Property.

24. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

25. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

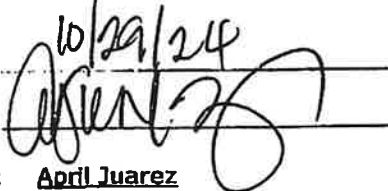
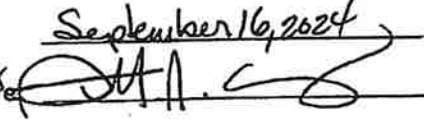
28. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

29. Order of Precedence. The Parties agree that any conflict or inconsistency among the terms contained in this Agreement and any document attached hereto, or referenced herein, shall be resolved in the following order of precedence: (1) the body of this Agreement, (2) any purchase order issued by the District to Contractor, (3) any exhibit or addendum to this Agreement, (4) any quote, bid, proposal, order or service form or any other document issued by Contractor to District and incorporated into this Agreement, and (5) Contractor's standard terms and conditions, if incorporated by reference in any of the aforementioned documents of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Waiver of Subrogation: Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 District has received a waiver of subrogation endorsement from the insurer.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

<p>LODI UNIFIED SCHOOL DISTRICT</p> <p>Date: <u>10/29/24</u></p> <p>Signature: </p> <p>Print Name: <u>April Juarez</u></p> <p>Title: <u>Executive Director of Fiscal Services</u></p>	<p>[CONTRACTOR]</p> <p>Date: <u>September 16, 2024</u></p> <p>Signature: </p> <p>Print Name: <u>Scott R. Carney</u></p> <p>Title: <u>City Manager</u></p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Attest:
 Name: 
 OLIVIA NASHED, City Clerk

Approved as to Form:
 Name: 
 KATIE O. LUCCHESI, City Attorney

<p>License No: _____</p> <p>Address: <u>230 W. Elm Street</u> <u>Lodi, CA 95240</u></p> <p>Telephone: <u>(209) 333-6742</u></p> <p>Facsimile: <u>(209) 333-0162</u></p> <p>E-Mail: <u>cjaromay@lodi.gov</u></p> <p>Contractor's state of residence: <u>CA</u></p> <p>States in which Contractor is licensed to do business:</p>	<p>_____ Employer Identification and/or Social Security Number</p> <p>NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.</p>
<p>Type of Business Entity:</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation, State: _____</p> <p><input type="checkbox"/> Limited Liability Company</p> <p><input checked="" type="checkbox"/> Other: <u>Municipality</u></p>	

**Exhibit A
Scope of Services**

If you will be providing services to multiple school sites at various times during the current Fiscal Year (July 1st, 2024 - June 30th, 2025), please state "various locations and times" in addition to your scope of services below:

City of Lodi Public Retirement and General Services																																																																																																	
Proposal For LUSD Bridge After School Reading and Support Services																																																																																																	
Lodiwood, Lanyon, Acas, Viewwood, and Vicar																																																																																																	
Classification Code (if)	Rate/Position	Rate Number	Steps per Day	Days per Year	Add. Hours	Total Hours	Total	Totals																																																																																									
Staff Positions per Site																																																																																																	
Lanyon/Lodiwood/Vicar @ 4.25	3	\$23.10	3	\$18.47	4.25	181.00	90.00	10870	\$206,610.00																																																																																								
Viewwood/Passo	2	\$23.10	6	\$18.47	5.0/4.0	181.00	90.00	6693	\$134,450.00																																																																																								
Program Coordinators								1000.00	\$27,410.00																																																																																								
5 Hour Coordinator	1	\$26.87						1150.00	\$36,490.00																																																																																								
2-3 hour Coordinators (57542)	2	\$11.10						500.00	\$16,300.00																																																																																								
Sr Admin Clerk	1	\$30.00						500.00	\$24,050.00																																																																																								
Rec. Manager	1	\$55.00							\$ 8,800																																																																																								
Total Staff Benefits									\$ 457,110																																																																																								
Sub Total																																																																																																	
<table border="1"> <thead> <tr> <th></th> <th>Totals</th> <th>In-Kind Matches</th> <th>% Time Factored</th> </tr> </thead> <tbody> <tr> <td>Operational Costs</td> <td>\$16,000</td> <td>City Attorney</td> <td>\$246,681.82</td> <td>\$7,466.87</td> <td>1%</td> </tr> <tr> <td>Materials and Supplies</td> <td>\$6,000</td> <td>Human Resources Technician</td> <td>\$74,679.95</td> <td>\$29,871.98</td> <td>40%</td> </tr> <tr> <td>Staff Uniforms</td> <td>\$1,000</td> <td>Human Resources Director</td> <td>\$170,683.14</td> <td>\$35,607.41</td> <td>11%</td> </tr> <tr> <td>2 Trainings @ \$500 (per training)</td> <td>\$1,000</td> <td>Risk Management Manager</td> <td>\$170,683.14</td> <td>\$8,534.16</td> <td>5%</td> </tr> <tr> <td>Coordinator Cell</td> <td>\$500</td> <td>Risk Management Tech</td> <td>\$74,679.96</td> <td>\$11,201.99</td> <td>15%</td> </tr> <tr> <td>Vehicle, Gas, & Maintenance</td> <td>\$8,500</td> <td>Payroll Technician</td> <td>\$70,453</td> <td>\$78,181.12</td> <td>40%</td> </tr> <tr> <td>Total</td> <td>\$31,500</td> <td>Administrative Clerk</td> <td>\$43,378.27</td> <td>\$2,168.91</td> <td>3%</td> </tr> <tr> <td>Total Operational Costs</td> <td>\$31,500</td> <td>Administrative Analyst</td> <td>\$70,387.31</td> <td>\$7,038.73</td> <td>10%</td> </tr> <tr> <td>Total Staffing Cost</td> <td>\$457,310</td> <td>Deputy Director</td> <td>\$137,029.19</td> <td>\$20,564.38</td> <td>13%</td> </tr> <tr> <td>Grand Total</td> <td>\$488,810</td> <td>Information System Specialist</td> <td>\$80,018.44</td> <td>\$16,003.69</td> <td>20%</td> </tr> <tr> <td></td> <td></td> <td>Fleet Services Shop</td> <td>\$69,051.55</td> <td>\$10,359.50</td> <td>13%</td> </tr> <tr> <td></td> <td></td> <td>Total</td> <td>\$1,207,935.37</td> <td>\$182,983.66</td> <td></td> </tr> <tr> <td>Budget Summary for School Year 2024-25 - Bridge Program \$ Shop TOTAL</td> <td>\$ 489,000</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>33% In-Kind Needed</td> <td></td> <td>\$161,170.20</td> <td></td> </tr> </tbody> </table>											Totals	In-Kind Matches	% Time Factored	Operational Costs	\$16,000	City Attorney	\$246,681.82	\$7,466.87	1%	Materials and Supplies	\$6,000	Human Resources Technician	\$74,679.95	\$29,871.98	40%	Staff Uniforms	\$1,000	Human Resources Director	\$170,683.14	\$35,607.41	11%	2 Trainings @ \$500 (per training)	\$1,000	Risk Management Manager	\$170,683.14	\$8,534.16	5%	Coordinator Cell	\$500	Risk Management Tech	\$74,679.96	\$11,201.99	15%	Vehicle, Gas, & Maintenance	\$8,500	Payroll Technician	\$70,453	\$78,181.12	40%	Total	\$31,500	Administrative Clerk	\$43,378.27	\$2,168.91	3%	Total Operational Costs	\$31,500	Administrative Analyst	\$70,387.31	\$7,038.73	10%	Total Staffing Cost	\$457,310	Deputy Director	\$137,029.19	\$20,564.38	13%	Grand Total	\$488,810	Information System Specialist	\$80,018.44	\$16,003.69	20%			Fleet Services Shop	\$69,051.55	\$10,359.50	13%			Total	\$1,207,935.37	\$182,983.66		Budget Summary for School Year 2024-25 - Bridge Program \$ Shop TOTAL	\$ 489,000							33% In-Kind Needed		\$161,170.20	
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WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ❖ By being Insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

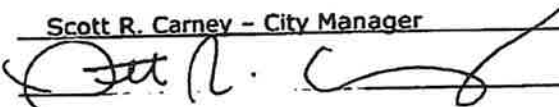
Check only one of the boxes below.

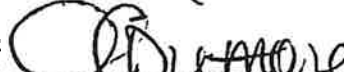
<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------


Date: September 16, 2024

Contractor: City of Lodi - P.R. & C. S. Dept.

Name and Title: Scott R. Carney - City Manager

Signature: 

Attest:
Name: 
OLIVIA NASHED, City Clerk

Approved as to Form:
Name: 
KATIE O. LUCCHESI, City Attorney

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

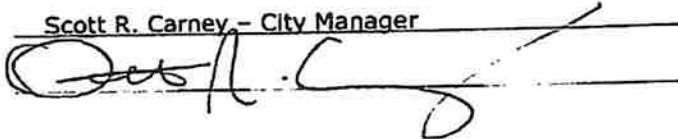
Contractor certifies that the following item applies to the Services that are the subject of the Agreement:

- The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- Contractor shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.



Date: September 16, 2024

Contractor: City of Lodi - P.R. & C. S. Dept.

Name and Title: Scott R. Carney - City Manager

Signature: 

Attest: 
Name: OLIVIA NASHED, City Clerk

Approved as to Form: 
Name: KATIE O. LUCCHESI, City Attorney 

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) as applicable ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- A. Contractor and the Contractor Parties, if any, shall have **no contact** with District students or shall **only have contact that is under the immediate supervision and control of a District employee or the student's parent/guardian** (as determined by District) at all times during the Term of this Agreement.

- B. The following Contractor Parties **will have contact** with District students outside of the immediate supervision and control of District employee(s) or the student's parent/guardian (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

- If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by Education Code section 45122.1; **OR**

- If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

- C. Contractor and the Contractor Parties are providing the following services:
 - Work Experience Program**. Contractor and Contractor Parties are offering qualifying work experience opportunities for students, or workplace placements as part of a student's Individualized Education Program ("IEP"), and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during student's work hours has a valid criminal records summary; (b) a District employee will make at least one visitation every three weeks to consult, observe and check in to ensure student health, safety and welfare; and (c) the student's parent/guardian has signed a consent form per Ed Code 45125.1(b)(2)(C). [Ed. Code, §45125.1(b)(2).] **OR**

Independent Study Program. Contractor and Contractor Parties provide independent study program services to students under the immediate supervision and control of student's parent/guardian and District has either [check as applicable] _____ (a) verified completion of a valid criminal records summary for all Vendor Parties who interact with pupils; or _____ (b) District has ensured that parent/guardian has signed a consent form per Ed. Code 45125.1(b)(3)(B) [Ed. Code, §45125.1(b)(3).]

No Services shall commence until all documentation is submitted, determinations by DOJ and FBI have been made (as applicable), and final approval is received. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional Contractor Parties, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new Contractor Parties from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible. Contractor's responsibility for background clearance extends to all Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

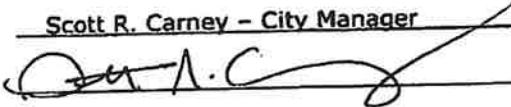
CONTRACTOR CERTIFICATION

The undersigned does hereby certify that I am a representative of the Contractor; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Criminal Background Investigation Certification" information for all Contractor Parties throughout the duration of the Agreement.


Date: September 16, 2024

Contractor: City of Lodi - P.R. & C. S. Dept.

Name and Title: Scott R. Carney - City Manager

Signature: 

Attest:
Name: 
for OLIVIA NASHED, City Clerk

Approved as to Form:
Name: 
KATIE O. LUCCHESI, City Attorney (1)

RESOLUTION NO. 2024-142

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING CONTRACT WITH LODI UNIFIED SCHOOL DISTRICT TO PROVIDE COMMUNITY BASED ORGANIZATION (CBO) AFTER SCHOOL STAFF SUPPORT FOR THE BRIDGE PROGRAM AT FIVE LOCATIONS DURING SCHOOL YEAR 2024/2025 (\$489,000)

WHEREAS, the Lodi Unified School District ("LUSD") is the recipient of a state After School Education and Safety ("ASES") Program grant, which provides funds for after school enrichment for K-8 students participating in LUSD's Bridge Program; and

WHEREAS, LUSD contracted with the City (sub-recipient) to provide these services for the past 17 years and negotiated an agreement for the Parks, Recreation and Cultural Services Department ("PRCS") to do so again for the school year 2024/25; and

WHEREAS, PRCS will offer after school programs by facilitating daily homework assistance and by providing student enrichment and physical activities at five schools in Lodi, including Lakewood, Vinewood, Reese, Larson and Victor Elementary Schools, when school gets out until 6:00 p.m. on scheduled school days.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager or designee to execute a contract in the amount of \$489,000 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide the Bridge Program at five (5) schools during school year 2024/25; and

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: September 4, 2024

I hereby certify that Resolution No. 2024-142 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 4, 2024, by the following vote:

AYES: COUNCIL MEMBERS – Bregman, Hothi, Nakanishi, Yopez, and
Mayor Craig

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

Olivia Nashed

OLIVIA NASHED
City Clerk

2024-142

RESOLUTION NO. 2025-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH LODI UNIFIED SCHOOL DISTRICT TO PROVIDE COMMUNITY BASED ORGANIZATION (CBO) AFTER SCHOOL STAFF SUPPORT FOR THE BRIDGE PROGRAM AT FIVE LOCATIONS DURING SCHOOL YEAR 2024/2025, INCREASING THE AGREEMENT AMOUNT BY \$51,530 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$540,530 AND APPROPRIATE FUNDS(PRCS)

WHEREAS, the Lodi Unified School District (LUSD) is the recipient of a state After School Education and Safety (ASES) Program grant, which provides funds for after school enrichment for K-8 students participating in LUSD's Bridge Program; and

WHEREAS, LUSD has contracted with the City (sub-recipient) to provide these services for the past 17 years and has negotiated an agreement for the Parks, Recreation and Cultural Services Department (PRCS) to do so again for the school year 2024/25; and

WHEREAS, PRCS will offer after-school programs by facilitating daily homework assistance and by providing student enrichment and physical activities at five schools in Lodi, including Lakewood, Vinewood, Reese, Larson, and Victor Elementary Schools, when school gets out until 6:00 p.m. on scheduled school days; and

WHEREAS, the City and LUSD have agreed to amend the scope of services under the agreement to include the addition of one (1) Recreation Leader at each of the school sites, requiring an increase in the agreement amount by \$51,530, for a total not-to-exceed agreement amount of \$540,530.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the agreement between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to reflect the increased scope of services and revised total agreement amount of \$540,530 for the 2024/25 school year; and

BE IT FURTHER RESOLVED, funds in the amount of \$51,530 will be added to the Parks, Recreation and Cultural Services accounts:

- School Programs - 20073100.71001 - \$51,530 (Expense)
- School Programs - 20073100.57302 - \$51,530 (Revenue)

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: April 2, 2025

I hereby certify that Resolution No. 2025-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2025, by the following vote:

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

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Approve Specifications and Authorize Advertisement for Bids for 2025-2027 Standby Generators Maintenance, Repair and Rental Contract; Adopt a Resolution Authorizing City Manager or Designee to Award the Contract to Lowest Responsive Bidder Not-To-Exceed \$700,000; Authorize City Manager to Execute Change Orders Not-To-Exceed \$70,000 (PW)

MEETING DATE:

April 2, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Approve specifications and authorize advertisement for bids for 2025-2027 Standby Generators Maintenance, Repair and Rental Contract in an amount not-to-exceed \$700,000 and adopt a resolution authorizing the City Manager or designee to award the contract to lowest responsive bidder in an amount not-to-exceed \$700,000 and authorize City Manager to execute change orders in an amount not-to-exceed \$70,000.

BACKGROUND INFORMATION:

The City of Lodi owns and operates 30 emergency standby generator sets that range in size between ten kilowatts (kW) to 2000 kW. The generators are located at critical facilities where operation during an extended power outage is necessary to maintain public health or safety. Examples of these facilities include fire stations, water wells and Surface Water Treatment Plant, sanitary lift stations, White Slough Water Pollution Control Facility (WSWPCF), and the police station. Since September 2013, the City contracted with an outside company that specializes in generator maintenance and repairs. The current contract with Holt of California expires on June 30, 2025. Staff recommends contracting for the specialized preventative maintenance to minimize more costly repairs and interruptions to operations.

In addition to normal maintenance and repairs, WSWPCF periodically requires backup power during planned service interruption to the Northern California Power Agency power plant, located adjacent to the treatment facility. A 2,000-kW generator rental is necessary to meet State requirements of redundant power supply. WSWPCF experienced service interruption lasting 21 days.

The initial contract term is two years and includes an option to extend if mutually agreeable to the City and the contractor. Specifications are on file in the Public Works Department. The planned bid opening date is April 30, 2025. The project estimate is \$325,000 annually or \$650,000 for the original two-year term.

Staff recommends approving specifications and authorize advertisement for bids for 2025-2027 Standby Generators Maintenance, Repair, and Rental Contract; adopt a resolution authorizing the City Manager or designee to award the contract to lowest responsive bidder in an amount not-to-exceed \$700,000 and execute change orders in an amount not-to-exceed \$70,000.

COUNCIL COMMUNICATION

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

By performing preventative maintenance efforts, the City will realize a reduction in costly repairs and increased reliability of emergency standby generators supporting critical facilities. Approximately 15 percent of this contract will impact the General Fund.

FUNDING AVAILABLE:

Funding for this contract is budgeted in the following operating accounts:

Public Works Facilities Services (10051000)
Wastewater (53053003/53053004/53053005)
Water (56052003/56052005)
Electric Utility (50064200)

Charles E. Swimley
Public Works Director

Scott R. Carney
City Manager

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO AWARD CONTRACT FOR 2025-2027 STANDBY GENERATORS MAINTENANCE, REPAIR AND RENTAL CONTRACT TO LOWEST RESPONSIVE BIDDER AND EXECUTE CHANGE ORDERS

WHEREAS, the City of Lodi owns and operates 30 emergency standby generator sets that range in size between ten kilowatts (kW) to 2000 kW that are located at critical facilities where operation during an extended power outage is necessary to maintain public health and/or safety; and

WHEREAS, these facilities include fire stations, water wells and Surface Water Treatment Plant, sanitary lift stations, White Slough Water Pollution Control Facility (WSWPCF), and the police station; and

WHEREAS, in addition to normal maintenance and repairs, WSWPCF periodically requires backup power during planned service interruption to the Northern California Power Agency’s power plant, located adjacent to the treatment facility. A 2,000-kW generator rental is necessary to meet State requirements of redundant power supply; and

WHEREAS, staff recommends outsourcing the specialized preventative maintenance to minimize more costly repairs and/or unreliable operation utilizing an initial contract term of two years and would include an option to extend if mutually agreeable to the City and the contractor; and

WHEREAS, staff recommends authorizing the City Manager to award contract for 2025-2027 Standby Generators Maintenance, Repair, and Rental Contract to the lowest responsive bidder in an amount not-to-exceed \$700,000 and execute change orders in an amount not-to-exceed \$70,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to award contract for 2025-2027 Standby Generators Maintenance, Repair, and Rental Contract to the lowest responsive bidder in an amount not-to-exceed \$700,000 and execute change orders in an amount not-to-exceed \$70,000; and

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: April 2, 2025

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

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

OLIVIA NASHED
City Clerk

2025-_____

COUNCIL COMMUNICATION

Not applicable.

Olivia Nashed
City Clerk



COUNCIL COMMUNICATION

AGENDA TITLE:

Receive Update from the Downtown Lodi Business Alliance (ED)

MEETING DATE:

April 2, 2025

PREPARED BY:

Luis Aguilar, Economic Development Director

RECOMMENDED ACTION:

Receive an update from the Downtown Lodi Business Alliance.

BACKGROUND INFORMATION:

On July 19, 2023, the City Council adopted Resolution 2023-154, awarding \$100,000 in one-time surplus funds to the Downtown Lodi Business Alliance, to implement specific projects in support of downtown businesses. In 2024, the Downtown Business Alliance received \$61,196 of these funds to undertake the following projects:

- Social Media Re-make Initiative
 - Two-year social media campaign aimed at elevating and increasing the Downtown Business Alliance online presence, more effectively engaging with the community, promoting local businesses, and attracting visitors to downtown.
- Downtown Potted Plant Replacement Project
 - Replace and enhance existing potted plants to create a more inviting environment for residents and visitors. Over 100 new pots were installed.

The Downtown Business Alliance requested the balance of \$38,804 to continue the activities undertaken above and to enhance the Christmas holiday programs in 2025, including new holiday structures to complement the gingerbread house at Post Office Square. The long-term goal is to develop a “Christmas Village” similar to those in Nevada City and Sutter Creek.

The Downtown Business Alliance will provide additional details during its presentation to Council.

STRATEGIC VISION:

1A. Downtown: Community and Economic Development.

FISCAL IMPACT:

There is no fiscal impact as the monies were set aside from Fiscal Year 2021-22 excess fund balance.

FUNDING AVAILABLE:

City’s General Fund reserves originating from Fiscal Year 2021-22 fund balance.

COUNCIL COMMUNICATION

Luis Aguilar
Economic Development Director

Scott R. Carney
City Manager



COUNCIL COMMUNICATION

AGENDA TITLE:

Receive Information on the 2024 Lodi Electric Utility Business and Key Account Customer Satisfaction Survey (EU)

MEETING DATE:

April 2, 2025

PREPARED BY:

Astrida Trupovnieks, Key Accounts and Customer Programs Specialist

RECOMMENDED ACTION:

Receive information on the 2024 Lodi Electric Utility Business and Key Account Customer Satisfaction Survey.

BACKGROUND INFORMATION:

Lodi Electric Utility (LEU) recently participated in the 2024 California Municipal Utilities Association (CMUA) Statewide Utility Industry Survey and accepted a CMUA invitation to commission a customer satisfaction survey specific to LEU key accounts. The costs for LEU participation in the statewide survey and local Business and Key Account Customer Satisfaction Survey were \$6,390 and \$8,500, respectively.

The statewide survey and the oversample of LEU electric key accounts were performed by GreatBlue Research. GreatBlue Research has been conducting comprehensive qualitative and quantitative customer and employee research on behalf of the utility industry over the last four decades, and serves as the American Public Power Association preferred research partner. In 2022, CMUA selected GreatBlue Research as its new service provider for statewide customer surveying and oversampling. GreatBlue Research performed LEU's customer satisfaction surveys in 2016, 2019 and 2022.

While LEU participation in the statewide survey may be the first such effort, the customer satisfaction surveys since 2016 served as important tools to assess the effectiveness of Lodi's ability to serve its residential and commercial customers, identify areas for improvement, more clearly understand customer expectations, and ultimately act on opportunities for improvement. The 2024 LEU Business and Key Account Customer Satisfaction Survey (Key Account Survey) is the first survey of this specific segment of LEU business customers.

Representatives from GreatBlue Research will present to Council the results specific to the LEU Key Account Survey, including a comparison to results of the statewide survey which reflects responses from customers of other California municipal and investor-owned utilities. Both the Key Account Survey and statewide survey investigated similar topics and posed identical questions to the Key Account Survey including topics of special interest to LEU.

The presentation by GreatBlue Research will include a project overview, key findings across all areas, as well as considerations for improvement.

COUNCIL COMMUNICATION

A copy of the 2024 LEU Business and Key Account Customer Satisfaction Study Report of Findings is attached and included as Attachment 1 for reference. A copy of the 2024 statewide CMUA Business and Key Account Customer Satisfaction Study Report of Findings is also included as Attachment 2.

STRATEGIC VISION:

2A. Economic Development: Develop long-term economic development strategy.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

Jeff Berkheimer
Electric Utility Director

Scott R. Carney
City Manager



Business & Key Account Customer Satisfaction Study 2024 **Electric**



Report of Findings

2 April 2025

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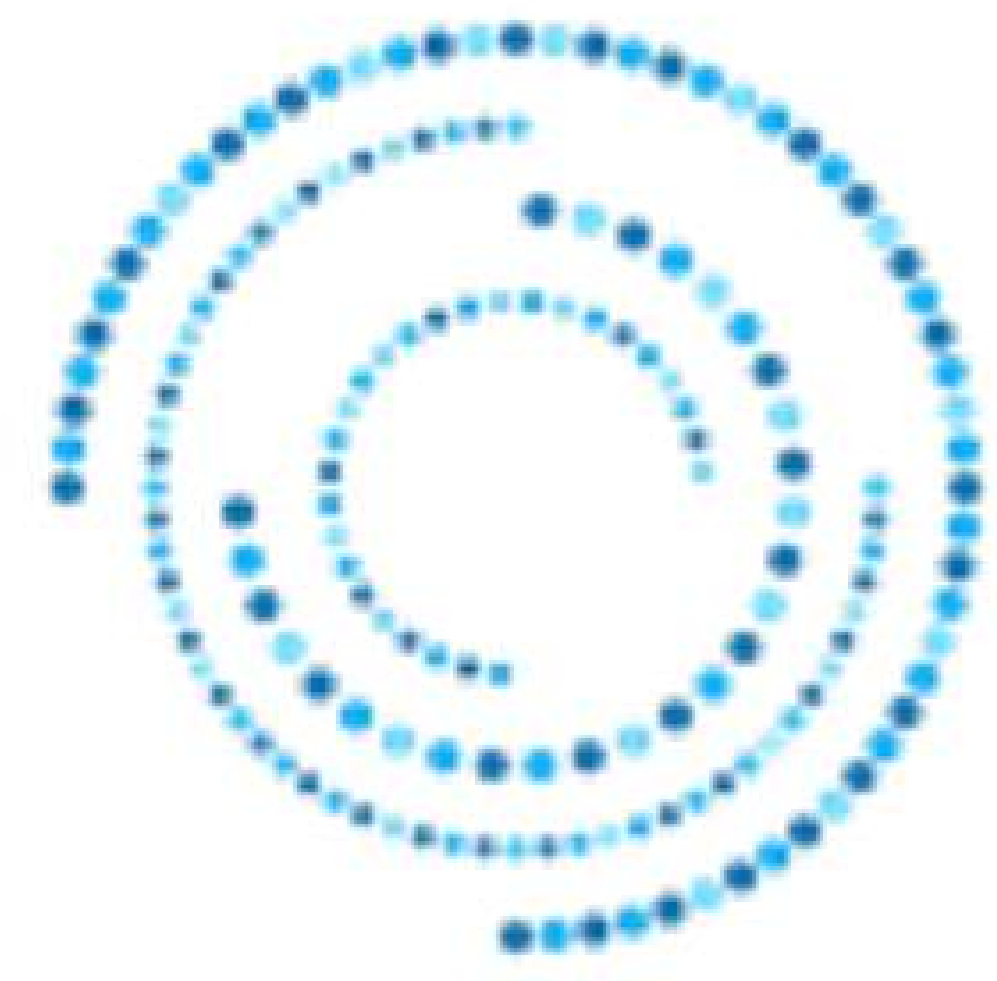
SECTION FOUR

Considerations

SECTION FIVE

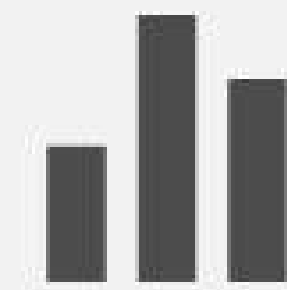
Aggregate Data (Provided Separately)







Harnessing the Power of Data

...to help clients achieve organizational goals.

 **Data** supporting strategic decisions to improve products and services. Since 1979, our experience with study and instrument design, data collection, analysis, and formal presentation assists our clients in identifying the “why” and “what’s next.”

 **Talent** with a knowledge base in a wide range of industries and methodologies ensures a 360° view of the challenges faced and the expertise to address them.

 **Solutions** that are customized to provide a personalized approach to understanding organizational, employee, and customer needs, allowing for more informed decisions.

Methodologies:



Digital Surveys



Focus Groups



In-Depth Interviews

Studies:



Awareness and Perception Studies



Customer and Employee Satisfaction Studies



Journey Mapping



Creative and New Concept Testing

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Project Overview

Research Objectives

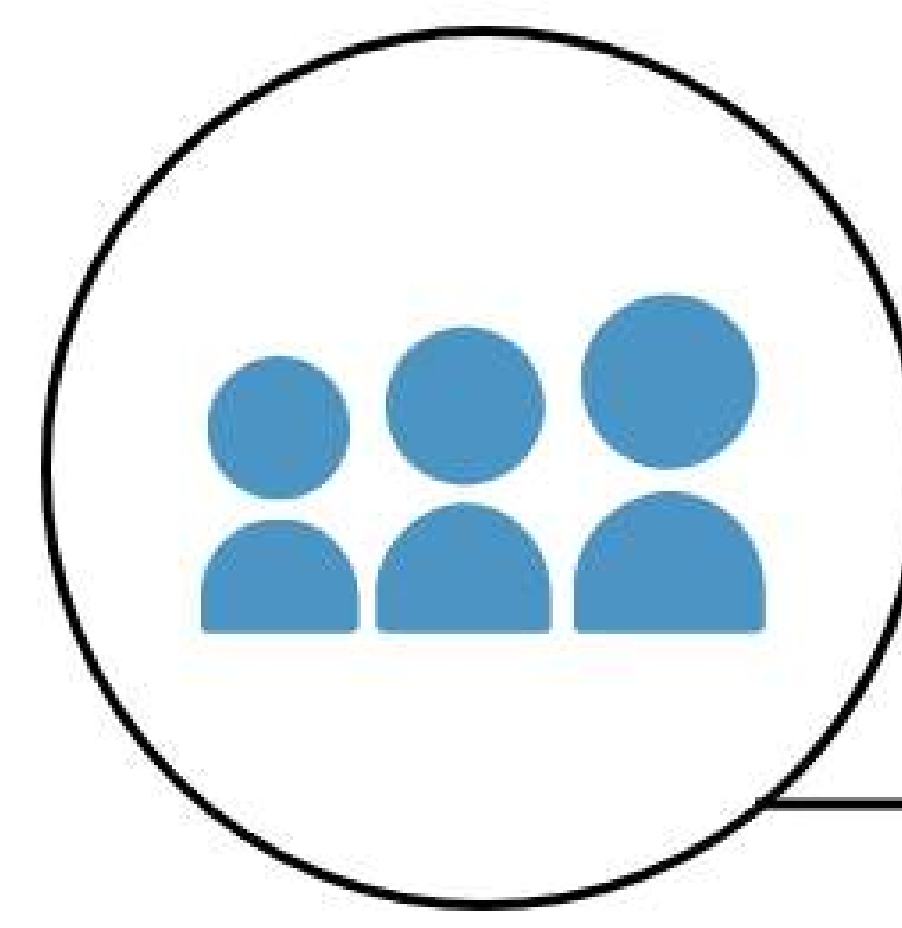
- GreatBlue Research was commissioned by Lodi Electric Utility to conduct comprehensive research among business and key account customers to gain a deeper understanding of their perceptions of the utility and satisfaction with the services provided.
- The primary goals of this research study were to assess business and key account customers' satisfaction with their electric utility, uncover perceptions of their utility, and explore their interest in various utility-related products and services.
- The outcome of this research will enable Lodi Electric Utility personnel to a) more clearly understand, and ultimately set, customer expectations, b) act on near-term opportunities for improvement, and c) create a strategic roadmap to increase customer satisfaction.



Areas of Investigation

In order to service these objectives, GreatBlue developed a bespoke research study leveraging a digital survey to learn about the following topics:

- Organizational characteristic ratings
- Customer's relationship with Lodi Electric Utility
- Power delivery ratings
- Awareness of Lodi Electric Utility's electrification programs and energy mix
- Customers' upcoming investments
- Satisfaction with customer service
- Awareness of various programs and services offered by Lodi Electric Utility
- Assessment of key account manager
- Satisfaction with electric rates
- Interest in building and fleet electrification
- Perceived benefit of municipal ownership
- Preferred communication methods
- Firmographic profile of respondents



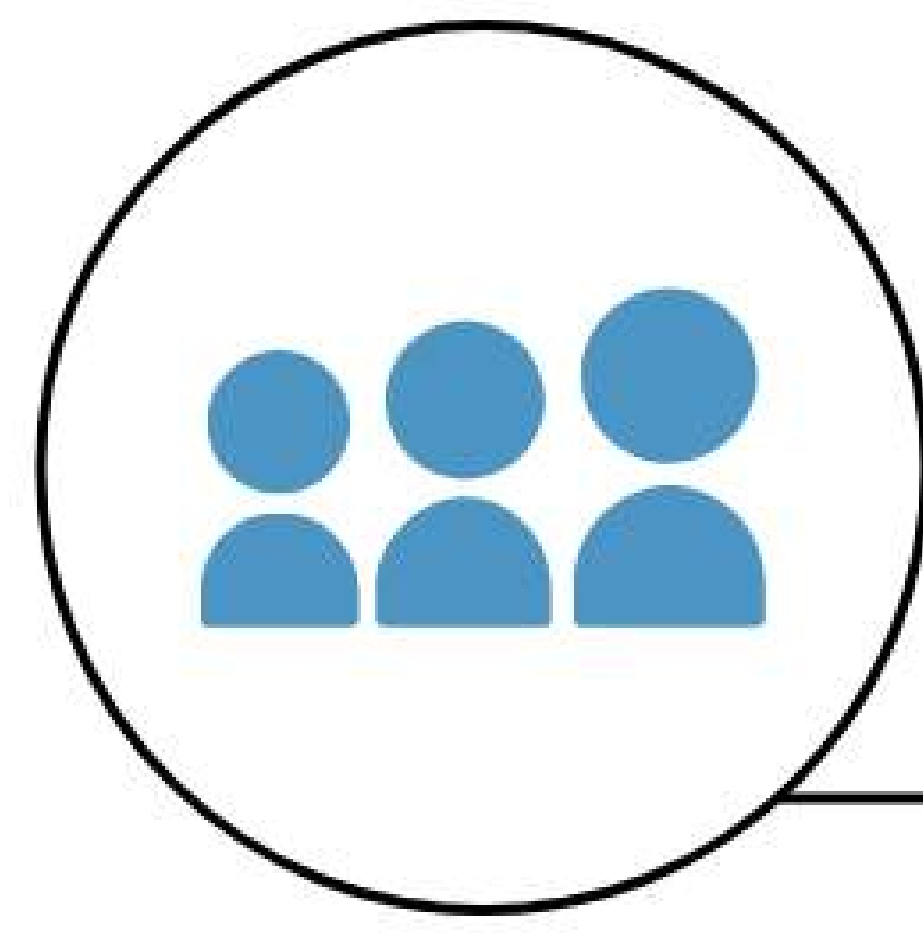
Research Methodology Snapshot



Methodology Digital	No. of Completes 30	No. of Questions 47*	Incentive None	Sample Lodi Electric Utility Customer List
Target Business and Key Account Customers	Quality Assurance Dual-level**	Margin of Error +/- 16.76%	Confidence Level 95%	Research Dates October 10 - December 30, 2024

* This represents the total possible number of questions; not all respondents will answer all questions based on skip patterns and other instrument bias.

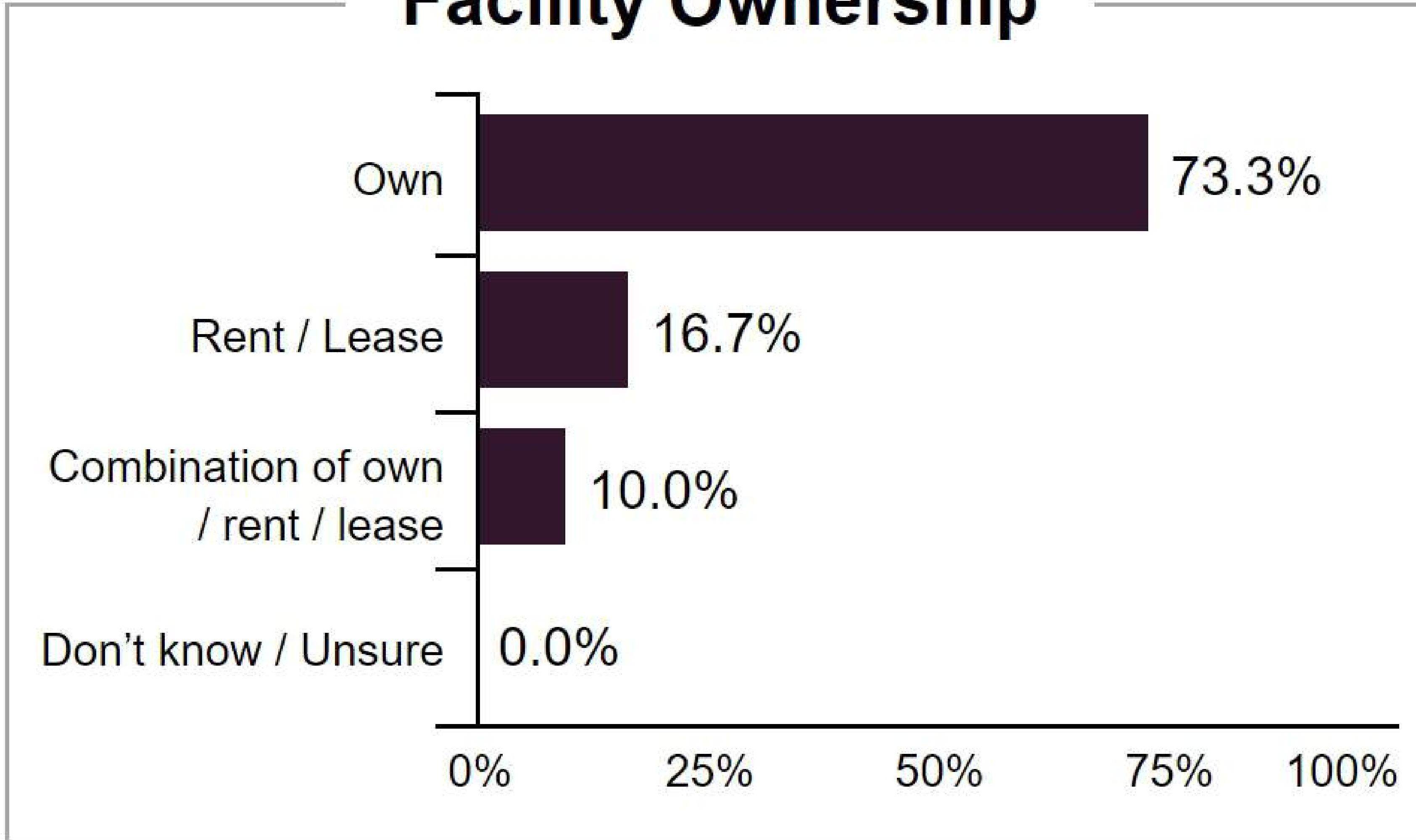
** Data quality personnel, in addition to computer-aided interviewing platform, ensure the integrity of the data is accurate.



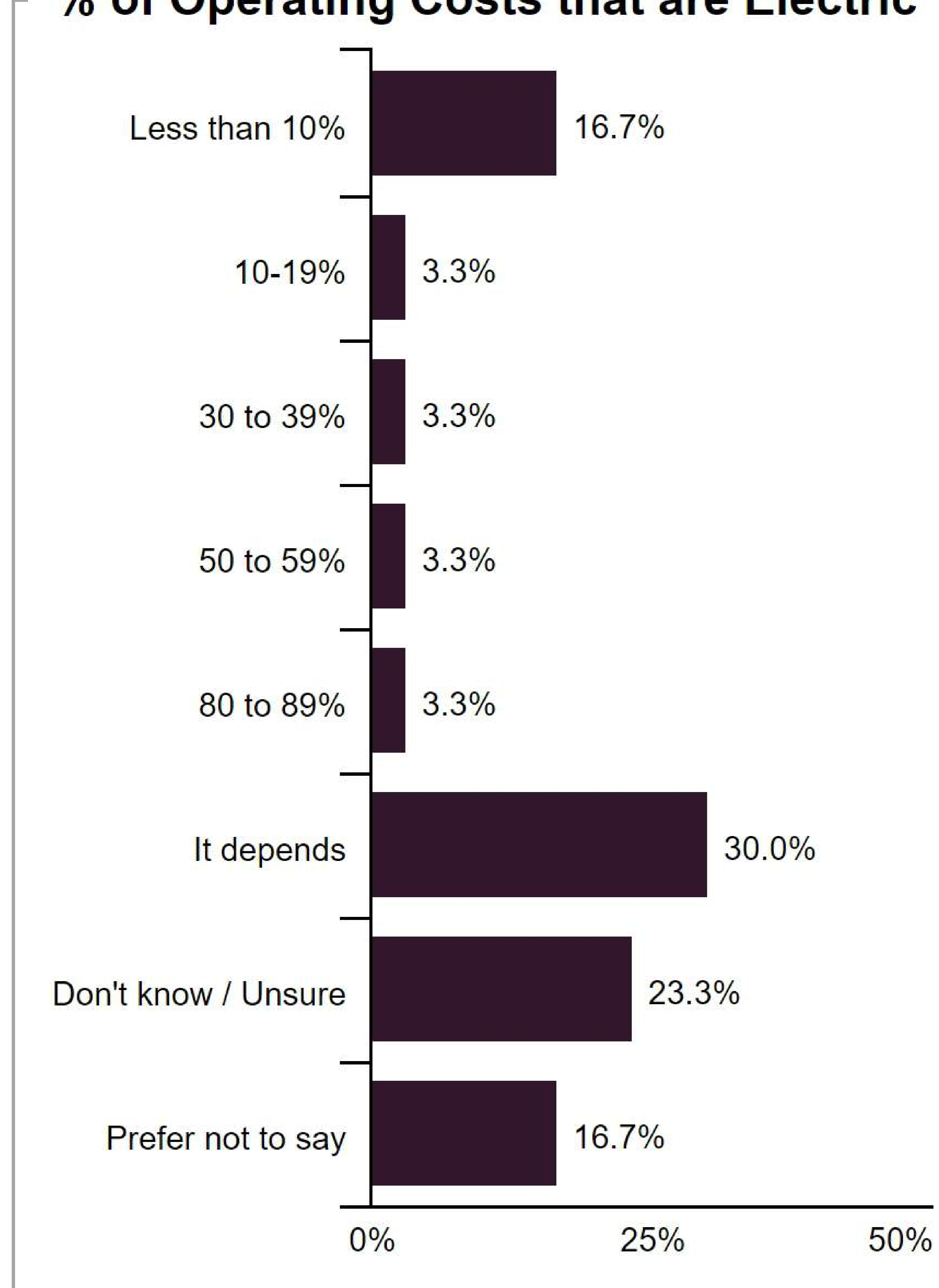
Respondent Snapshot



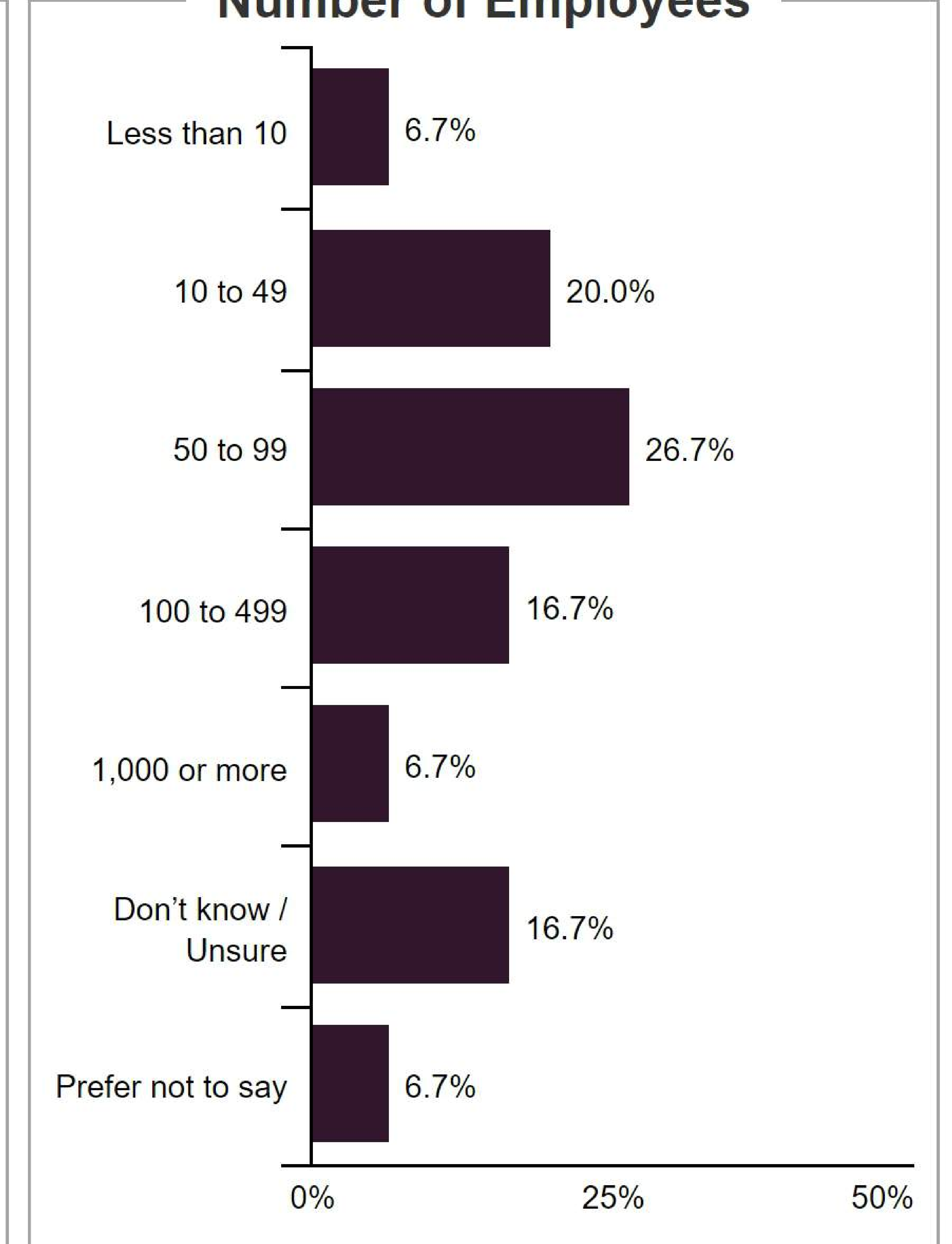
Facility Ownership



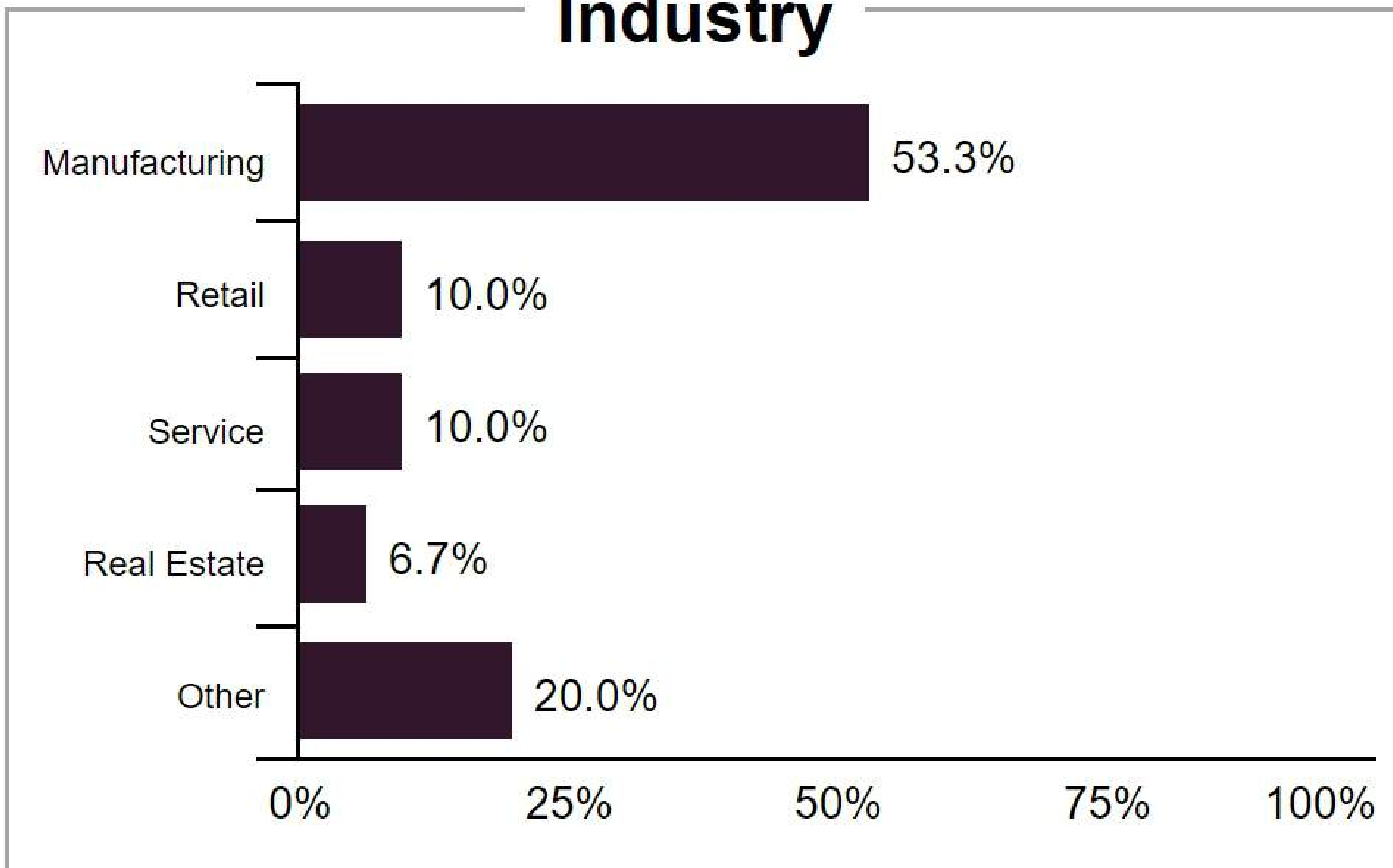
% of Operating Costs that are Electric



Number of Employees



Industry



Guide to Footnotes

General

n=362

The lowercase "n" is used to indicate the base size, or the amount of respondents who answered a particular question.

NP+S

The NP+S (net positive score) is a score based on a question asking respondents to describe their relationship with their utility. The score is an aggregation of the following responses: "an advocate of my utility," "a loyal customer," and "a satisfied customer."

Muni

The abbreviation "Muni" indicates findings collected through a statewide survey of California municipal utility customers (n=500).

IOU

A subset of completed surveys from the California statewide survey among customers who are serviced by an investor-owned utility (N=113).

Statistical Significance

(+/-)

Indicate statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results.

36.2%

36.2%

Cell color indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results.

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Key Study Findings



Satisfaction

- Over four-fifths of customers (83.3%) provided positive ratings for their overall satisfaction with Lodi Electric Utility, higher than 2024 municipal findings (71.7%).
- Lodi Electric Utility's average positive rating for power delivery characteristics was 89.2%, significantly higher than the municipal rating in 2024 (69.6%).
- Over three-fifths of customers (63.3%) think of Lodi Electric Utility as "a valued energy partner," on par with all 2024 municipal customers (64.1%).
- Over two-thirds of customers in 2024 (68.8%) provided positive ratings for their overall satisfaction with their most recent contact with Lodi Electric Utility, 9.5 percentage points lower than across all municipal respondents in 2024 (78.3%).
- More than nine-out-of-ten customers (94.1%) provided positive ratings for their overall satisfaction with their key account manager at Lodi Electric Utility, higher than municipal findings in 2024 (85.6%).

Rates

- Two-thirds of Lodi Electric Utility customers (66.7%) were satisfied with the price they pay for electricity, slightly more than 2024 municipal respondents, overall (62.8%).
- Nearly three-quarters of Lodi Electric Utility customers (73.3%) have "a great deal" or "some" trust that their utility does all it can to keep its rates affordable, consistent with 2024 municipal findings (73.8%).

Electrification

- Nearly one-half of Lodi Electric Utility customers (46.7%) are actively electrifying their buildings, while 20.0% reported the same regarding fleet electrification.
- Electric vehicle ownership (48.0%) and possession of on-site electric vehicle charging stations (40.0%) among Lodi Electric Utility customers is lagging behind that of all municipal customers in 2024 (87.0% and 77.2%, respectively).
- Over one-half of Lodi Electric Utility customers (56.7%) are interested in installing an energy storage system, with the most common motivating factors including "lower energy costs," having a "backup power source during outages," and to "maximize the benefits of solar panels."

Programs/Services

- Lodi Electric Utility's "New Jobs Discount Rate" has the highest utilization rate, with one-fifth of customers (20.0%) currently participating and 10.0% having participated in the past. Furthermore, 10.0% of customers are currently participating in Lodi Electric Utility's "Lighting Rebates" program, and 10.0% have participated in the past.
 - Notably, no programs/services have an awareness rate above 40.0%.

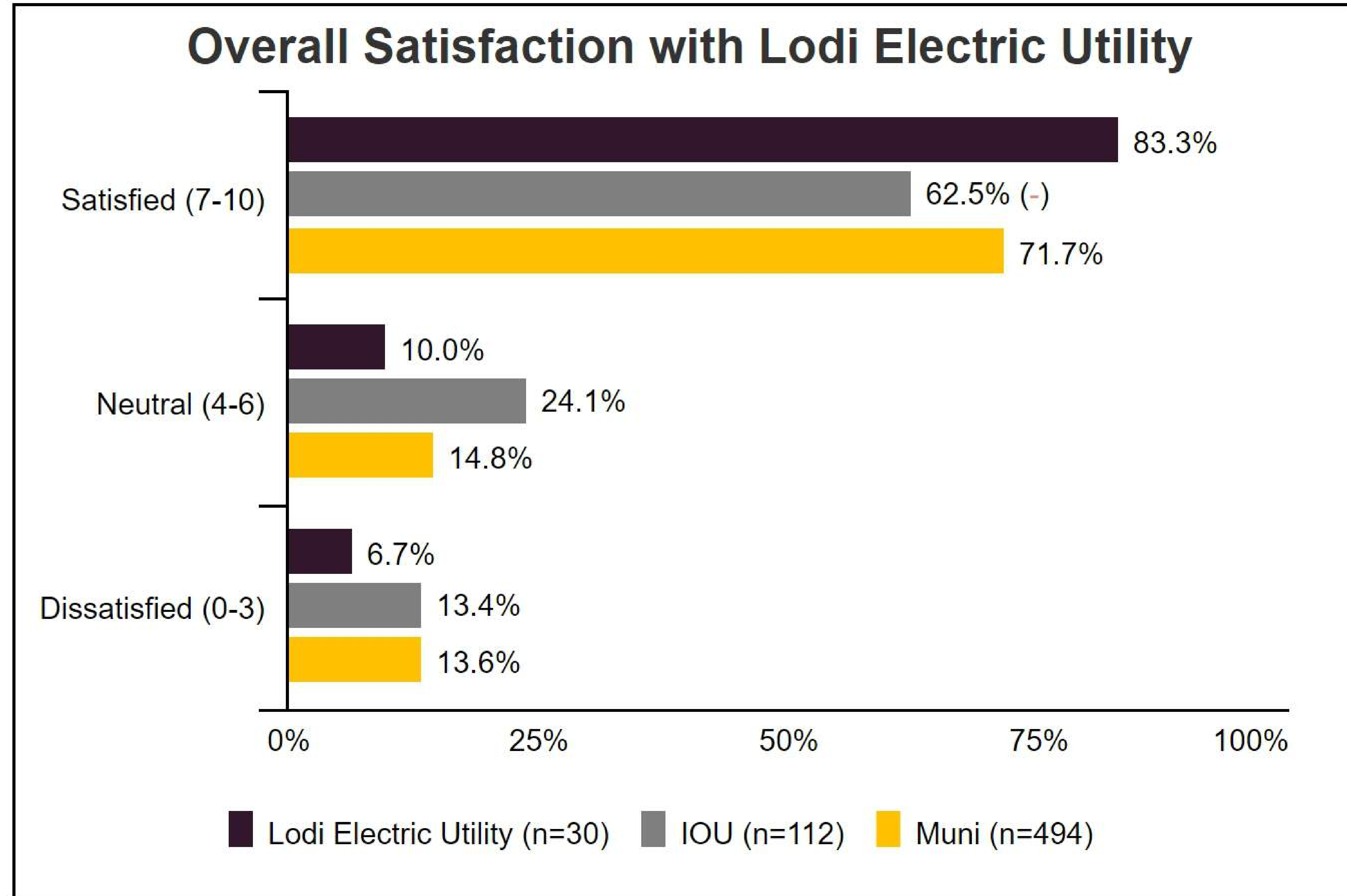
Priorities When Planning Upcoming Investments

- Predictably, return on investment (ROI) and initial cost of the investment are the most important factors for many when planning for upcoming investments, with 56.7% and 46.7% ranking them in their top 2 for importance, respectively.
 - Interestingly, despite falling fifth in importance, one-fifth of customers find "impact on the electrical grid" as the most important factor when considering an investment.

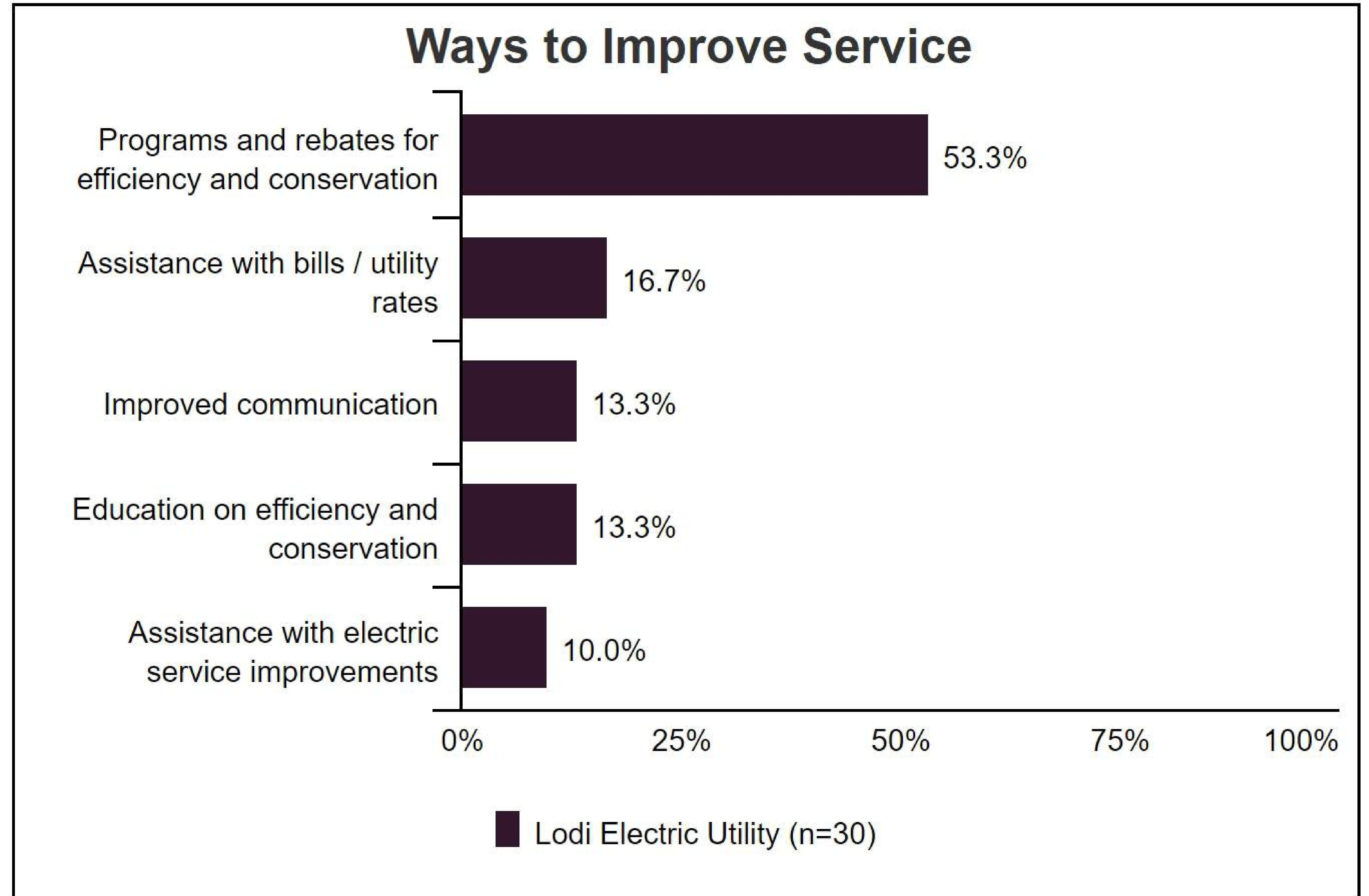
Organizational Characteristics

Satisfaction | Overall Satisfaction

Over four-fifths of customers provided positive ratings for their overall satisfaction with Lodi Electric Utility, which is higher than 2024 municipal findings (+11.6 percentage points) and significantly higher than IOU findings (+20.8 percentage points). Over half of Lodi Electric Utility customers would like the utility to offer or improve its "programs and rebates for efficiency and conservation" to serve them better.



"Don't know" responses removed



Top 5 responses shown

Q1: On a scale of zero to ten, where zero (0) is "very dissatisfied" and ten (10) is "very satisfied," please rate your overall satisfaction with Lodi Electric Utility at present.

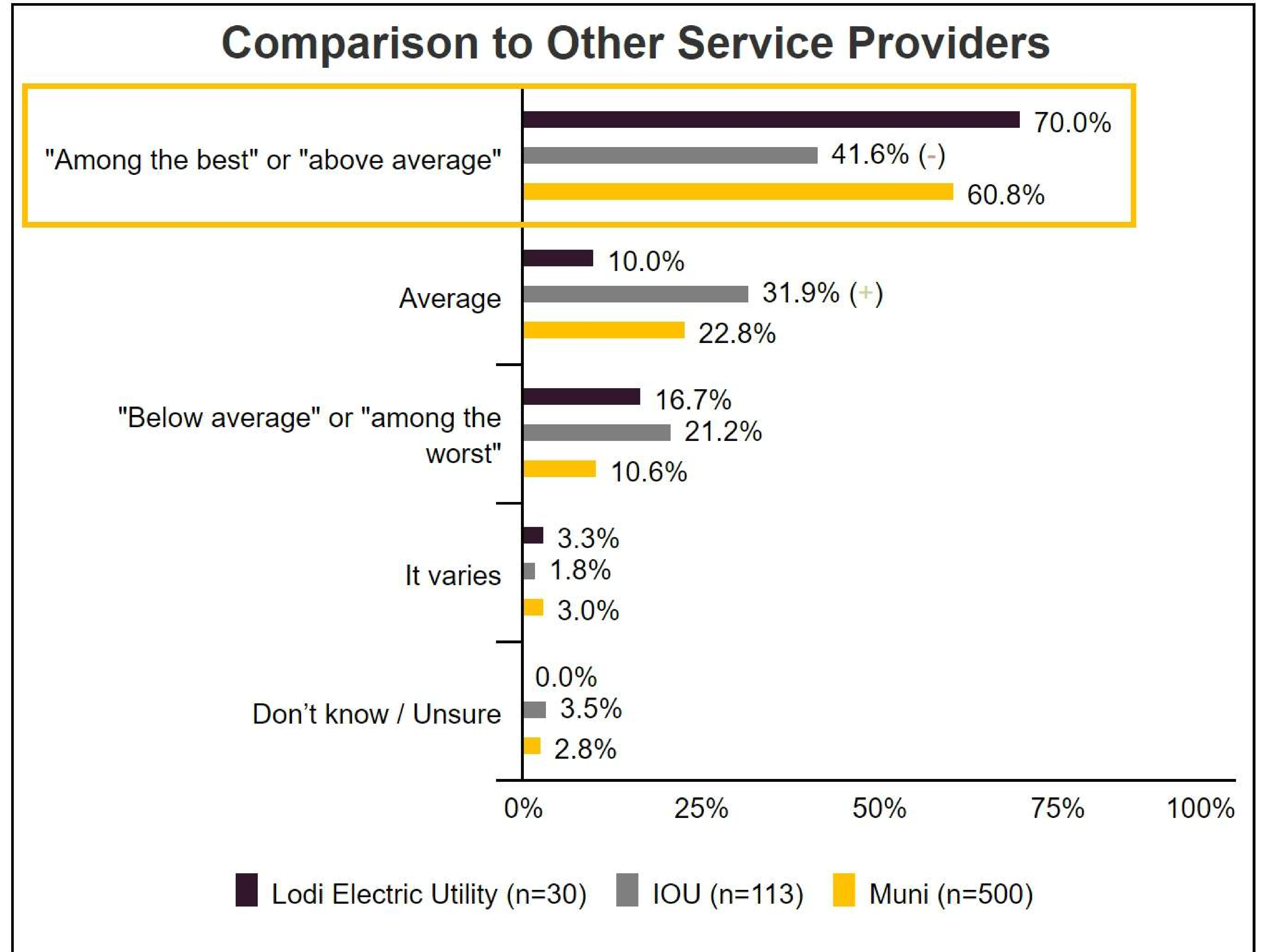
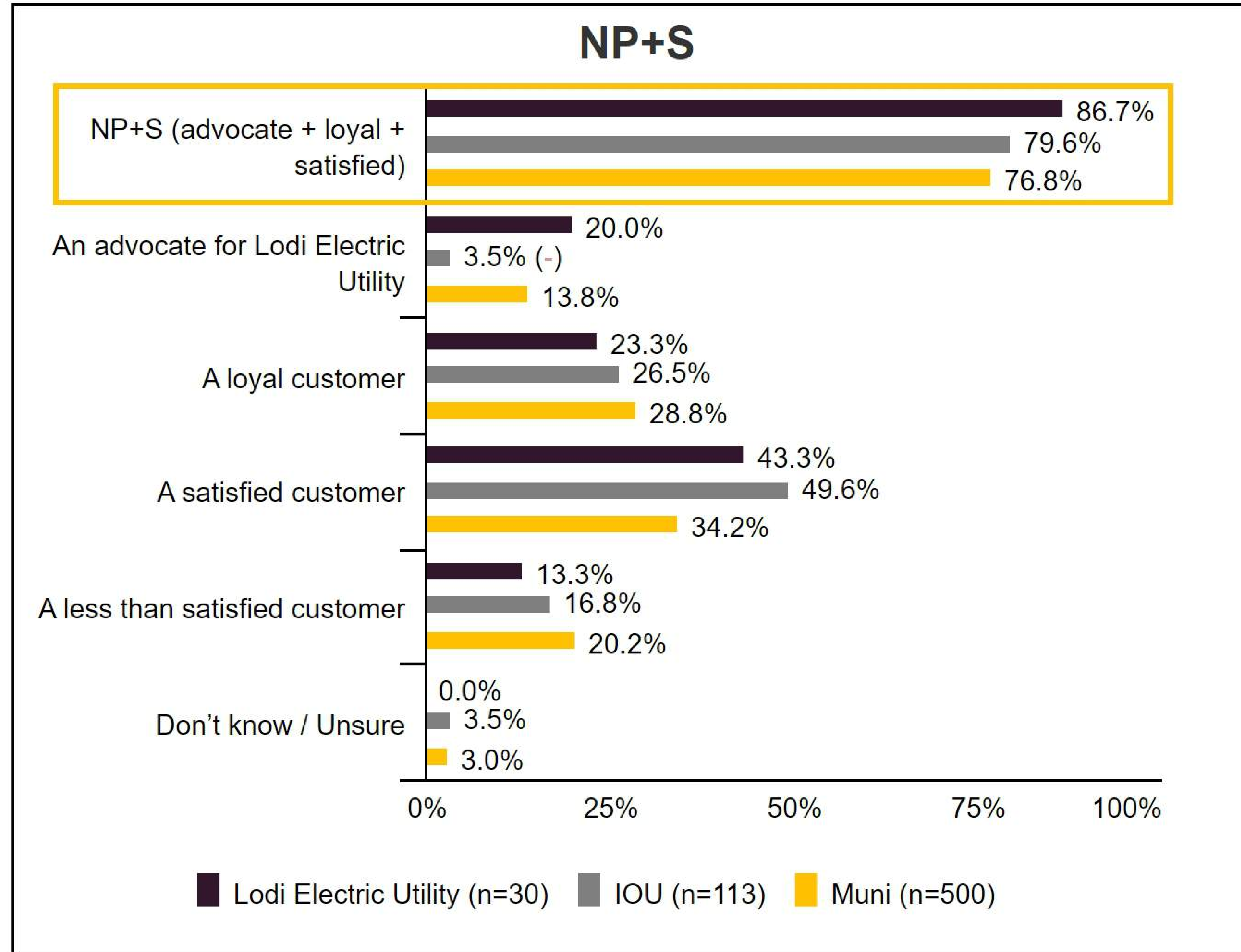
Q2: In what ways can Lodi Electric Utility change or improve the way it provides service to its customers?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Relationship

Relationship | Perception of Lodi Electric Utility

More than four-fifths of Lodi Electric Utility customers are either "an advocate for Lodi Electric Utility," "a loyal customer," or "a satisfied customer," which is more than both municipal (+9.9 percentage points) and IOU findings (+7.1 percentage points). Furthermore, seven-out-of-ten Lodi Electric Utility customers feel the utility is "among the best" or "above average," higher than the 2024 municipal findings (+9.2 percentage points) and significantly higher than IOU findings (+28.4 percentage points).



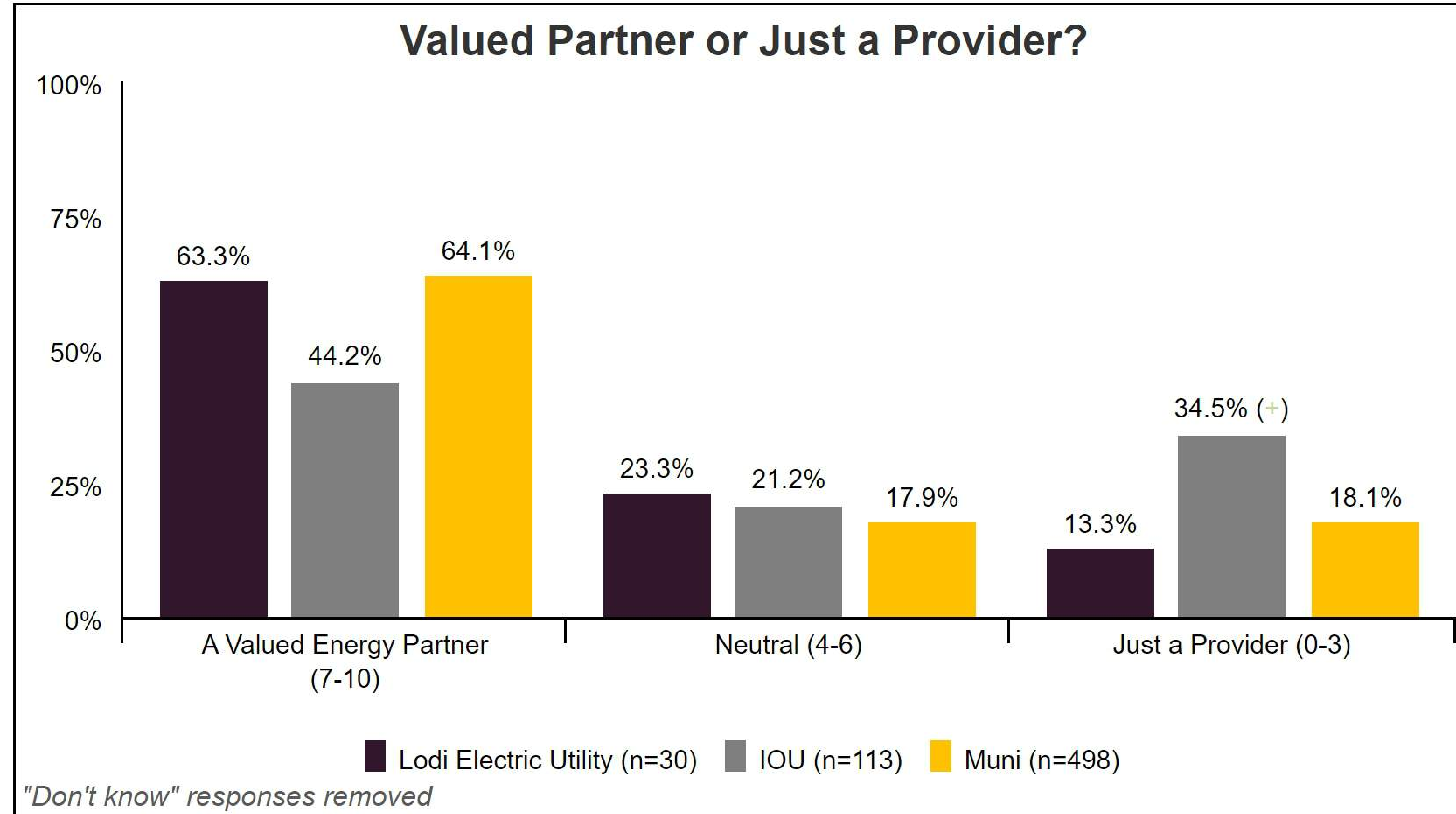
Q3: Which of the following best describes your relationship with Lodi Electric Utility?

Q6: Compared to other service providers, would you call Lodi Electric Utility...

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Relationship | Partner or Provider

Over three-fifths of customers think of Lodi Electric Utility as "a valued energy partner," on par with 2024 municipal findings and exceeding IOU findings (+19.1 percentage points).



Steps to Improve Sentiment

	Lodi Electric Utility
Base size	4
Improve communication / education	2
Timely / accurate / easy to understand billing	1
Energy saving programs / conservation tips	1

Only 2024 Lodi Electric Utility data shown

Q4: Please describe the way you think of Lodi Electric Utility at present if zero (0) is "just a provider" and ten (10) is a "valued partner."

Q5: What steps should Lodi Electric Utility take to improve your opinion of them as a "valued partner?"

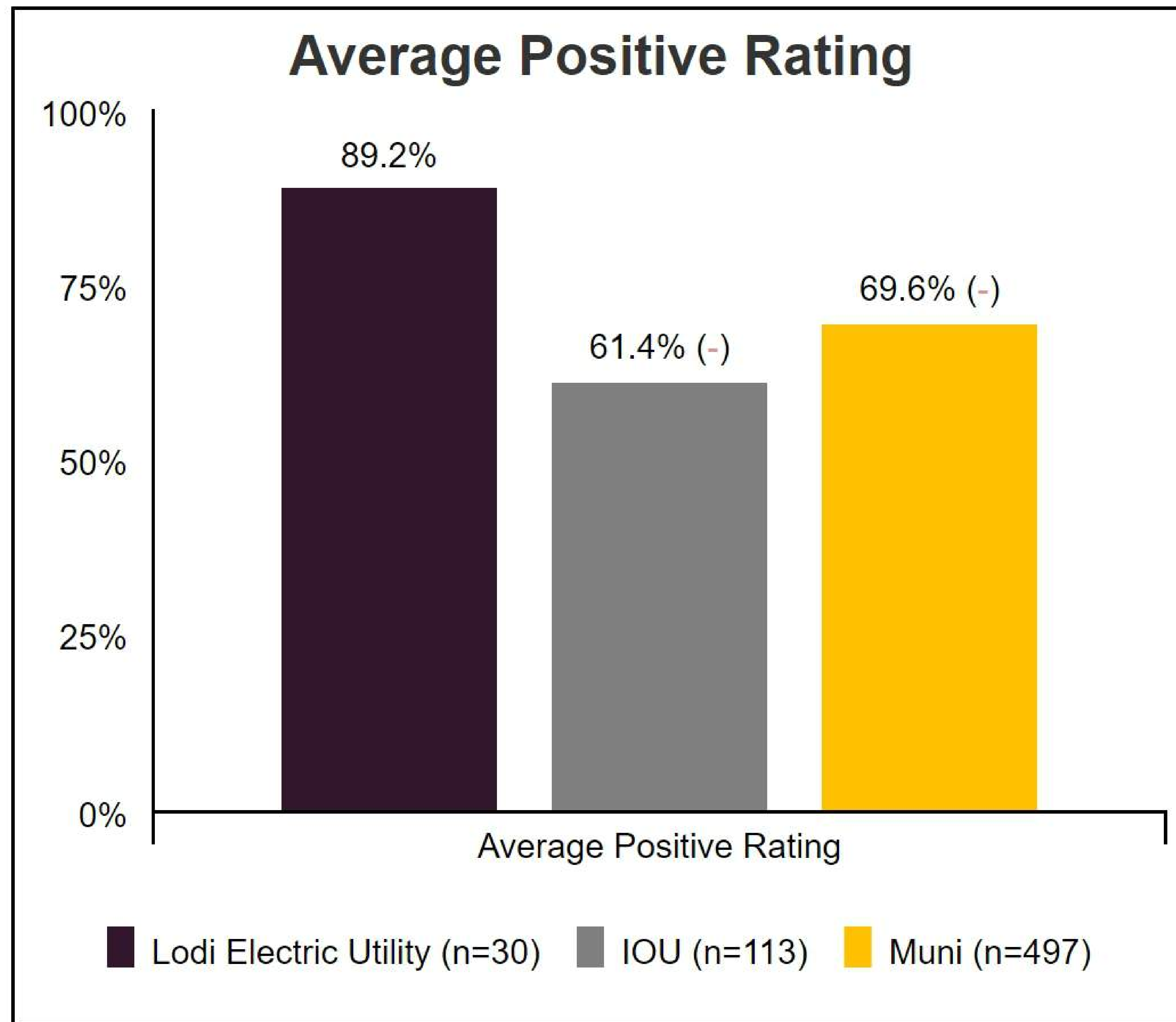
(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Power Delivery



Power Delivery | Satisfaction

Lodi Electric Utility customers provided an average positive rating across all power delivery characteristics of 89.2%, significantly higher than the average rating among all 2024 municipal respondents (+19.6 percentage points) and 2024 IOU respondents (+27.8 percentage points). Lodi Electric Utility also outperformed the 2024 municipal and IOU findings for all power delivery characteristic ratings. Most notably, Lodi Electric Utility outperformed municipal findings by 22.9 percentage points for "restoring power quickly after an outage."



Power Delivery Characteristic Ratings

Aggregate of 7-10 ratings shown; "Don't know" responses removed

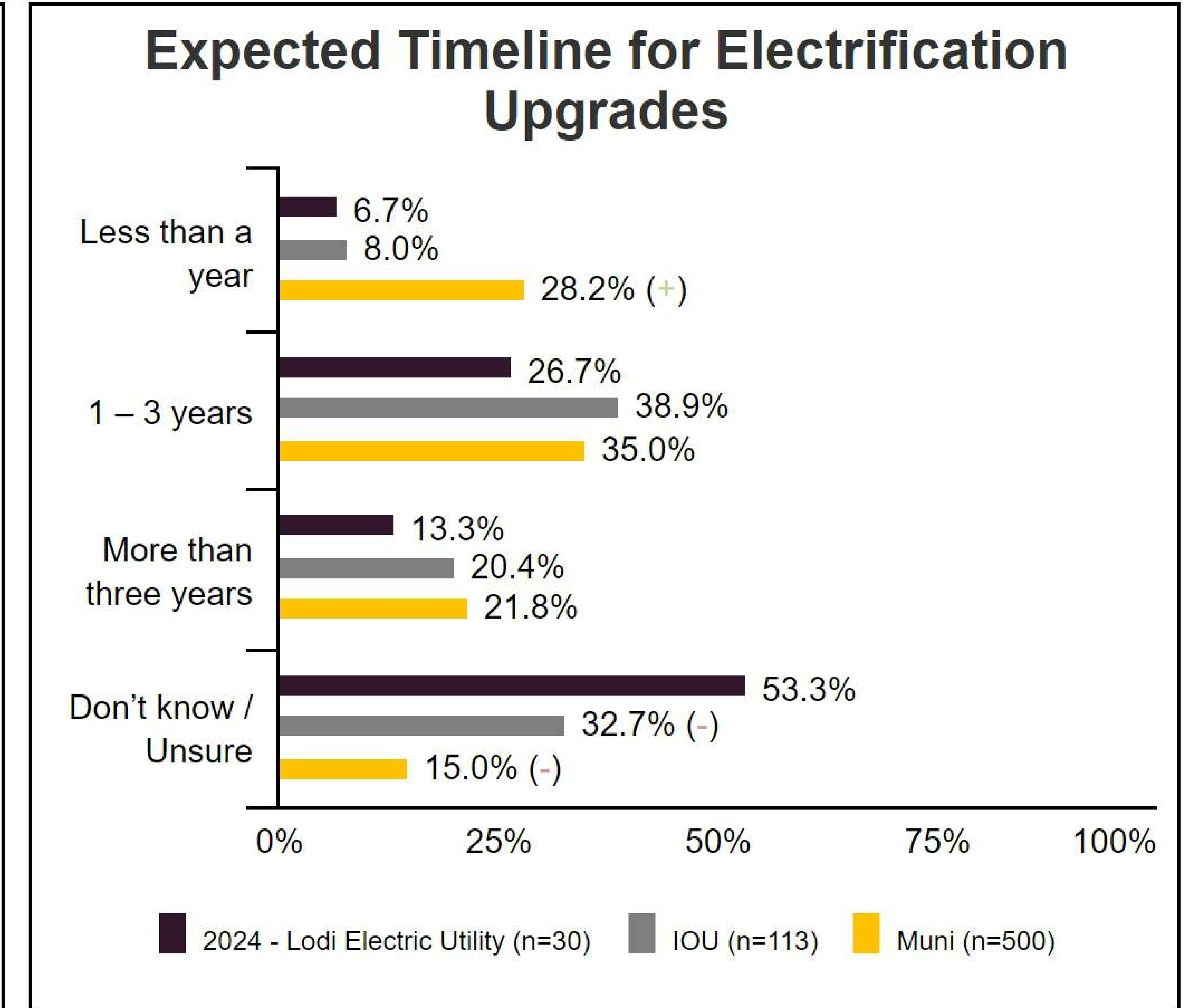
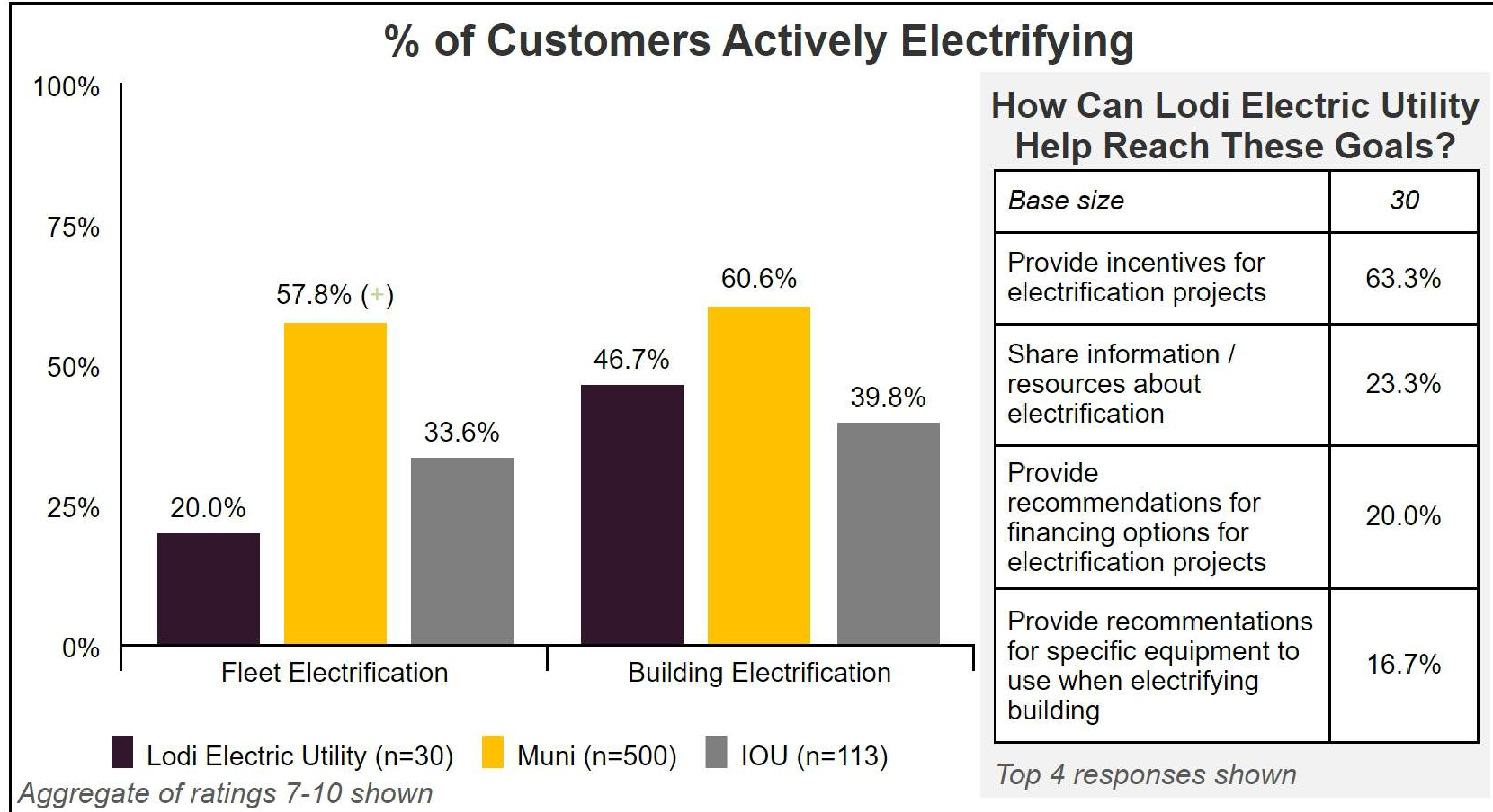
	Lodi Electric Utility	IOU	Muni
Restoring power quickly after an outage	93.1%	57.5%	70.2%
Providing reliable electricity	90.0%	69.0%	71.2%
Providing timely information about restoration during an outage	84.6%	57.7%	67.3%

Q7: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," rate Lodi Electric Utility on each item below.

(+/-) and cell color indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Power Delivery | Electrification

Significantly fewer Lodi Electric Utility customers are actively electrifying their fleets and fewer are actively electrifying their buildings compared to all 2024 municipal respondents. One-fifth of Lodi Electric Utility customers are actively electrifying their fleet(s), while nearly half are electrifying their buildings. Significantly more Lodi Electric Utility customers are unsure of their timeline for implementing electrification upgrades at their organization compared to municipal (+38.3 percentage points) and IOU respondents (+20.6 percentage points).



Q8: On a scale of zero to ten, where zero (0) is "not at all" and ten (10) is "very active," what is the level of electrification at your company?

Q10: What is the expected timeframe for your electrification upgrades at your organization?

Q11 (Oversample Question): How can Lodi Electric Utility assist your organization in achieving its electrification goals? (Select all that apply)

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Power Delivery | Carbon Free Goals

Over one-quarter of Lodi Electric Utility customers have internal goals for becoming carbon free. Of them, three (3) indicated Lodi Electric Utility can help them achieve their goals by "providing recommendations for financing options" and two (2) indicated Lodi Electric Utility can "share information/resources about becoming carbon free."



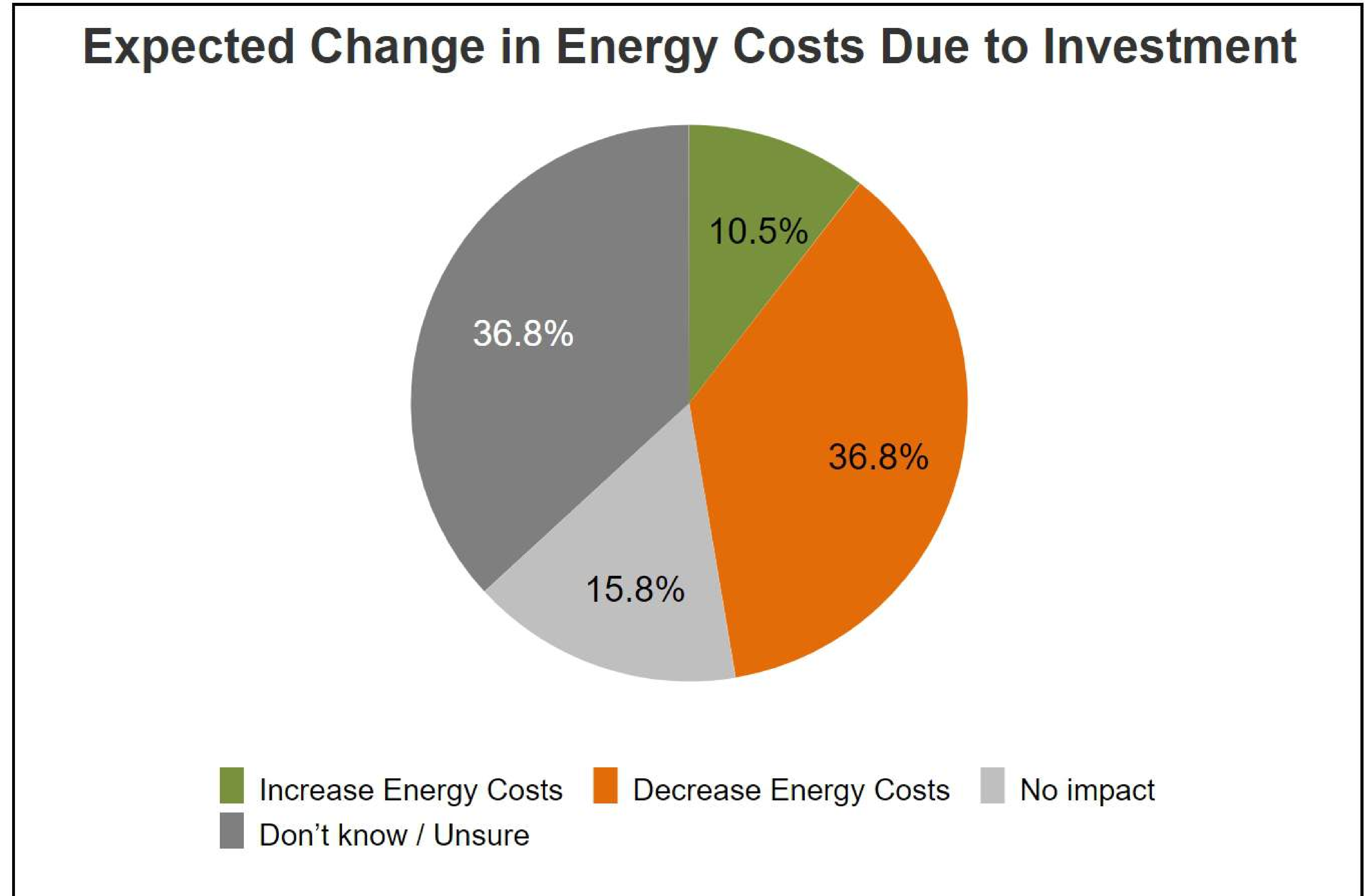
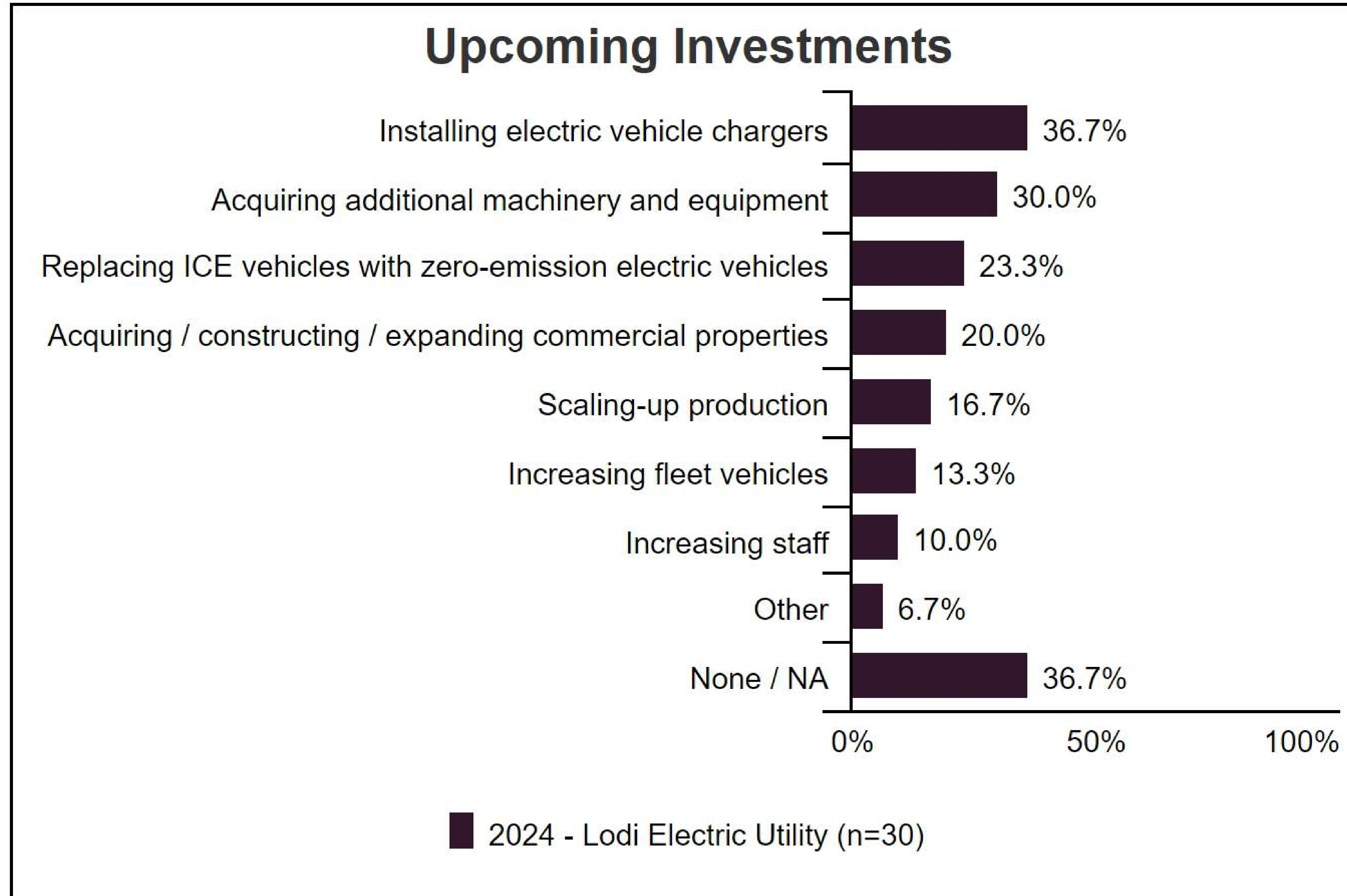
n=30

Q12 (Oversample Question): Does your organization have its own goals for becoming carbon free?

Q13 (Oversample Question): How can Lodi Electric Utility help your organization achieve these goals?

Power Delivery | Upcoming Investments

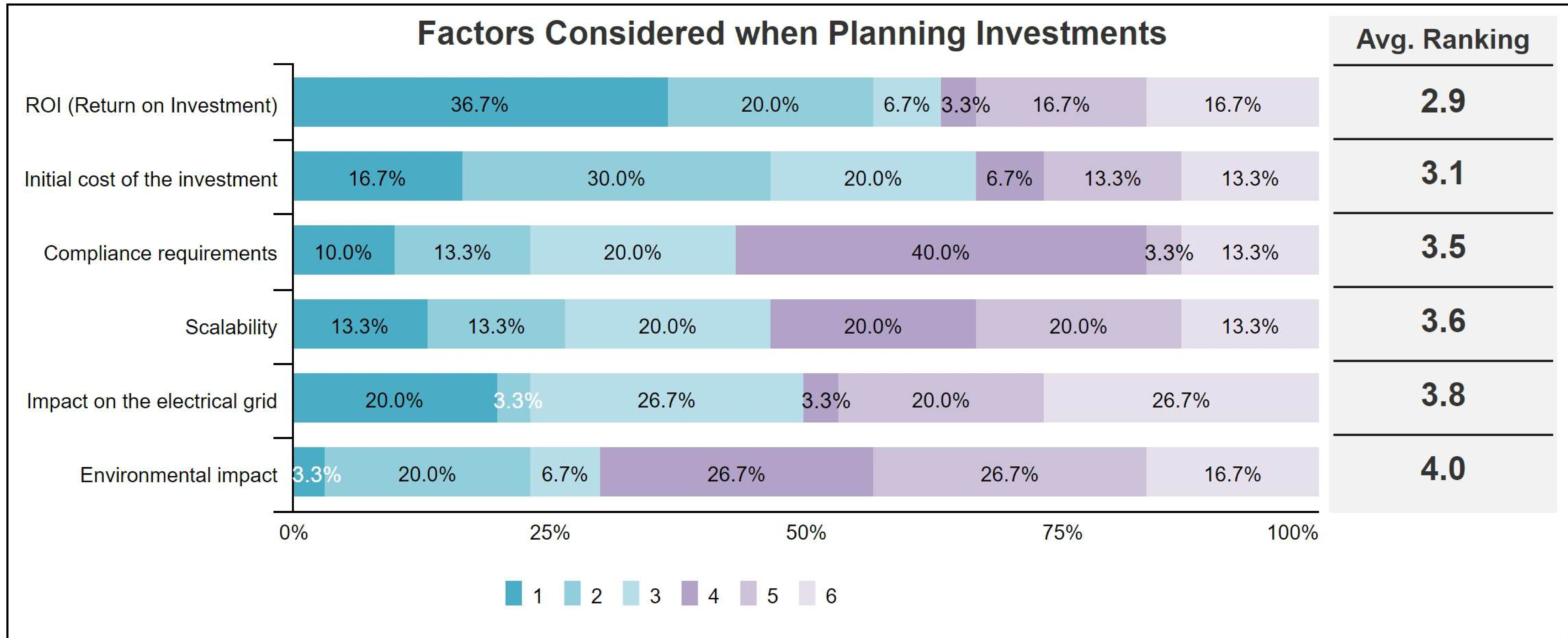
Other investments being made by Lodi Electric Utility customers surround electric vehicles, with over one-third of customers investing in "installing electric vehicle chargers" and nearly one-quarter investing in replacing "ICE vehicles with zero-emission electric vehicles." Furthermore, many are making general capital investments, with three-out-of-ten investing in "additional machinery and equipment" and one-fifth investing in "commercial properties." Notably, over one-third of customers believe their investments will "decrease energy costs," while the same frequency are unsure if their energy costs will increase or decrease.



Q14 (Oversample Question): Other than electrification upgrades, what other upcoming investments, if any, is your organization making within the next 3 years? (Please select all that apply)
 Q16 (Oversample Question): How do you anticipate these investments will impact your energy costs? Please enter the percentage change you anticipate. If you do not anticipate a change, please select "no impact."

Power Delivery | Upcoming Investments

Predictably, return on investment (ROI) and initial cost of the investment are the most important factors for many when planning for upcoming investments. Interestingly, despite falling fifth in importance, one-fifth of customers find "impact on the electrical grid" as the most important factor when considering an investment.



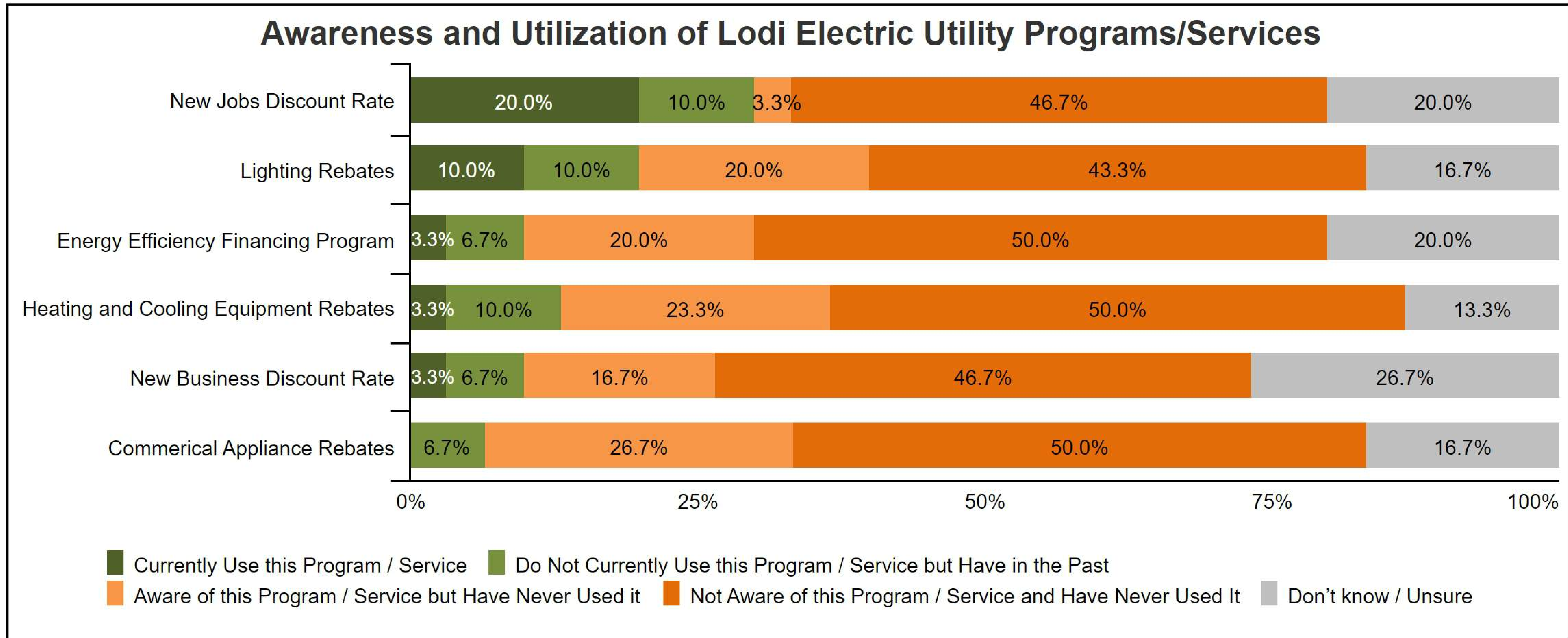
n=30

Q15 (Oversample Question): When planning for upcoming investments, which of the following factors do you consider? Please rank the following factors from one (1) to six (6) where one is the most important factor that you consider and six is the least important factor.

Programs and Services

Programs/Services | Awareness and Utilization

Lodi Electric Utility's "New Jobs Discount Rate" has the highest utilization rate, with one-fifth of customers currently participating and 10.0% having participated in the past. Furthermore, 10.0% of customers are currently participating in Lodi Electric Utility's "Lighting Rebates" program, and 10.0% have participated in the past. Notably, no programs/services have an awareness rate above 40.0%.



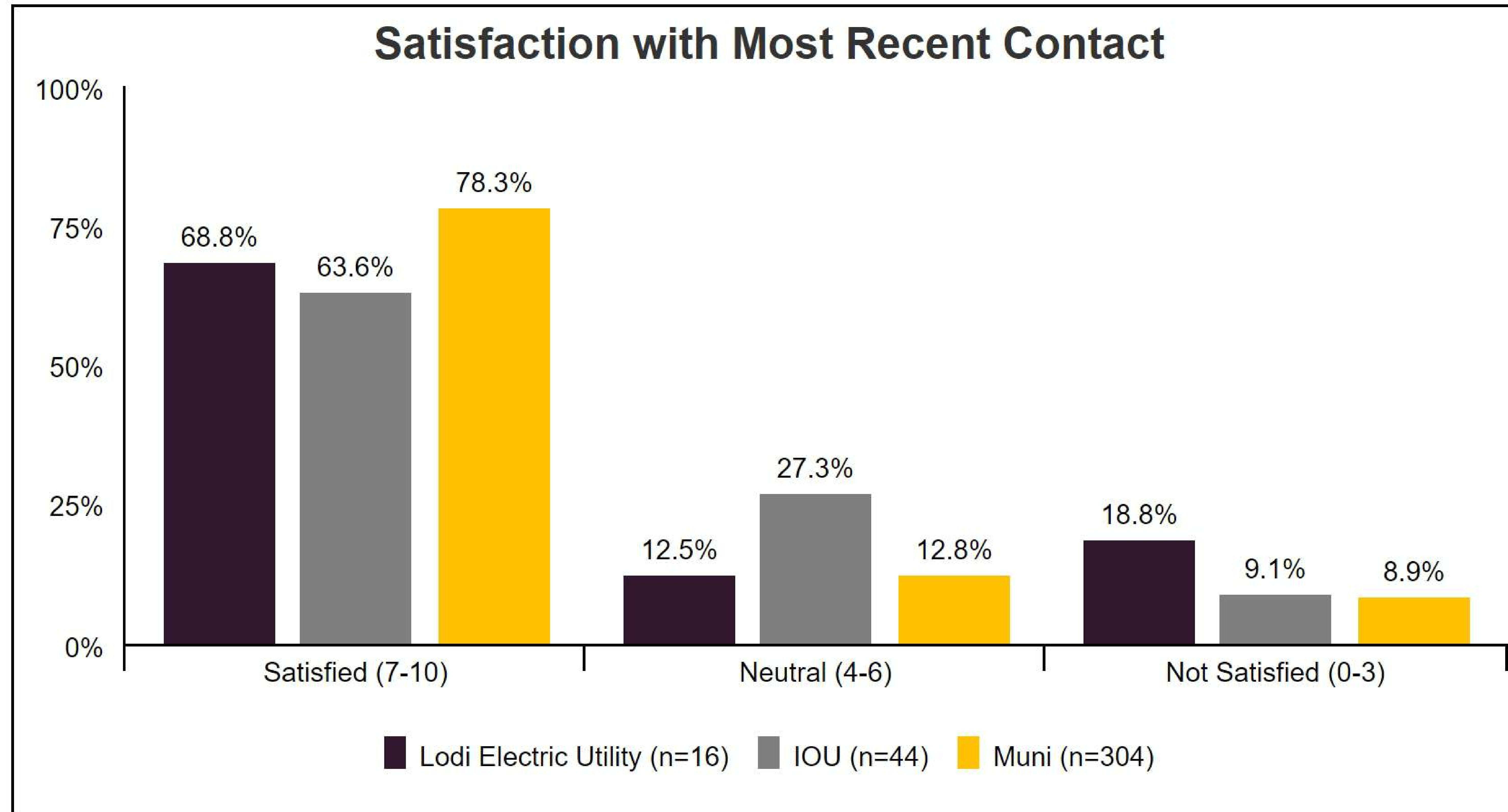
n=30

Q20 (Oversample Question): Below is a list of cost-saving programs/services offered by Lodi Electric Utility. Please indicate your awareness and/or utilization of each program/service.

Account Service

Account Service | Satisfaction

Of the 16 customers who recently contacted Lodi Electric Utility, over two-thirds were satisfied with the experience, fewer than across all municipal respondents in 2024 (-9.5 percentage points). The most common contact methods were contacting an assigned account manager/advisor, calling customer service, and emailing Lodi Electric Utility.



Contact Method

	Lodi Electric Utility
Base size	16
Contact assigned account manager/advisor	5
Called customer service	4
Sent an e-mail	4
Personal visit to their office	1
Visited their website	1
Other	1

Only 2024 Lodi Electric Utility data shown

"Don't know" responses removed

Q18: What method did you use to contact Lodi Electric Utility?

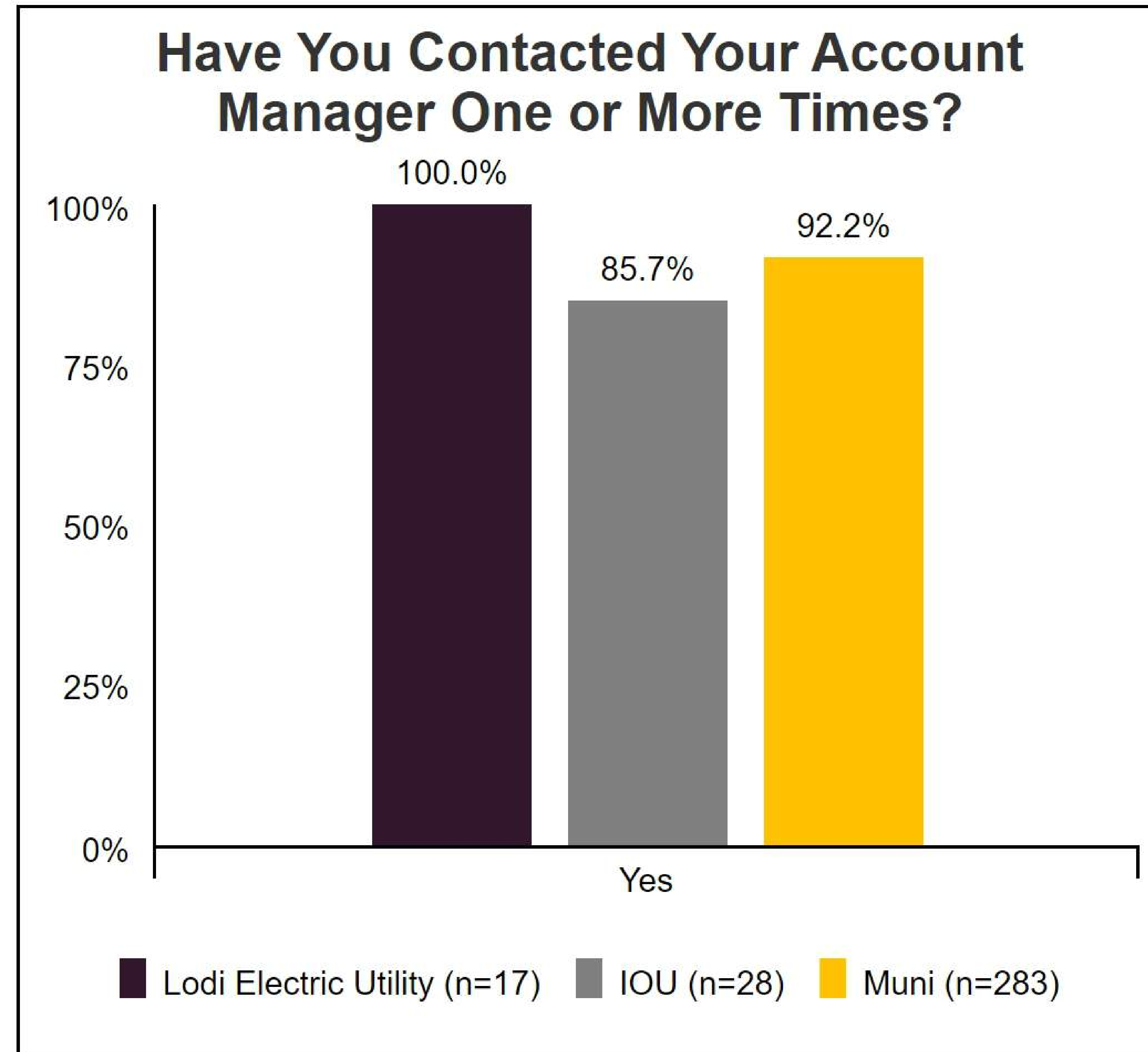
Q19: On a scale of zero to ten, where zero (0) is "not satisfied" and ten (10) is "very satisfied," how satisfied were you with your most recent contact with Lodi Electric Utility?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Managed/Key Account Assessment

Key Accounts | Satisfaction

Of the 17 Lodi Electric Utility customers who have an assigned key account manager, 94.1% provided positive ratings for their overall satisfaction with this key account manager. Notably, all customers provided positive ratings for key account managers' availability and ability to respond promptly. However, while still rated highly, key account managers' ability to act as a source of information about emerging technologies and their understanding of customers' organizations and how electricity is involved in their businesses slightly underperforms compared to 2024 municipal findings.



Key Account Manager Characteristic Ratings

Aggregate of 7-10 ratings shown; "Don't know" responses removed

	Lodi Electric Utility	IOU	Muni
Easy to reach	100.0%	75.0%	86.3%
Promptly responds	100.0%	78.6%	86.3%
Provides money-saving advice	86.7%	75.0%	83.5%
Performs as a "valued energy partner" for you	82.4%	82.1%	85.5%
Acts as a source of information about emerging technologies and how they benefit you	81.3%	78.6%	84.6%
Understands what your organization does and how electricity is involved in your business	80.0%	78.6%	85.3%
Overall Satisfaction with Key Account Manager	94.1%	75.0%	85.6%

Cell color indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Q22: Have you communicated with Lodi Electric Utility's account manager one or more times, either in person, over the phone or through texting or email?

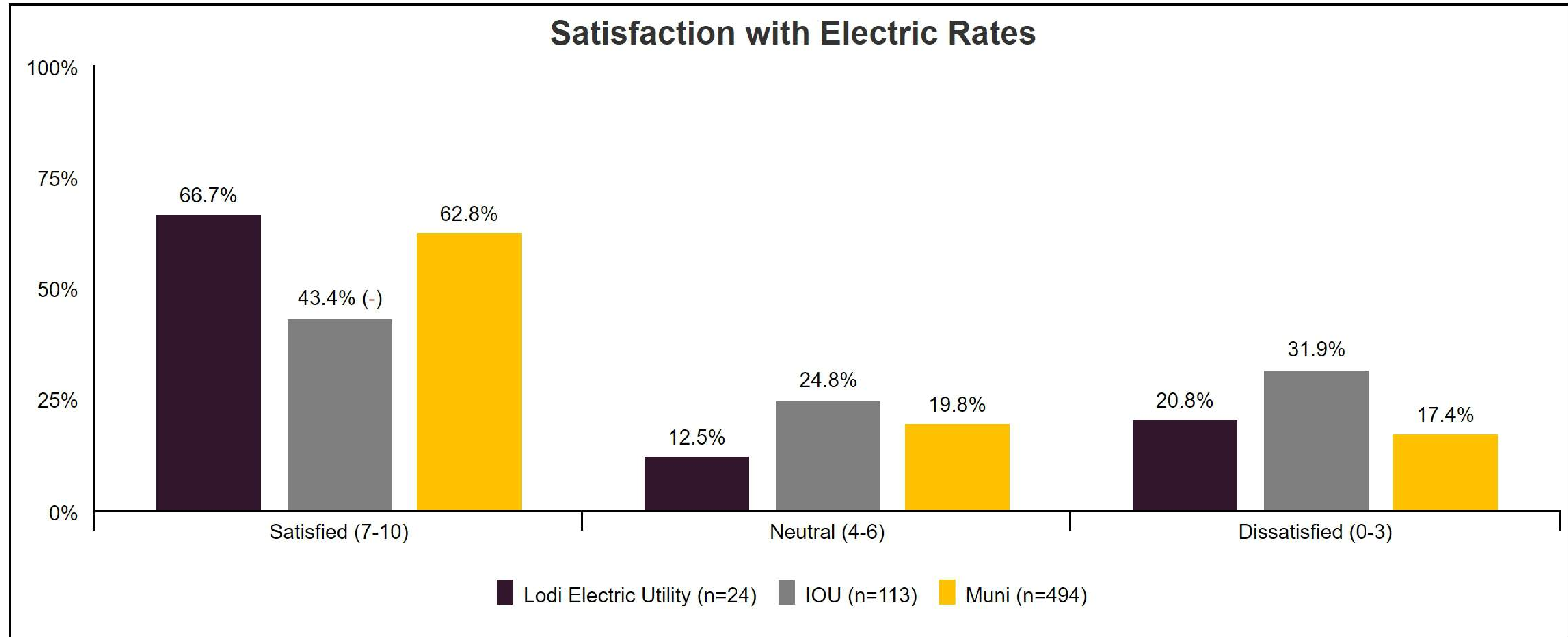
Q23: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," please rate your Lodi Electric Utility account advisor or manager on the following characteristics:

Q24: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," please rate Lodi Electric Utility's key account advisor or manager on the overall job they do for your organization?

Pricing

Pricing | Satisfaction with Rates

Two-thirds of Lodi Electric Utility customers were satisfied with the price they pay for electricity, slightly more than municipal respondents overall in 2024 (+3.9 percentage points) and significantly more than IOU respondents overall (+23.3 percentage points).



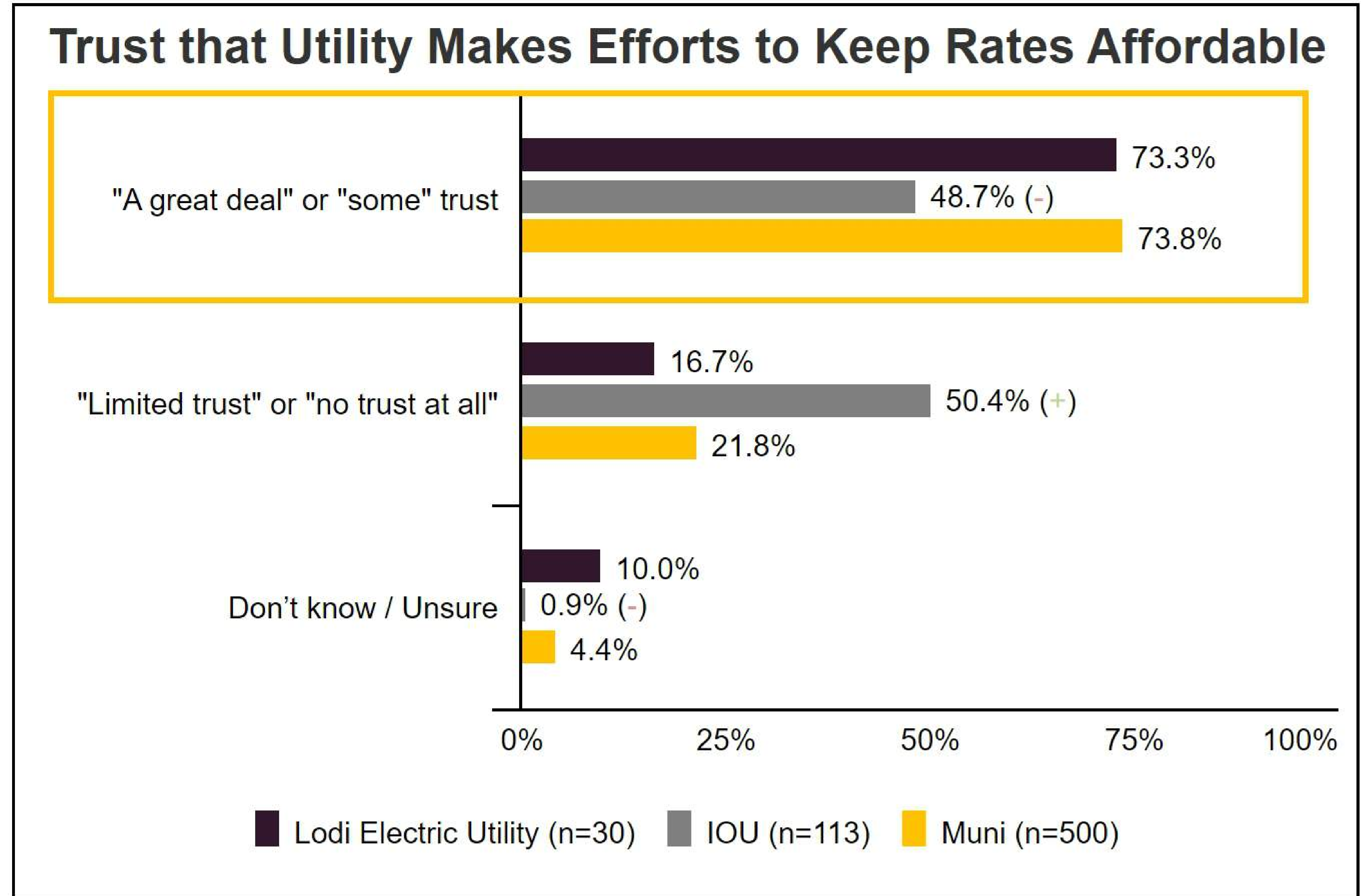
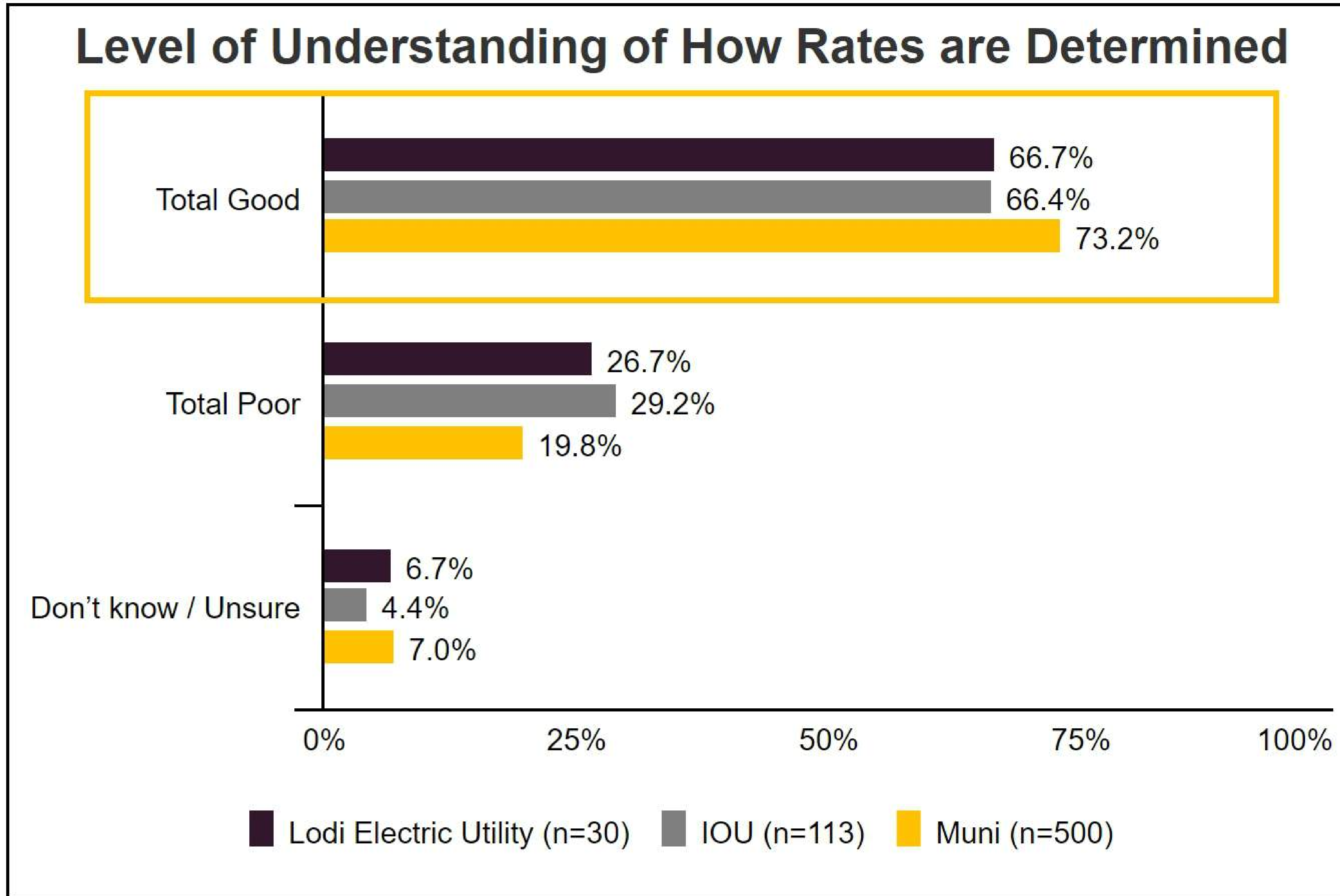
"Don't know" responses removed

Q25: On a scale of zero to ten, where zero (0) is "very dissatisfied" and ten (10) is "very satisfied," please rate your satisfaction with Lodi Electric Utility on the price you pay for electricity.

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Pricing | Understanding of Rates

Two-thirds of Lodi Electric Utility customers have a "very good" or "good" understanding of how their electric rates are determined, less than municipal respondents as a whole (-6.5 percentage points). However, nearly three-quarters have "a great deal" or "some" trust that Lodi Electric Utility does all it can to keep its rates affordable, which is on par with municipal respondents in 2024.



Q26: How would you rate your level of understanding of how Lodi Electric Utility's rates are determined?

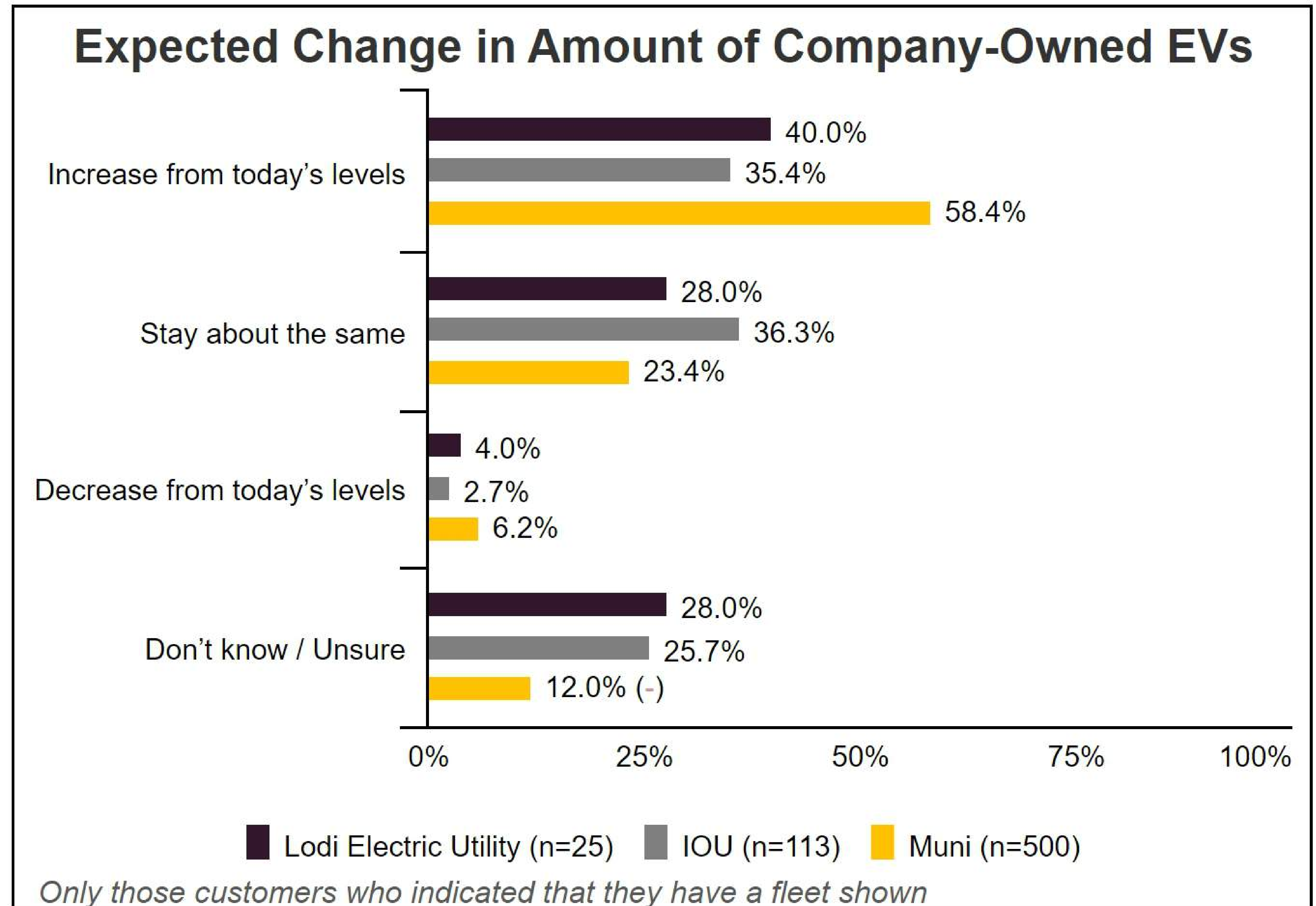
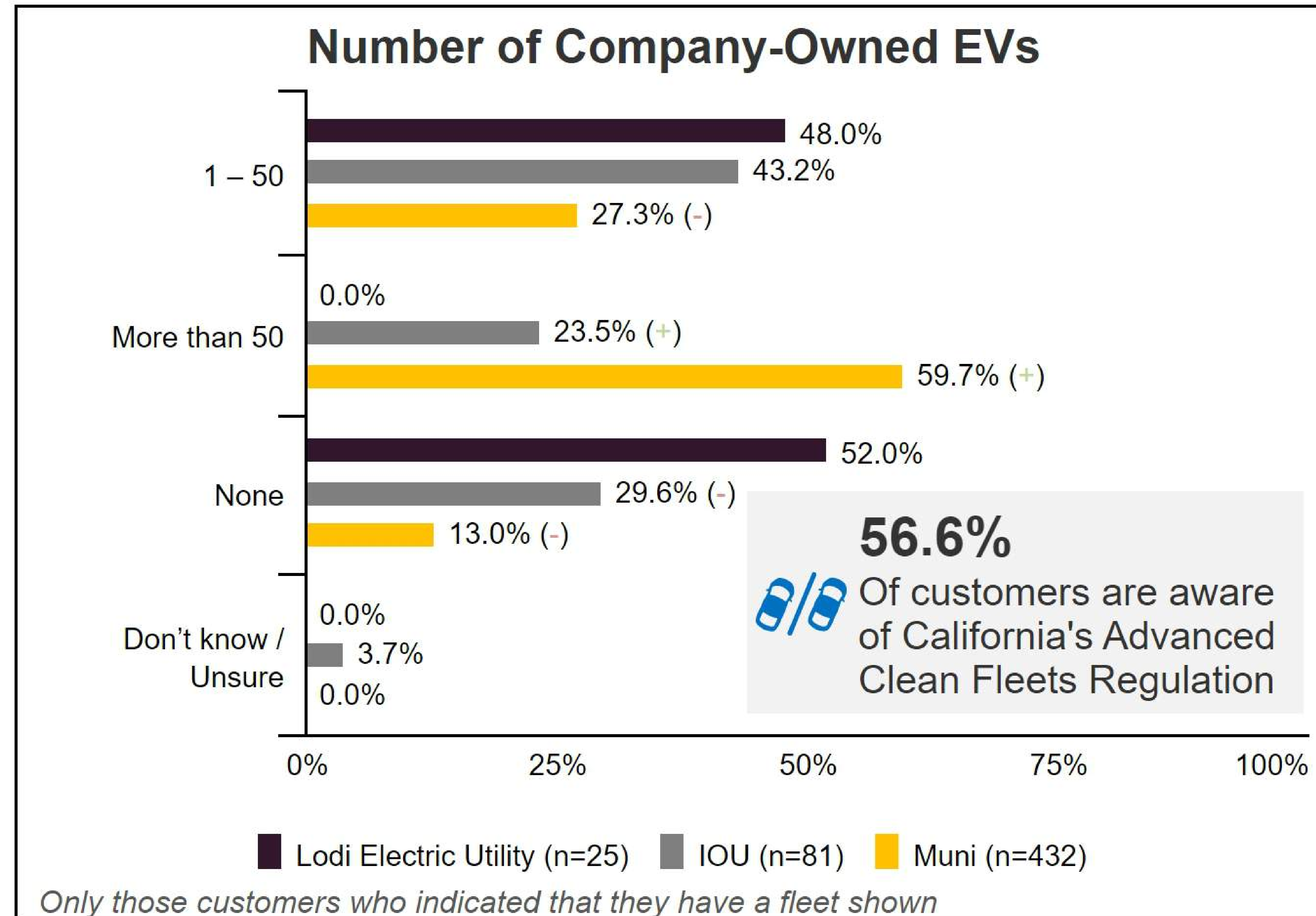
Q27: How would you describe the level of trust you have that Lodi Electric Utility does all it can to keep its rates affordable?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Electric Vehicles & Chargers

Electric Vehicles | Fleet Size & Expected Change

Just under half of Lodi Electric Utility customers have electric vehicles (EVs) in their company's fleet, significantly fewer than municipal respondents overall (-39.0 percentage points). However, the data suggests more customers will expand their EV fleets/acquire EVs for their fleet in the future, as two-fifths of Lodi Electric Utility customers plan to expand/acquire them.



Q29: How many electric vehicles do you have, if any?

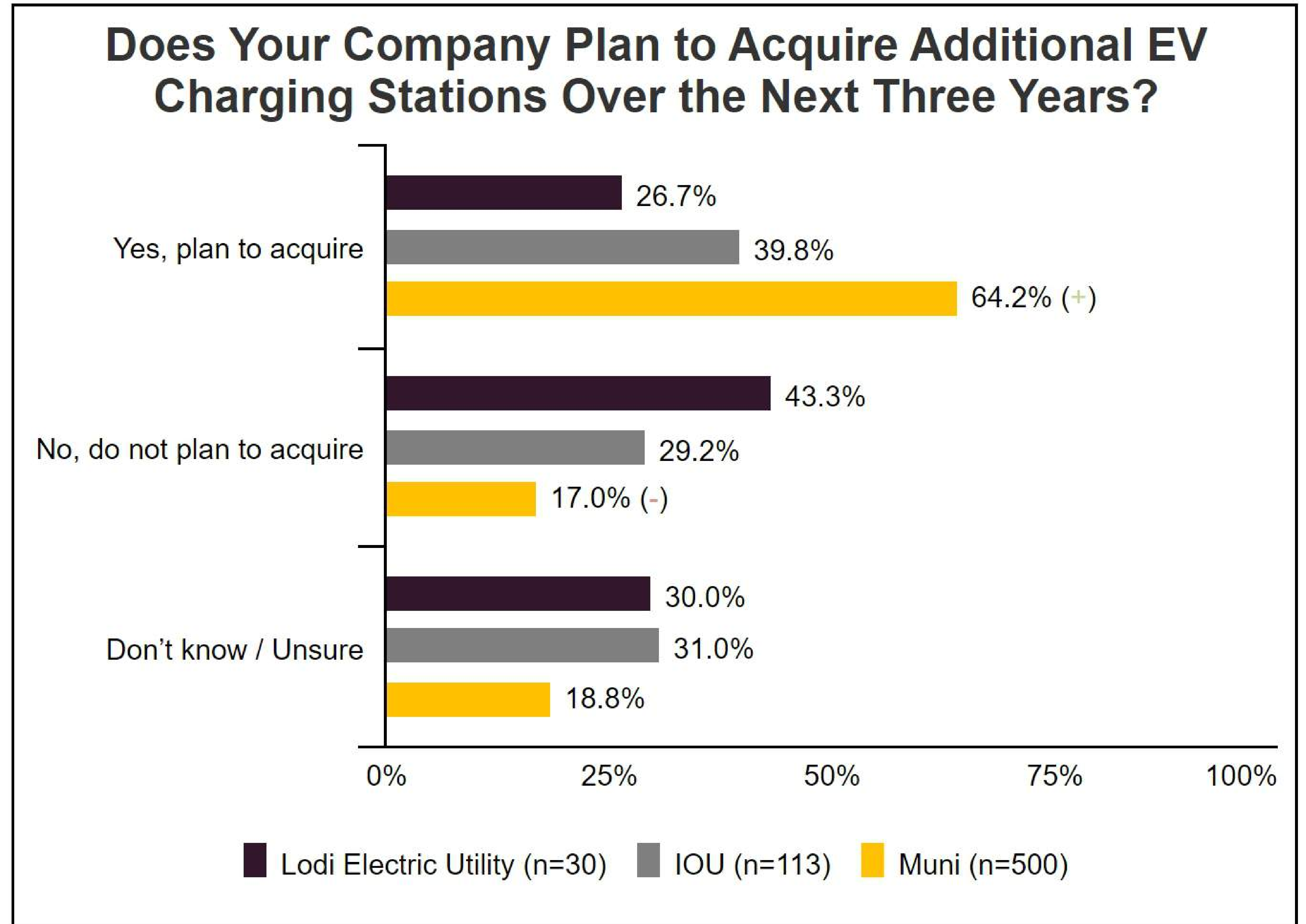
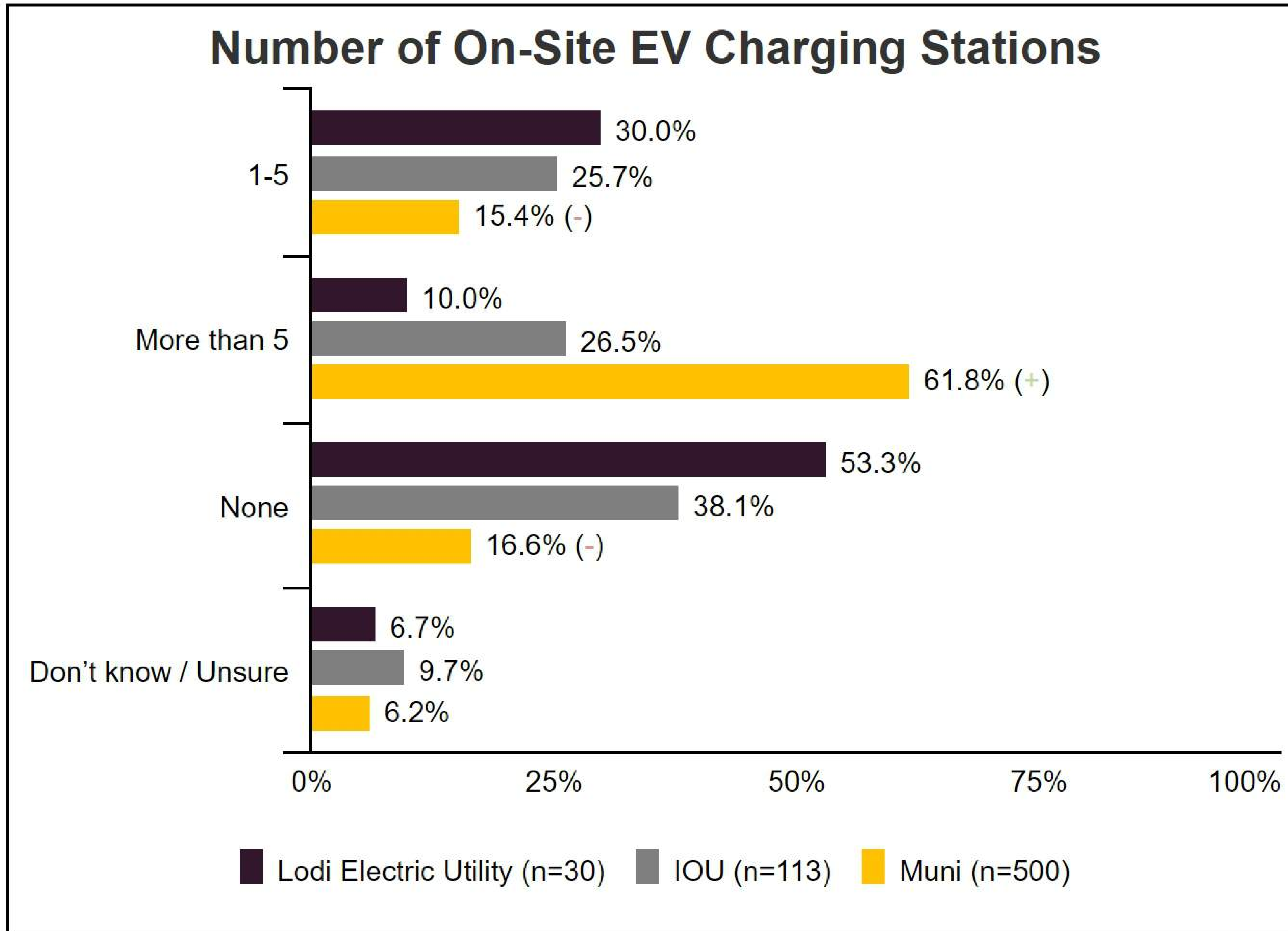
Q30: In the future, do you expect the number of electric vehicles (EVs) in your organization's fleet to...

Q34 (Oversample Question): How aware are you of California's Advanced Clean Fleets Regulation focusing on zero-emissions medium-and heavy-duty vehicles?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Electric Vehicles | Charging Stations

Two-fifths of Lodi Electric Utility customers have on-site electric vehicle charging stations, significantly fewer than municipal customers overall (-37.2 percentage points). As with EVs, the data suggests more Lodi Electric Utility customers are likely to either acquire or install additional on-site electric vehicle charging stations in the next three years, as 26.7% plan to acquire/install them.



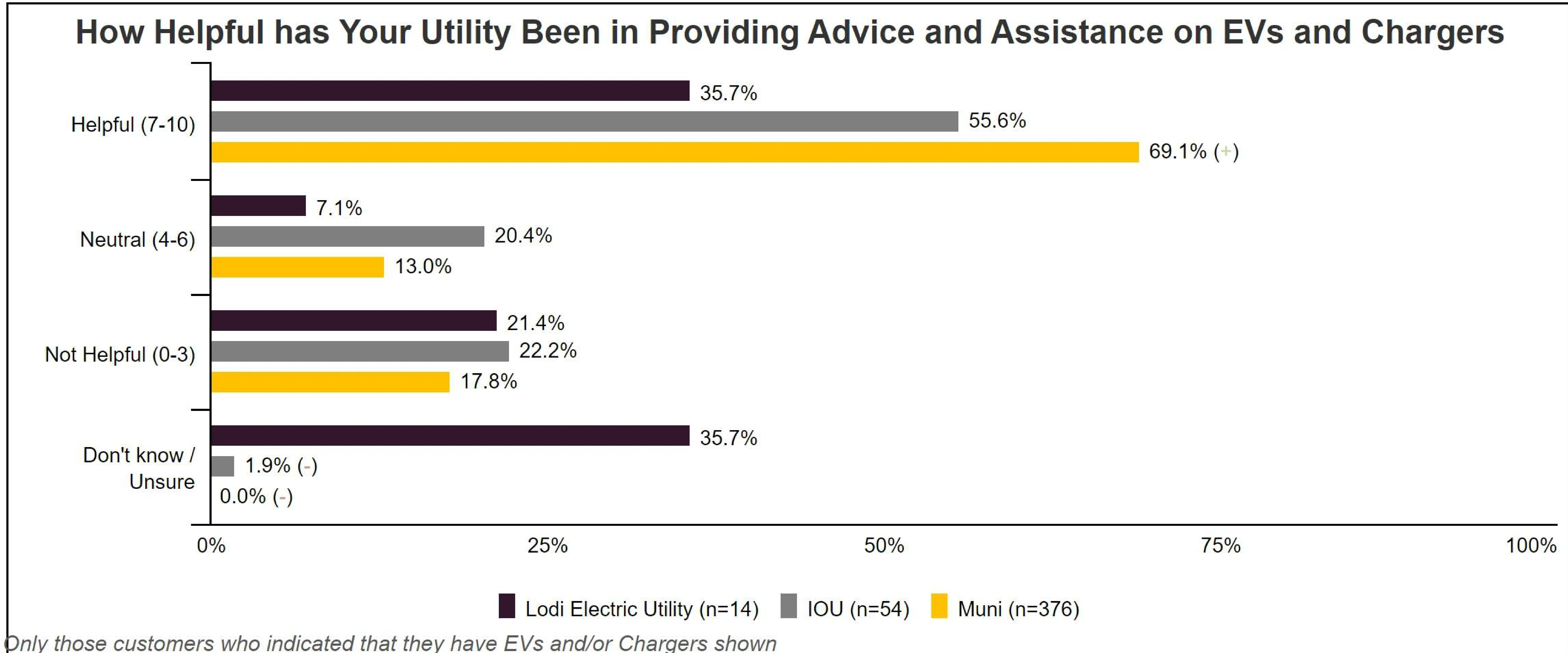
Q31: Does your organization have any electric vehicle charging stations on-site? if so, how many?

Q32: Does your organization plan to acquire (additional) electric vehicle charging stations over the next three years?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Electric Vehicles | Helpfulness of Utility

Over one-third of customers indicated that Lodi Electric Utility has helped provide advice and assistance on electric vehicles and charging stations, significantly fewer compared to municipal respondents overall in 2024 (-33.4 percentage points). Of note, over one-third of customers were unsure how helpful Lodi Electric Utility is in providing advice and assistance on EVs and chargers.



Q33: Overall, how helpful has Lodi Electric Utility been in providing advice and assistance on electric vehicles and chargers where zero (0) is "not helpful" and ten (10) means "very helpful?"

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

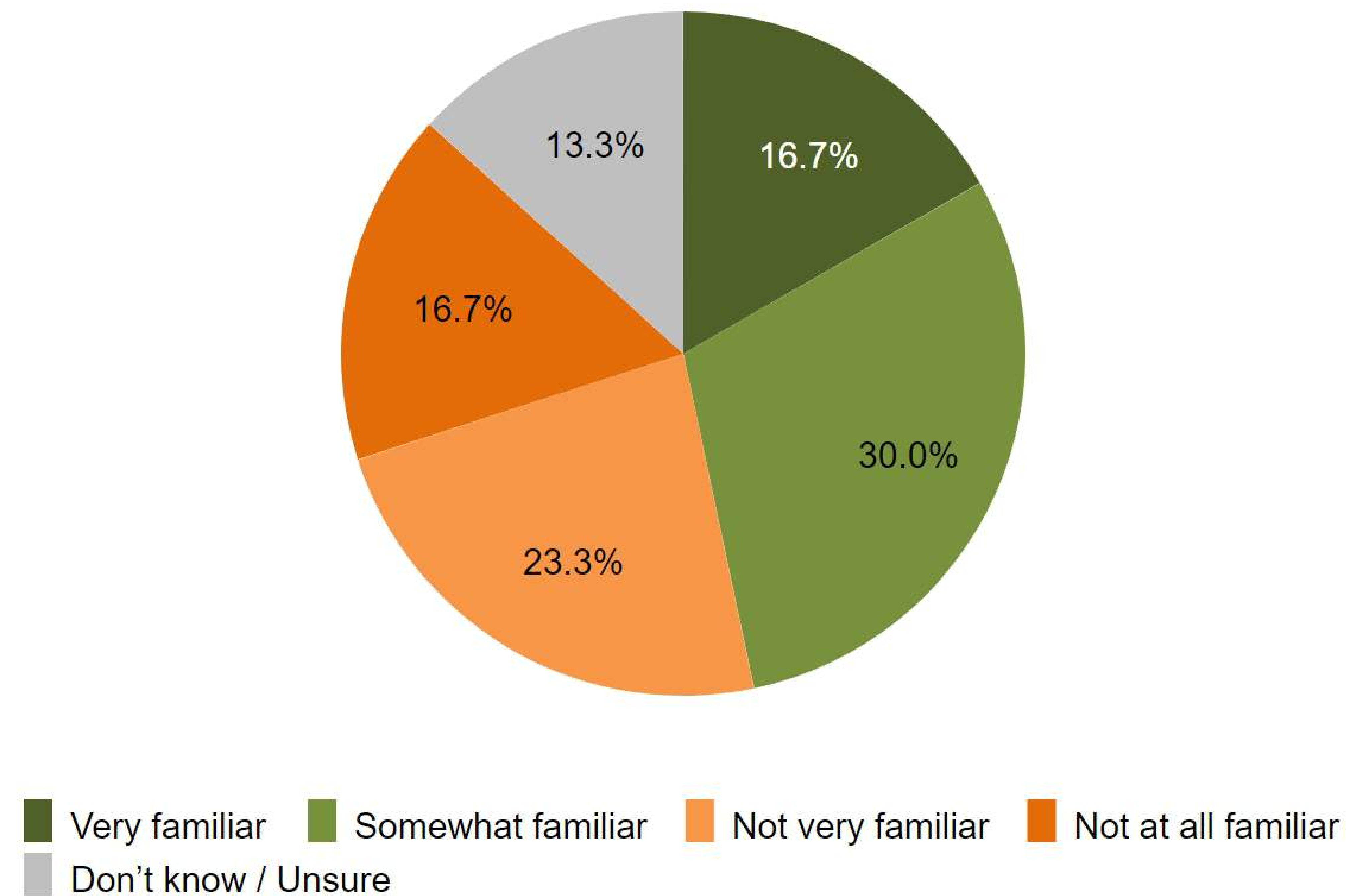
Battery Storage



Battery Storage | Familiarity and Interest

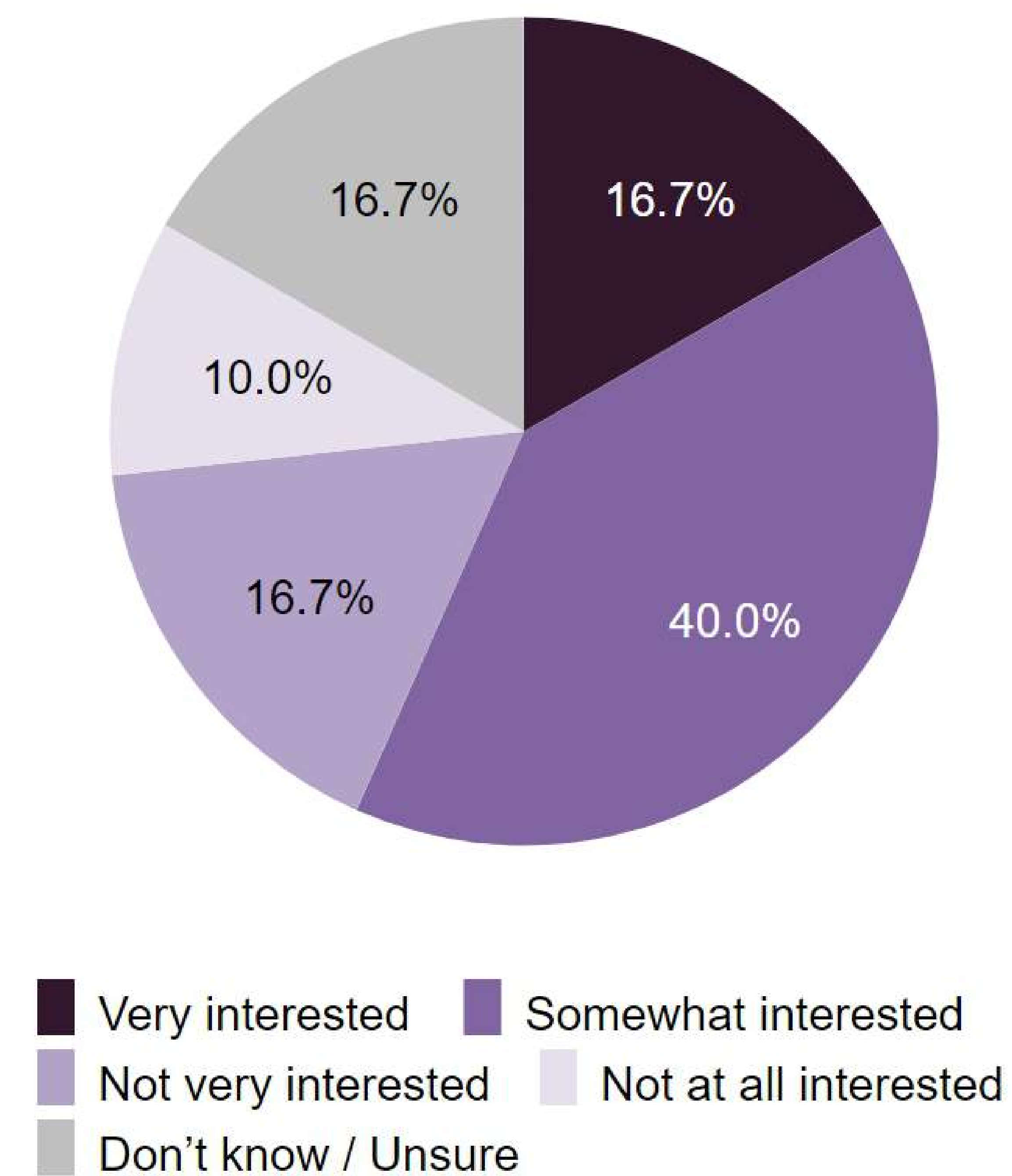
Prior to taking the survey, nearly one-half of Lodi Electric Utility customers (46.7%) were aware of energy storage systems, in general. However, interestingly, after reading a description of energy storage systems, over one-half of Lodi Electric Utility customers (56.7%) are interested in installing energy storage systems. Some of the most common motivating factors to installation are to "help lower electric bill," have a "backup power source during outages," and to "maximize the benefits of solar panels."

Familiarity with Energy Storage Systems



n=30

Interest in Energy Storage System



n=30

Motivations to Install an Energy Storage System

Base size	17
Help lower my electric bill	12
Backup power source during outages	10
Maximize the benefits of solar panels	10
Make our organization more energy independent	9
Greater control over our energy usage	7
Lower my carbon emissions	6
Don't know / unsure	1

Q35 (Oversample Question): How familiar would you say you are of energy storage systems in general?

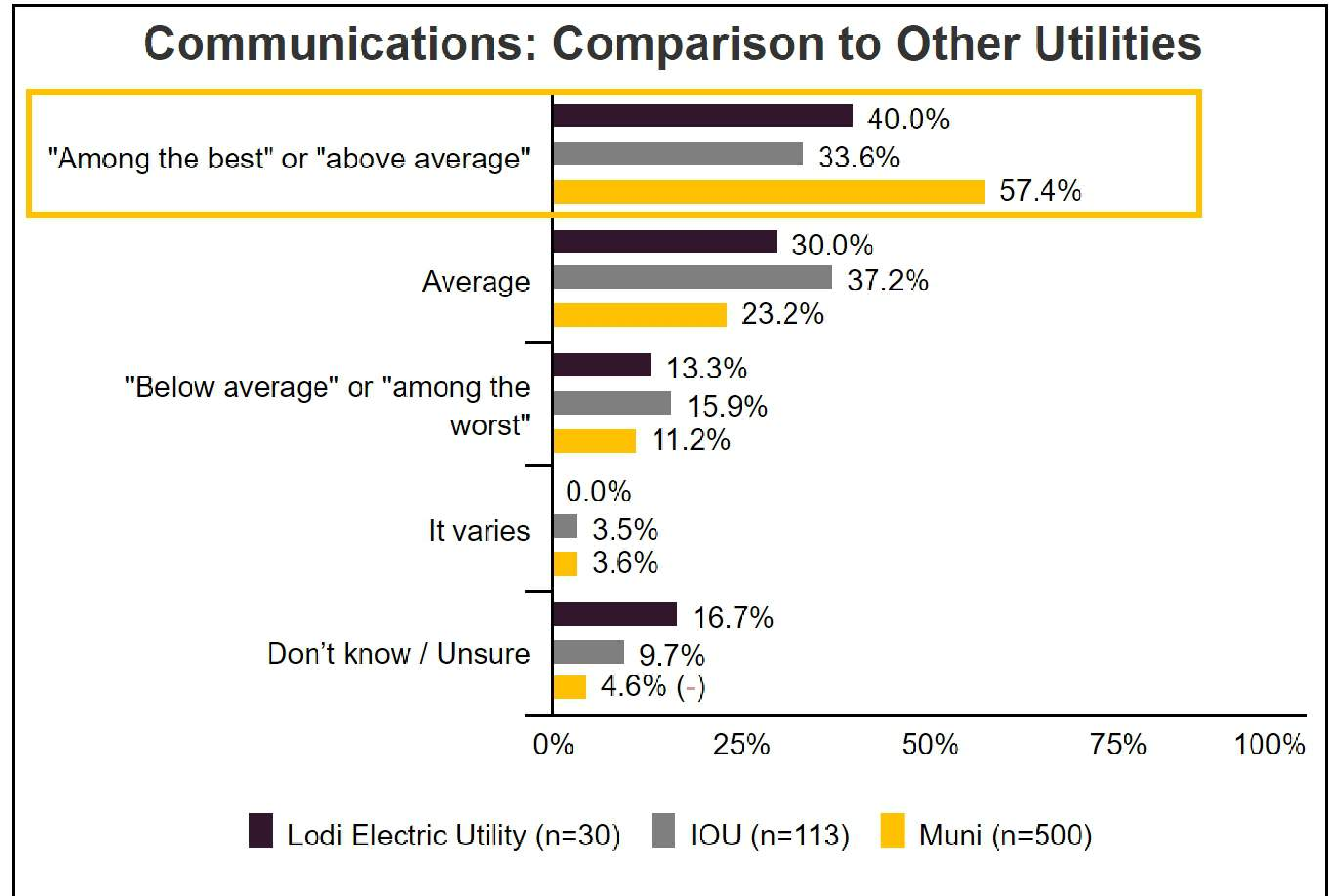
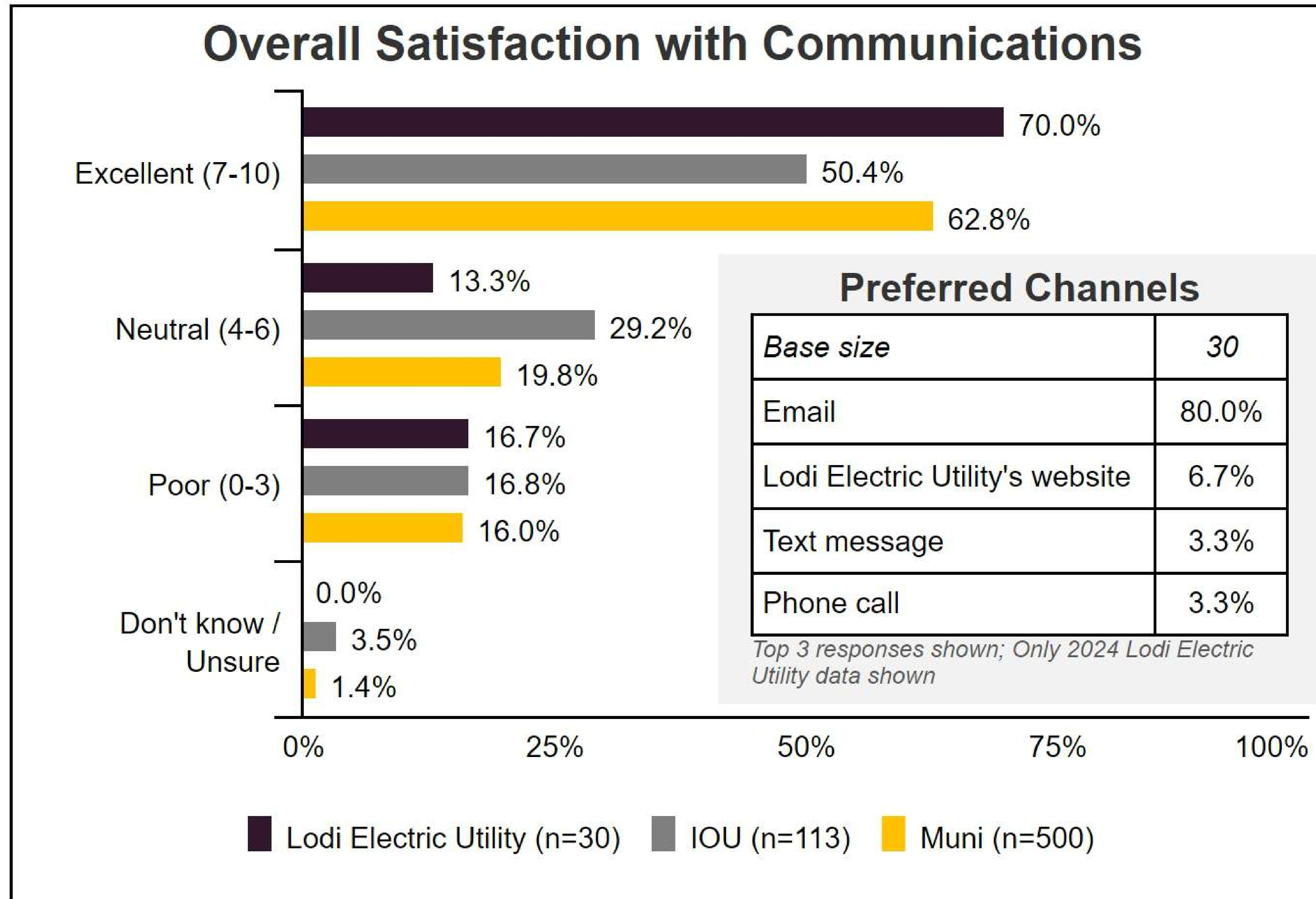
Q36 (Oversample Question): How would you rate your level of interest in installing an energy storage system?

Q37 (Oversample Question): What would motivate you to install an energy storage system? (Select all that apply)

Communications

Communications | Satisfaction

Seven-out-of-ten customers provided positive ratings for their overall satisfaction with communications coming from Lodi Electric Utility, higher than municipal findings in 2024 (+7.2 percentage points). However, two-fifths indicated Lodi Electric Utility is "among the best" or "above average" in terms of communications received from other utilities, lower than 2024 municipal findings (-17.4 percentage points).



Q38: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," rate Lodi Electric Utility's communication with business customers such as you on an overall basis.

Q39: Compared to other companies that your organization does business with, how do Lodi Electric Utility's communications aimed at business customers compare?

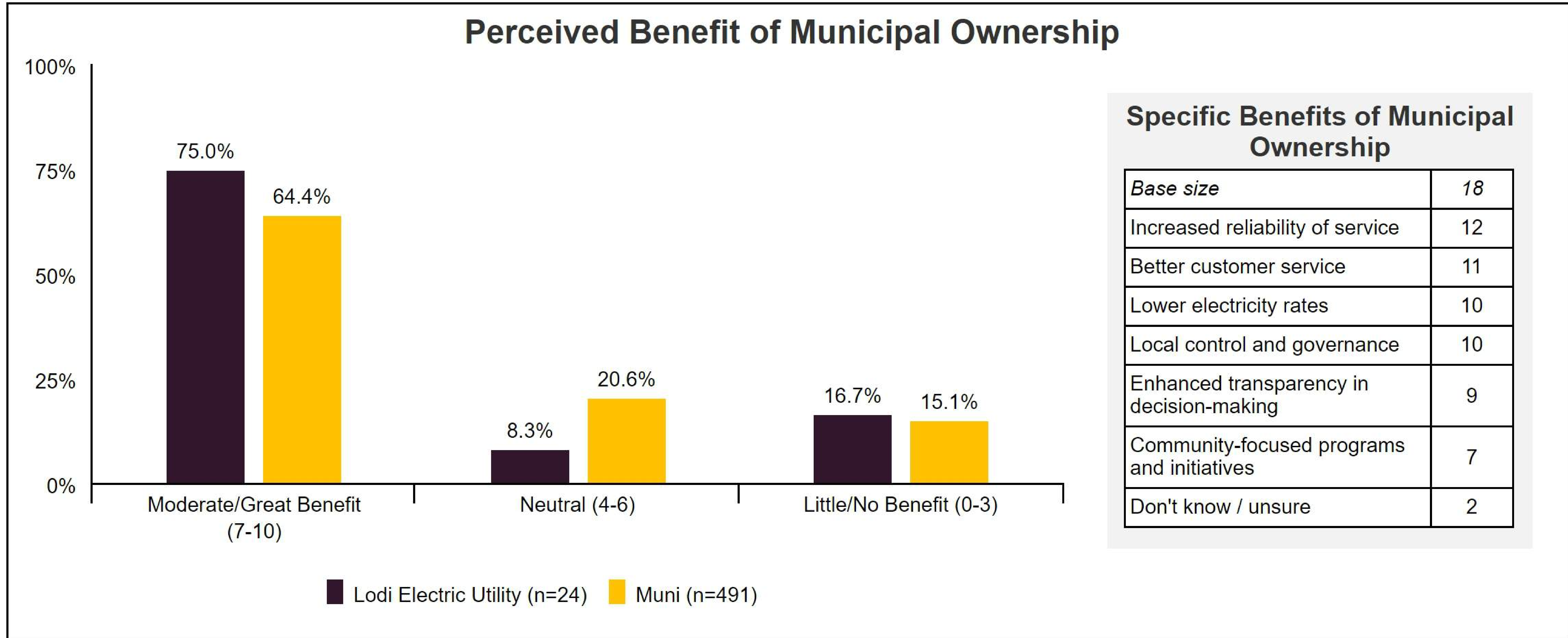
Q40: Please indicate how you would prefer to receive information from Lodi Electric Utility.

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Utility Preference

Utility Preference | Benefit of Municipal Ownership

Three-quarters of Lodi Electric Utility customers believe the local area benefits from having a community-owned municipal utility, higher than municipal respondents overall in 2024 (+10.6 percentage points). Specific benefits cited most often by Lodi Electric Utility customers are "increased reliability," "better customer service," lower electricity rates," and "local control and governance."



Specific Benefits of Municipal Ownership

Base size	18
Increased reliability of service	12
Better customer service	11
Lower electricity rates	10
Local control and governance	10
Enhanced transparency in decision-making	9
Community-focused programs and initiatives	7
Don't know / unsure	2

"Don't know" responses removed

Q41: On a scale of zero to ten, where zero (0) is "no benefit" and ten (10) is "great benefit," how much benefit does the local area realize from having a community-owned municipal utility?

Q42 (Oversample Question): What do you believe are some of the benefits of a public power utility? (Select all that apply)

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

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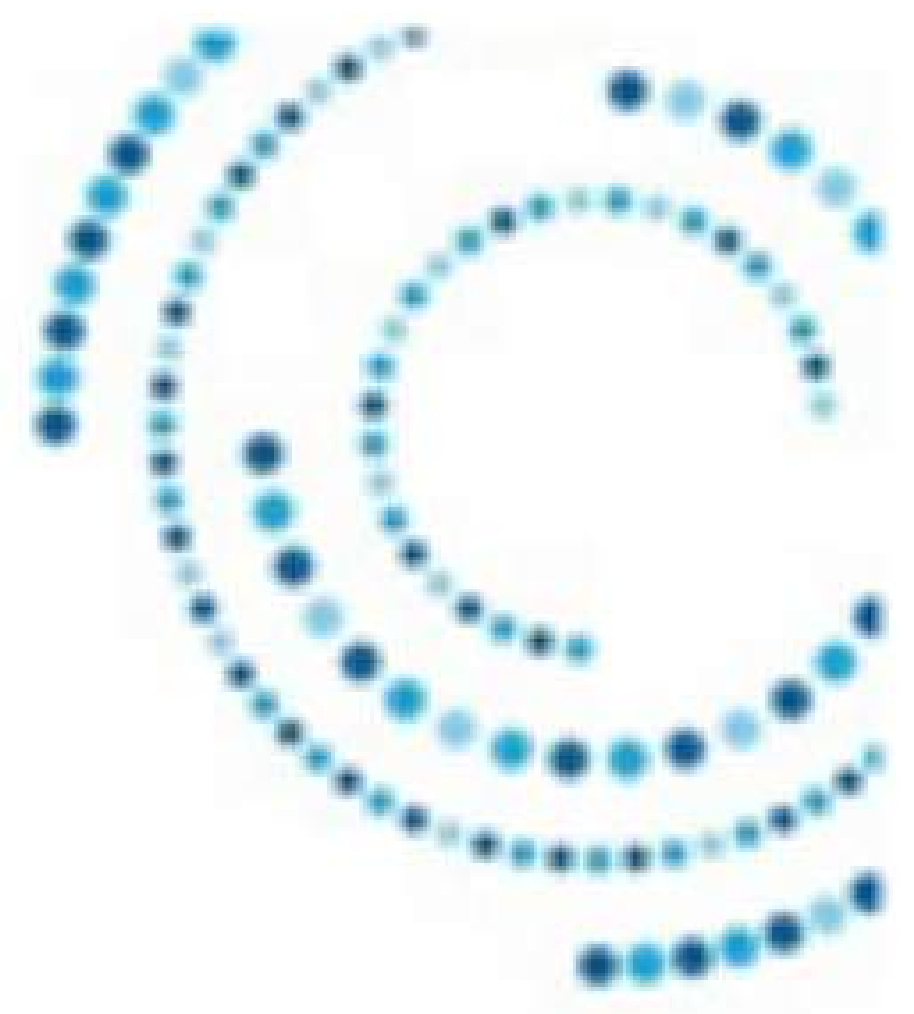
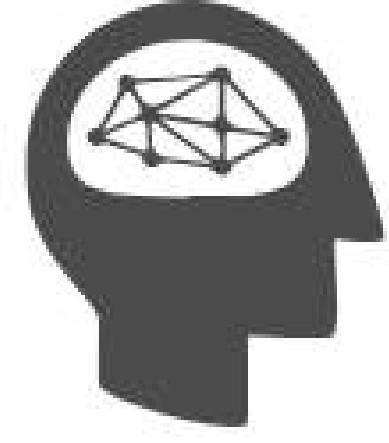
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Considerations



Enhancing Program Awareness to Support Customer Priorities

Lodi Electric Utility customers have expressed a strong interest in expanded programs and rebates for efficiency and conservation. This presents an opportunity for Lodi Electric Utility to strengthen communications about its existing programs while addressing customers' evolving needs. Increased awareness of these offerings can also support customers' expanding investments in electric vehicles (EVs), EV chargers, and battery storage systems.

Suggestions for Action:

- **Expand Communication Efforts:** Develop/expand targeted outreach campaigns to promote Lodi Electric Utility's programs and rebates, emphasizing how they help reduce costs and improve efficiency.
- **Consolidate and Abbreviate Information:** In these targeted campaigns, consolidate the abundant information on Lodi Electric Utility's several incentive programs and rebates found on the Lodi Electric Utility website into a one-sheeter emphasizing cost savings and energy efficiency gains, with links included navigating customers to pages with more in-depth information.
- **Link Programs to Customer Investments:** Highlight how Lodi Electric Utility's offerings can support EV adoption, charger installation, and battery storage, connecting these programs to customers' real-world priorities.
- **Utilize Multiple Channels:** Use a mix of digital platforms, direct mail, and in-person events to ensure maximum visibility and engagement across customer segments.
- **Provide Case Studies or Success Stories:** Showcase customers who have successfully utilized Lodi Electric Utility's programs to achieve efficiency gains or sustainability goals, creating relatable examples.

By increasing awareness of its programs and aligning them with customer priorities, Lodi Electric Utility can address a growing demand for efficiency and conservation while supporting its customers' sustainability investments. These efforts will not only drive program participation, but also strengthen Lodi Electric Utility's role as a trusted energy partner.

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WHAT'S NEXT.



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GreatBlue Research



Business & Key Account Customer Satisfaction Study 2024 Electric



Report of Findings

6 August 2024

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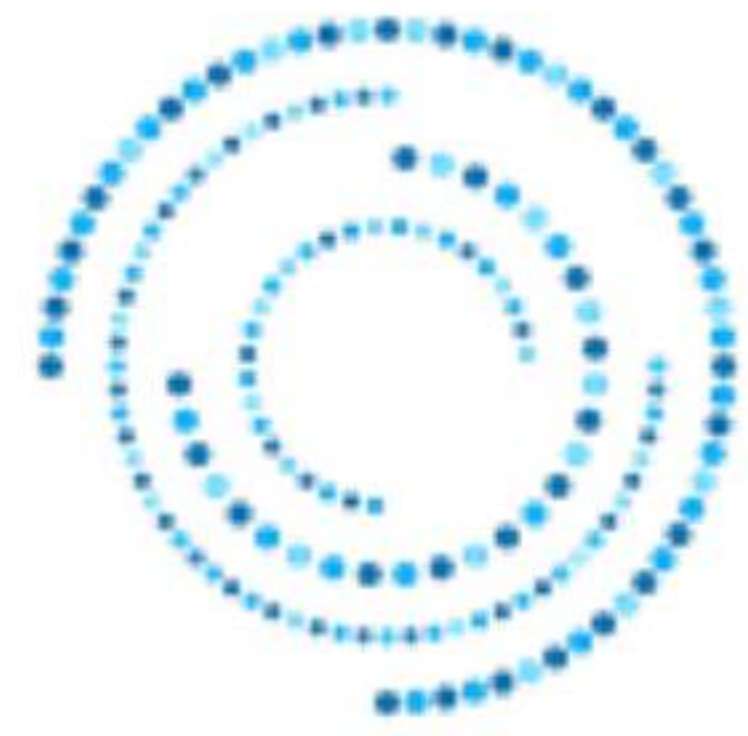
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Aggregate Data (Provided Separately)







Harnessing the Power of Data

...to help clients achieve organizational goals.

 **Data** supporting strategic decisions to improve products and services. Since 1979, our experience with study and instrument design, data collection, analysis, and formal presentation assists our clients in identifying the “why” and “what’s next.”

 **Talent** with a knowledge base in a wide range of industries and methodologies ensures a 360° view of the challenges faced and the expertise to address them.

 **Solutions** that are customized to provide a personalized approach to understanding organizational, employee, and customer needs, allowing for more informed decisions.

Methodologies:



Digital Surveys



Focus Groups



In-Depth Interviews

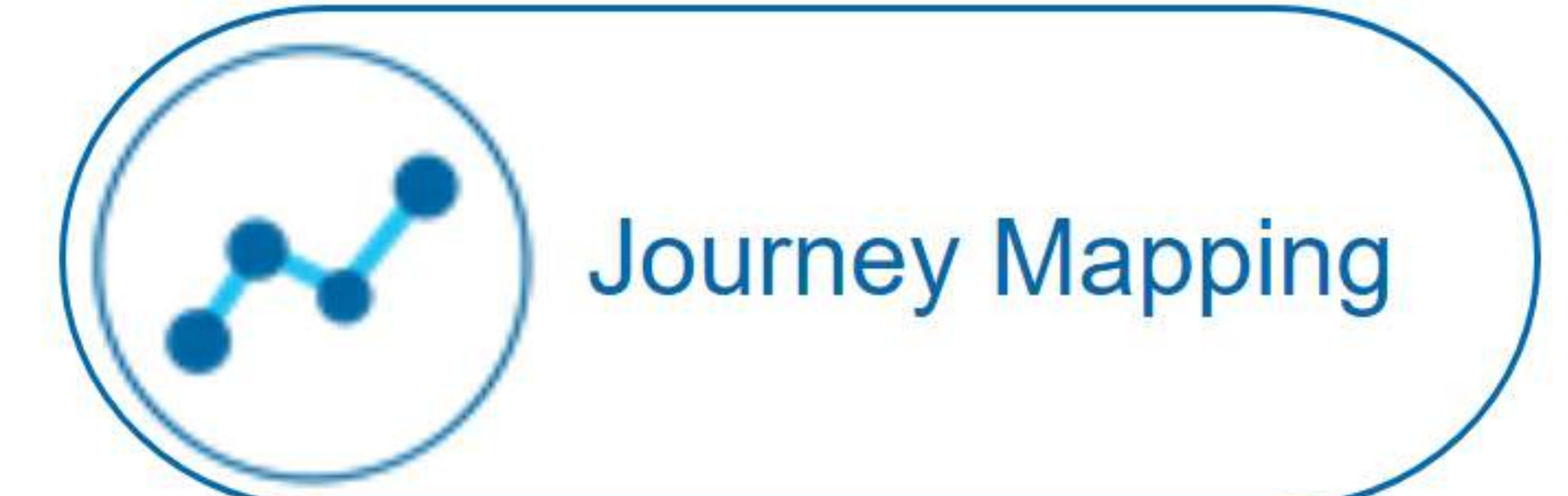
Studies:



Awareness and Perception Studies



Customer and Employee Satisfaction Studies



Journey Mapping



Creative and New Concept Testing

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Project Overview

Research Objectives

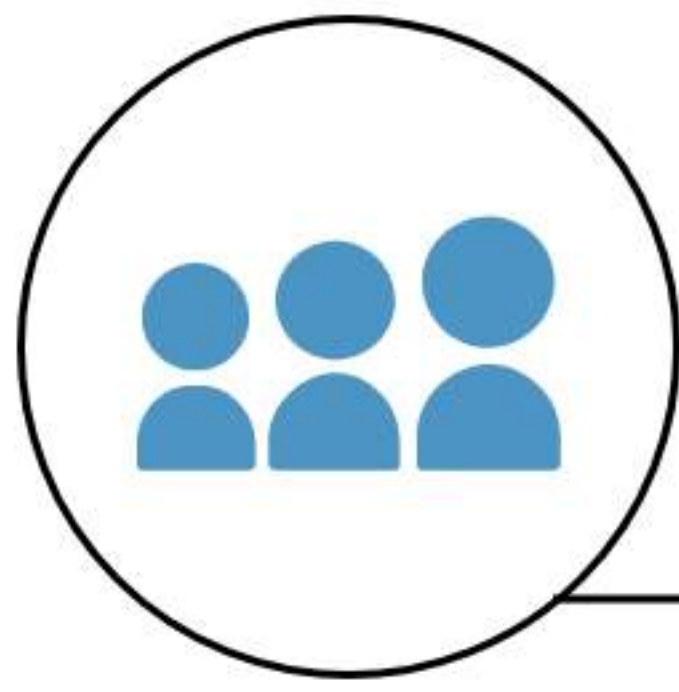
- GreatBlue Research was commissioned by the California Municipal Utilities Association (hereinafter "CMUA") to conduct comprehensive research among business and key account customers to gain a deeper understanding of their perceptions of the utility and satisfaction with the services provided.
- The primary goals of this research study were to assess business and key account customers' satisfaction with their electric utility, uncover perceptions of their utility, and explore their interest in various utility-related products and services.
- The outcome of this research will enable CMUA member utilities' personnel to a) more clearly understand, and ultimately set, customer expectations, b) act on near-term opportunities for improvement, and c) create a strategic roadmap to increase customer satisfaction.



Areas of Investigation

In order to service these objectives, GreatBlue developed a bespoke research study leveraging a digital survey to learn about the following topics:

- Organizational characteristic ratings
- Customer's relationship with their utility
- Satisfaction with customer service
- Assessment of key account manager
- Satisfaction with electric rates
- Interest in building and fleet electrification
- Perceived benefit of public ownership
- Preferred communication methods
- Firmographic profile of respondents



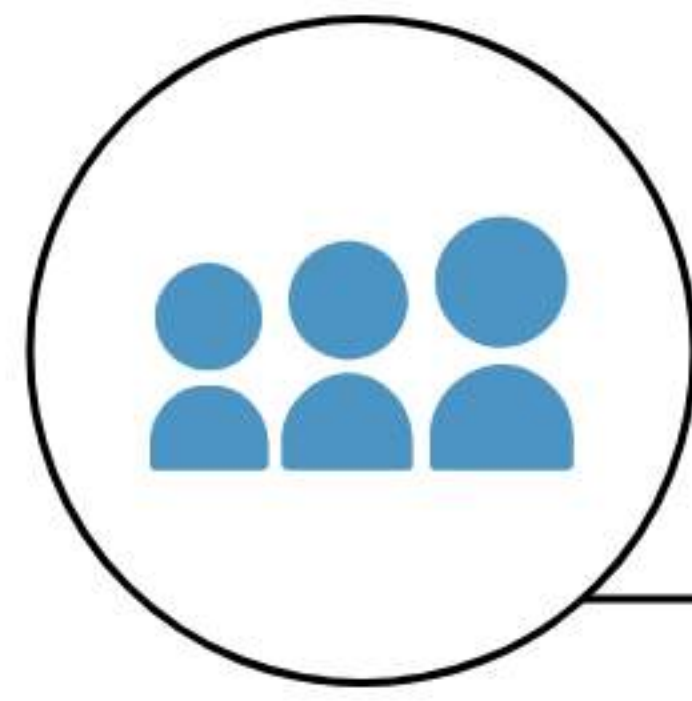
Research Methodology Snapshot



Methodology Digital	No. of Completes 613 (500 Muni + 113 IOU)	No. of Questions 38*	Incentive None	Sample Purchased by GreatBlue
Target Business and Key Account Customers	Quality Assurance Dual-level**	Margin of Error +/- 3.9% (+/-4.1% muni, +/-9.2% IOU)	Confidence Level 95%	Research Dates June 17 - July 26, 2024

* This represents the total possible number of questions; not all respondents will answer all questions based on skip patterns and other instrument bias.

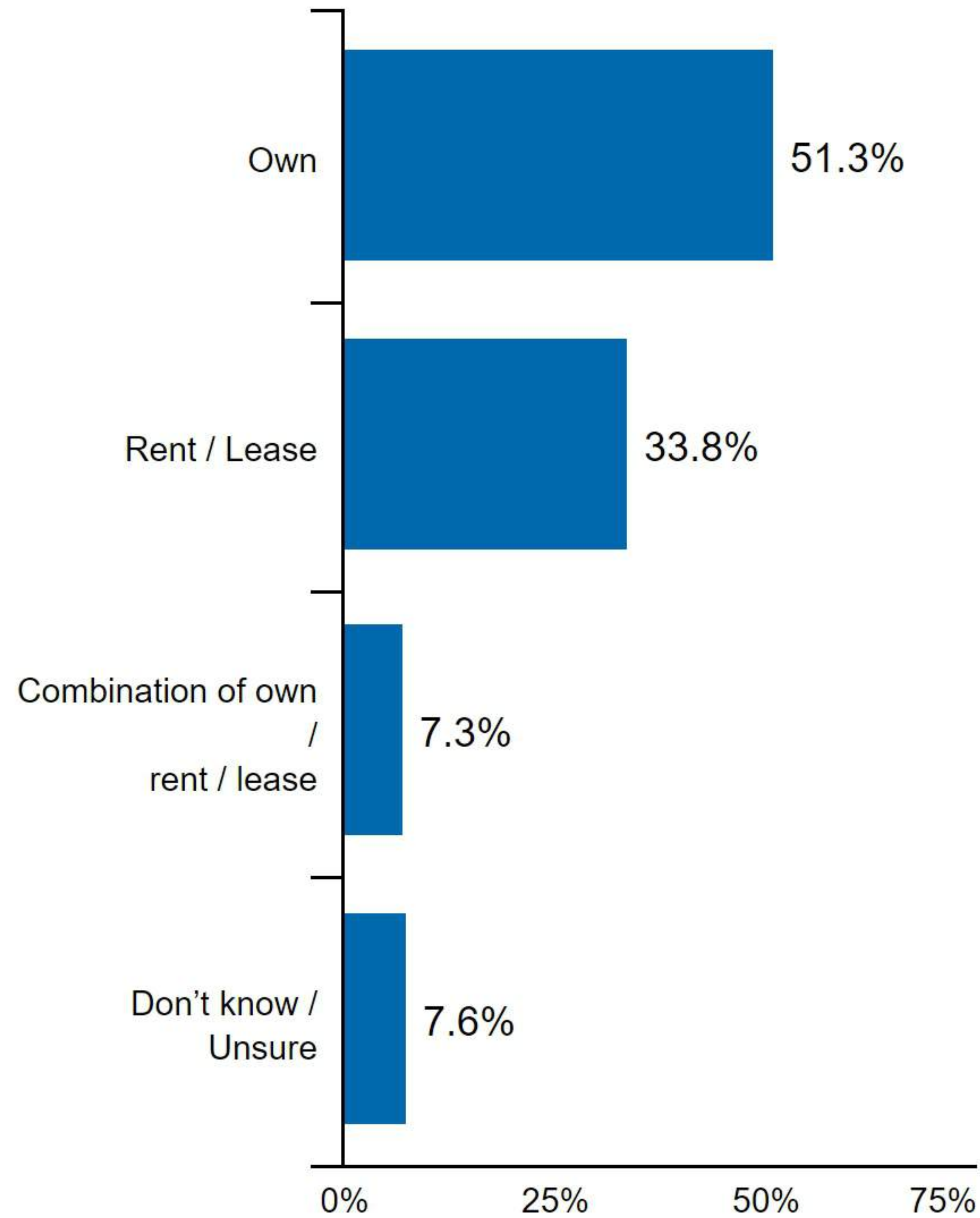
** Data quality personnel, in addition to computer-aided interviewing platform, ensure the integrity of the data is accurate.



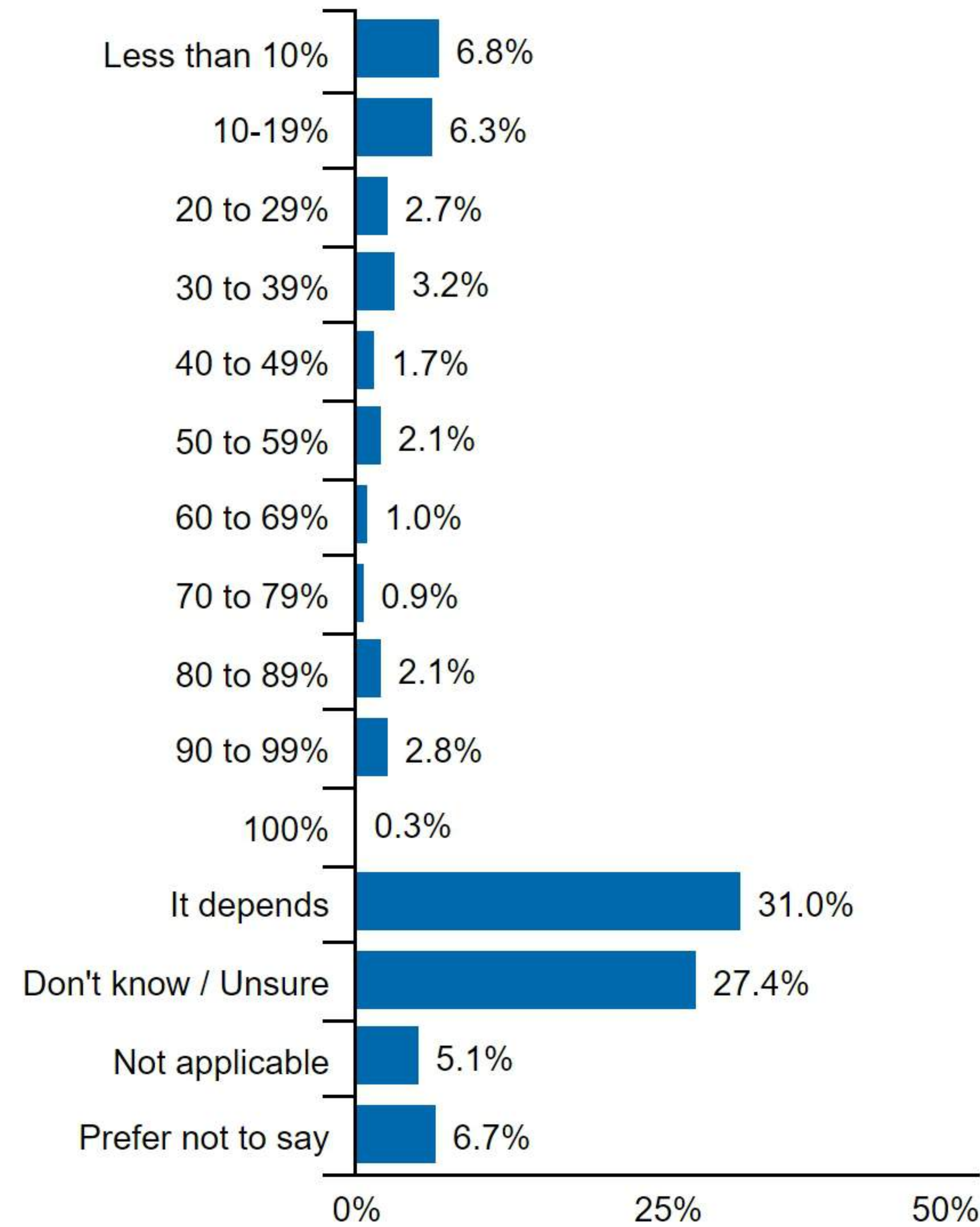
Respondent Snapshot



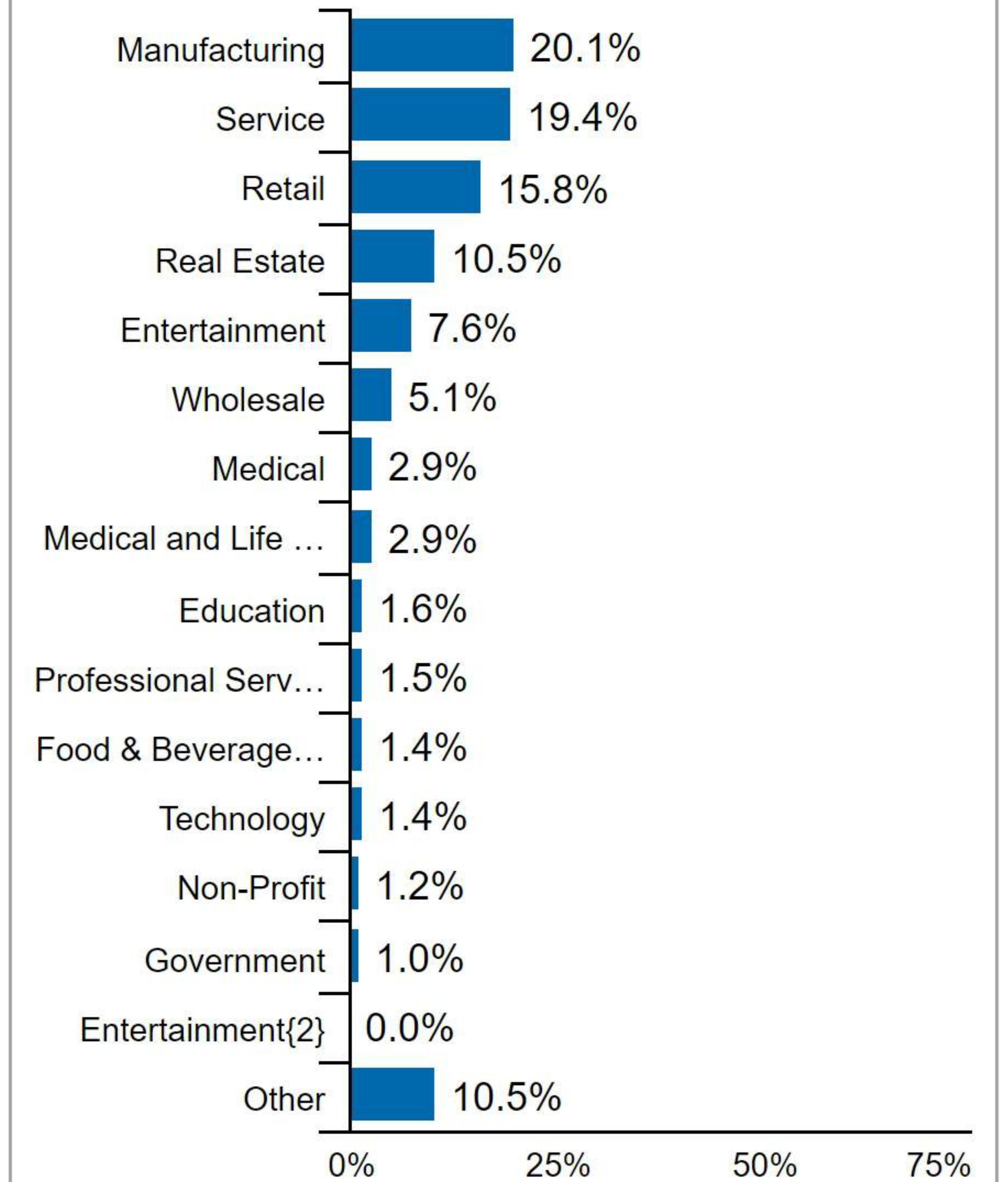
Facility Ownership

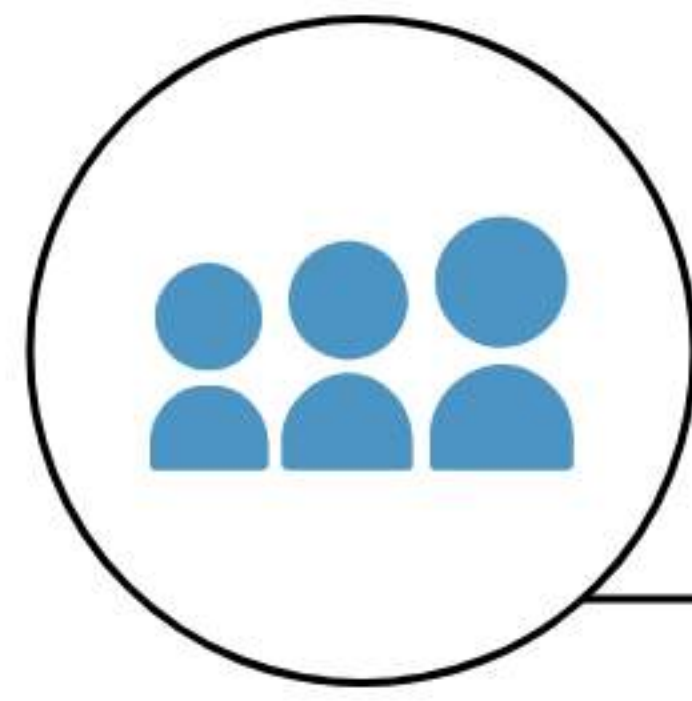


% of Operating Costs that are Electric



Industry

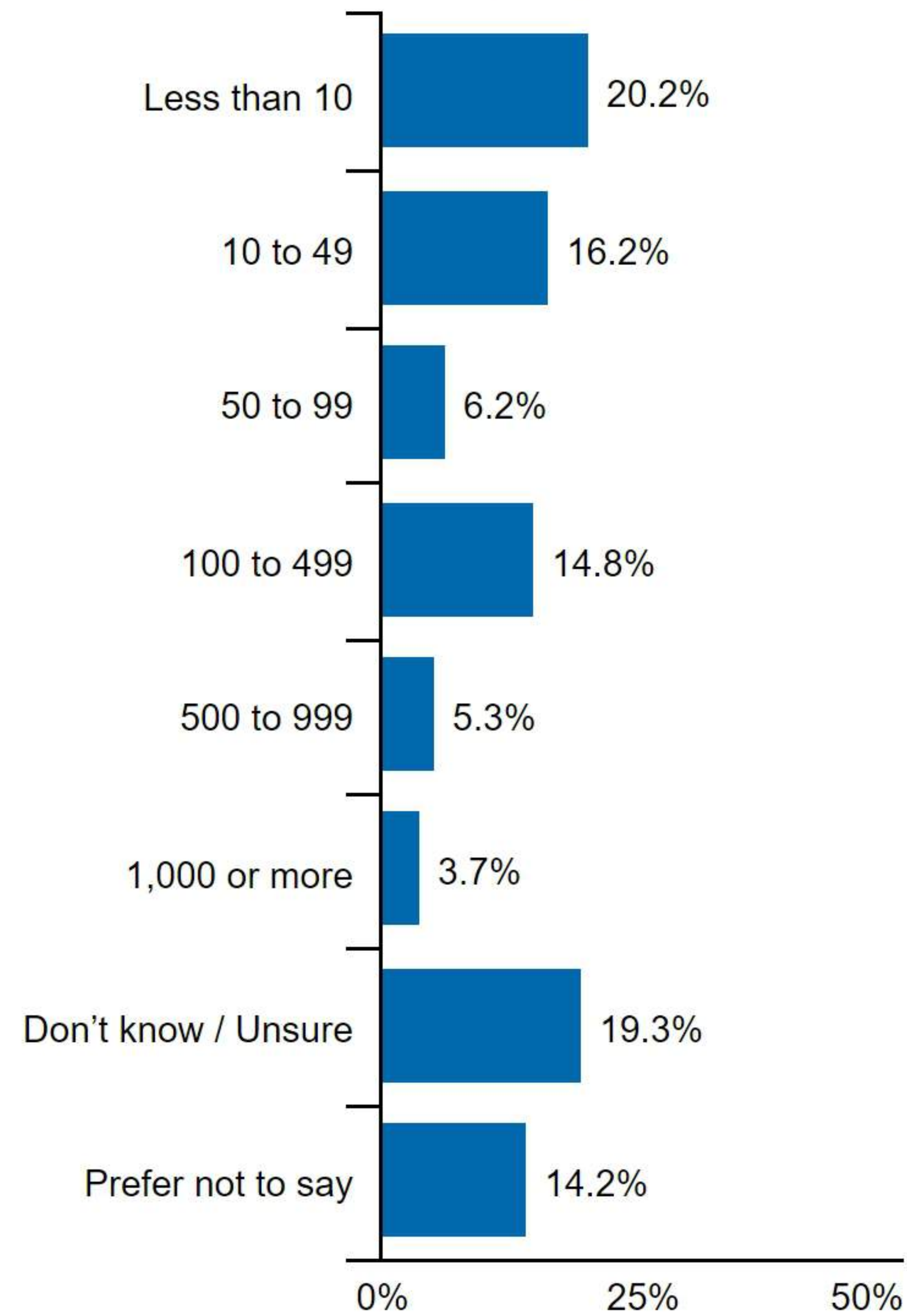




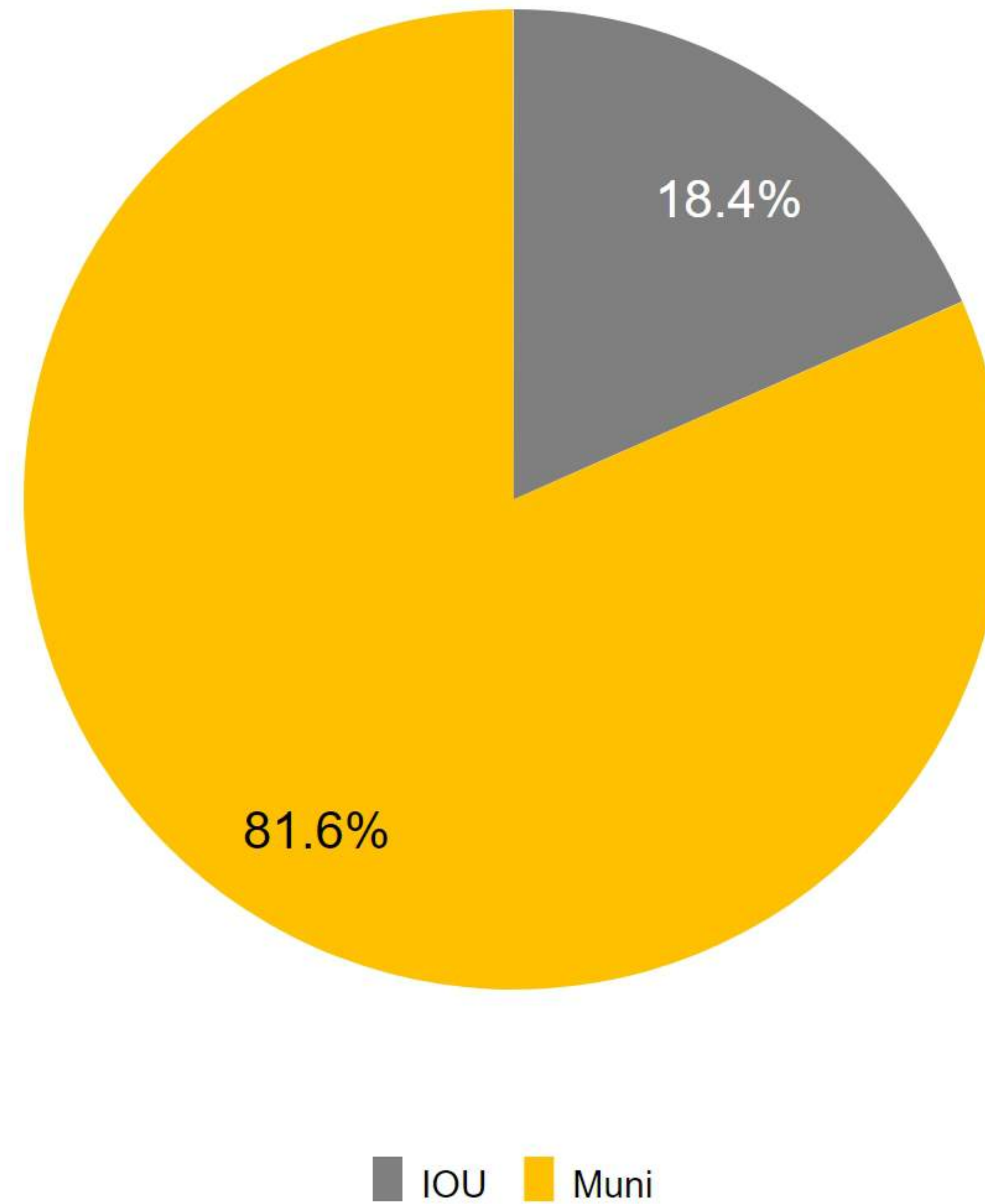
Respondent Snapshot



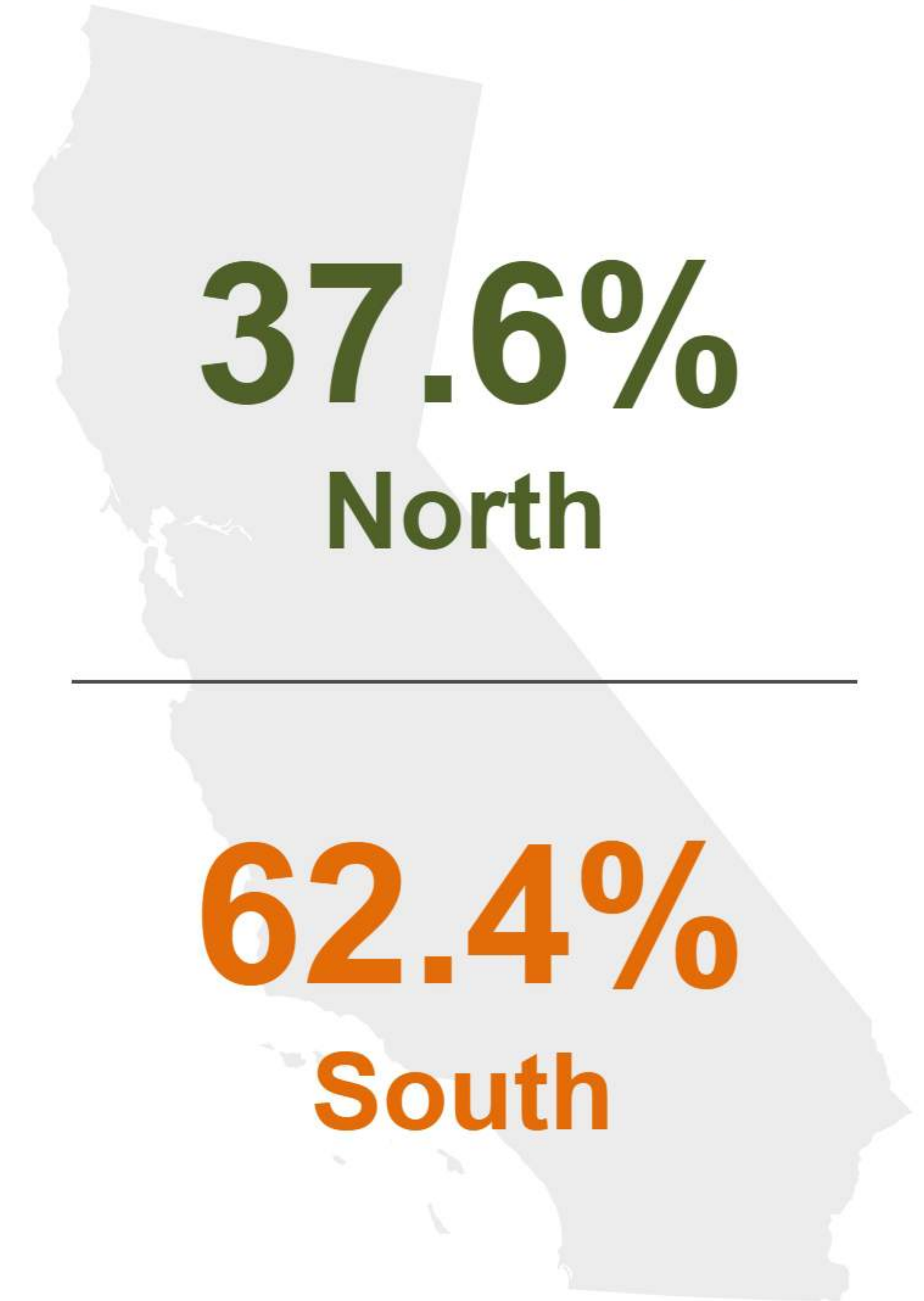
Number of Employees



Muni vs. IOU



Muni Customers by Region



Regional Boundary and County Makeup

- Alameda
- Alpine
- Amador
- Butte
- Calaveras
- Colusa
- Contra Costa
- Del Norte
- El Dorado
- Fresno
- Glenn
- Humboldt
- Inyo
- Kings
- Lake
- Lassen
- Madera
- Marin
- Mariposa
- Mendocino
- Merced
- Modoc
- Mono
- Monterey
- Napa
- Nevada
- Placer
- Plumas
- Sacramento
- San Benito
- San Francisco
- San Joaquin
- San Mateo
- Santa Clara
- Santa Cruz
- Shasta
- Sierra
- Siskiyou
- Solano
- Sonoma
- Stanislaus
- Sutter
- Tehama
- Trinity
- Tulare
- Tuolumne
- Yolo
- Yuba




- Imperial
- Kern
- Los Angeles
- Orange
- Riverside
- San Bernardino
- San Diego
- San Luis Obispo
- Santa Barbara
- Ventura

Guide to Footnotes

General

n=362 *The lowercase "n" is used to indicate the base size, or the amount of respondents who answered a particular question.*

NP+S *The NP+S (net positive score) is a score based on a question asking respondents to describe their relationship with their utility. The score is an aggregation of the following responses: "an advocate of my utility," "a loyal customer," and "a satisfied customer."*

 *Boxes are sometimes used to emphasize particular data on a slide. The reason for use is always stated in the footnote.*

Muni *The abbreviation "Muni" indicates findings collected through a statewide survey of California municipal utility customers (n=500).*

IOU *A subset of completed surveys from the California statewide survey among customers who are serviced by an investor-owned utility (N=113).*

Scale Questions

"Aggregate of ratings 7-10 shown" *This phrase indicates positive ratings from questions that use a 10-point scale. The positive ratings are defined as a rating of 7 through 10.*

Statistical Significance

(+/-) *Indicate statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the compared subgroup*

 *36.2%* *Cell color indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey.*
 *36.2%*

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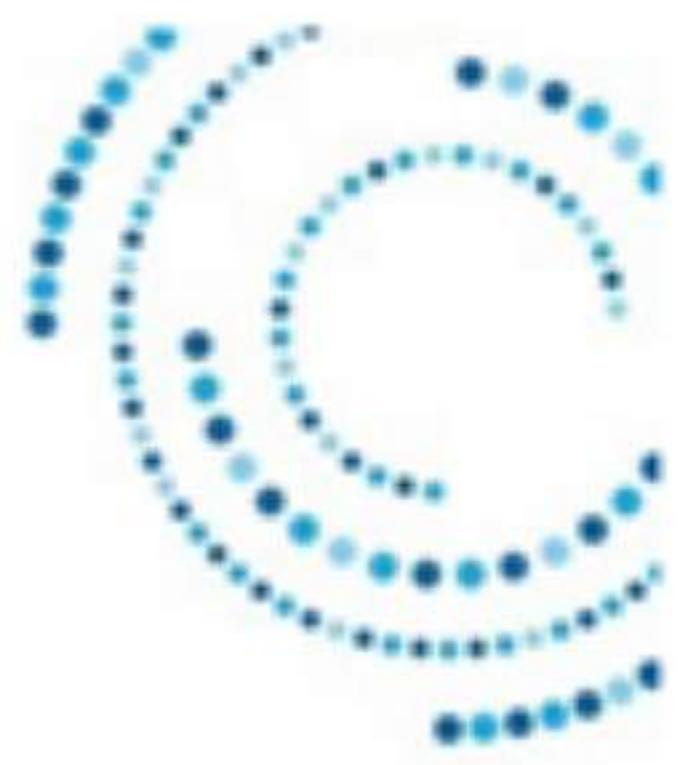
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Key Study Findings



Satisfaction

- Over seven-out-of-ten muni respondents (71.7%) provided positive ratings for their overall satisfaction with their utility, consistent with 2022 findings (70.2%).
- Significantly more muni respondents indicated their utility is "among the best" compared to other utilities in 2024 (35.2% compared to 24.0%) in 2022.
- Nearly two-thirds of muni respondents (64.1%) indicated they think of their utility as "a valued energy partner," a significant increase over 2022 (57.5%).
- Over four-fifths of muni respondents in 2024 (85.6%) provided positive ratings for their overall satisfaction with their key account manager.
 - Significantly more muni respondents provided positive ratings across all key account manager characteristics in 2024 compared to 2022.

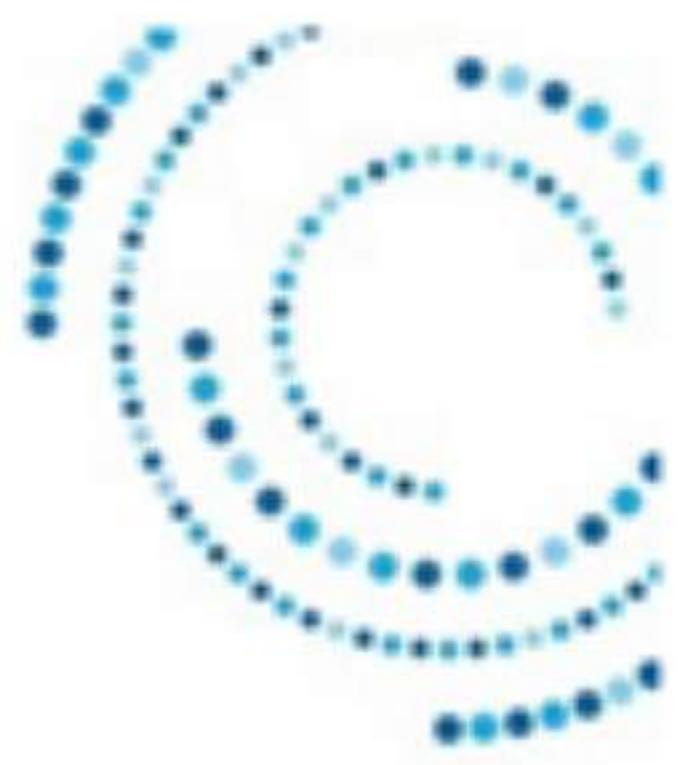
Rates

- Over three-fifths of muni respondents (62.8%) indicated they are satisfied with the price they pay for electricity.
 - Nearly three-quarters of muni respondents (73.8%) indicated they have "a great deal" or "some" trust that their utility does all it can to keep its rates affordable.

Electrification

- Three-fifths of muni respondents (60.6%) indicated they are "very active" when it comes to electrifying their building, while 57.8% reported the same regarding fleet electrification.
 - Significantly more muni respondents in 2024 plan to implement electrification upgrades within a year compared to 2022 (28.2% compared to 20.6%).
- Electric vehicle ownership and possession of on-site electric vehicle charging stations increased significantly from 2022 to 2024, with significantly fewer muni respondents indicating they have no company-owned electric vehicles (13.0% from 27.0%) or no on-site charging stations (16.6% from 27.6% on 2022).
 - Furthermore, electric vehicle fleet sizes are increasing, as significantly more muni respondents have 51 or more electric vehicles in 2024 (59.7% compared to 31.4% in 2022); and the number of on-site charging stations per company is increasing, as significantly more muni respondents have six (6) or more charging stations in 2024 (61.8% compared to 44.9% in 2022).

Key Study Findings



Muni vs. IOU

- Significantly more muni respondents indicated they view their utility as "a valued energy partner" compared to IOU respondents (64.1% compared to 44.2%).
- Significantly more muni respondents indicated they saw their utility as "among the best" or "above average" compared to other utilities (60.8% compared to 41.6%).
- Significantly more muni respondents provided positive ratings for their satisfaction with their electric rates (62.0% compared to 43.4%) and significantly more trust their utility "does all it can to keep rates affordable" (73.8% compared to 48.7%).
- The average positive rating across several power delivery characteristics was significantly higher for municipal utilities compared to investor-owned utilities (69.6% compared to 61.4%).

Northern vs. Southern

- Significantly fewer Southern region muni respondents indicated their utility is "among the best" or "above average" compared to other utilities and fewer provided positive ratings for their satisfaction with their electric rates compared to Northern region muni respondents (54.8% compared to 70.7% and 58.0% compared to 68.6%, respectively).
- The average positive rating across several power delivery characteristics was significantly lower for the Southern region compared to the Northern region (66.1% compared to 75.2%).

Company Size Comparison

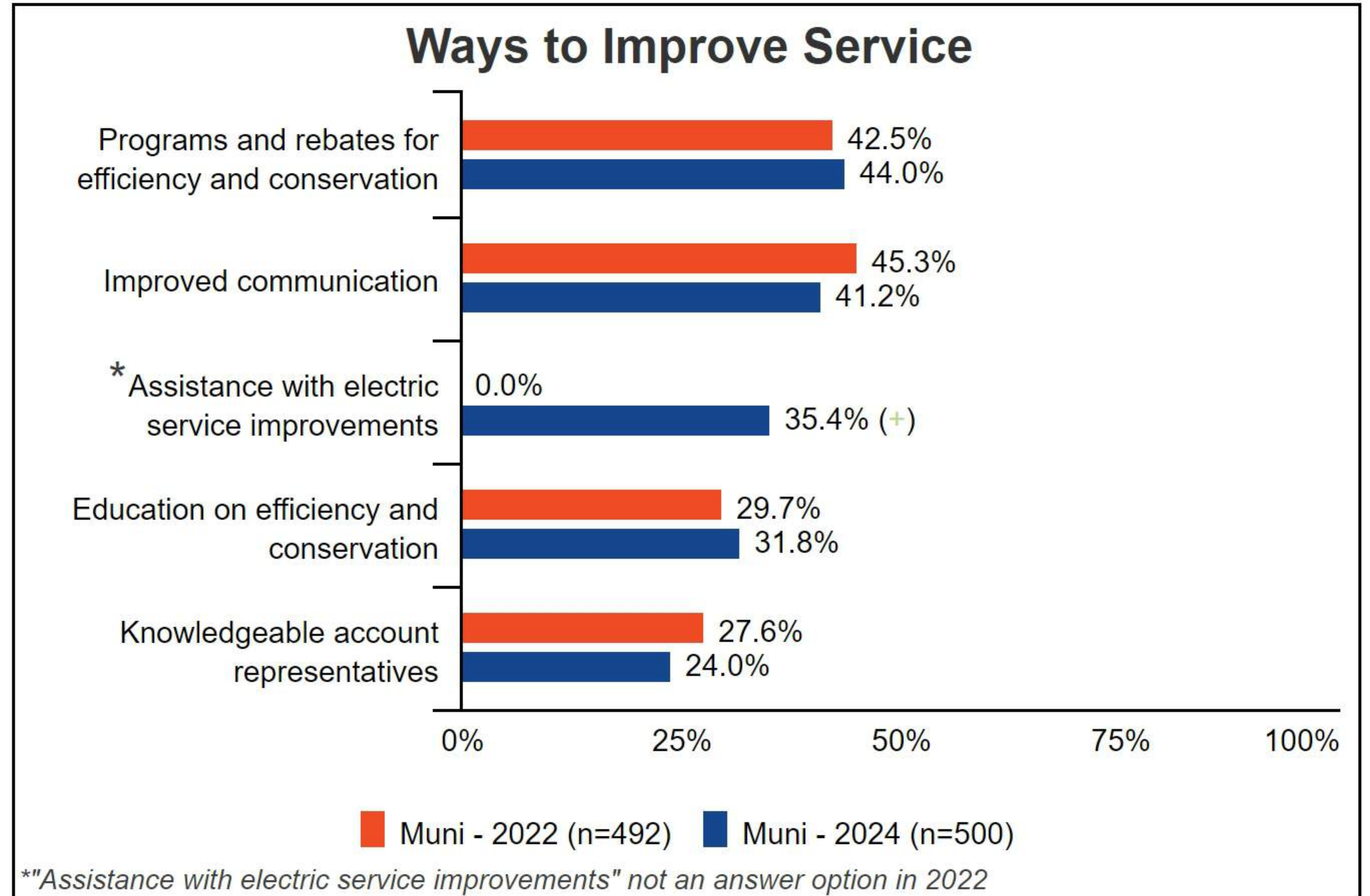
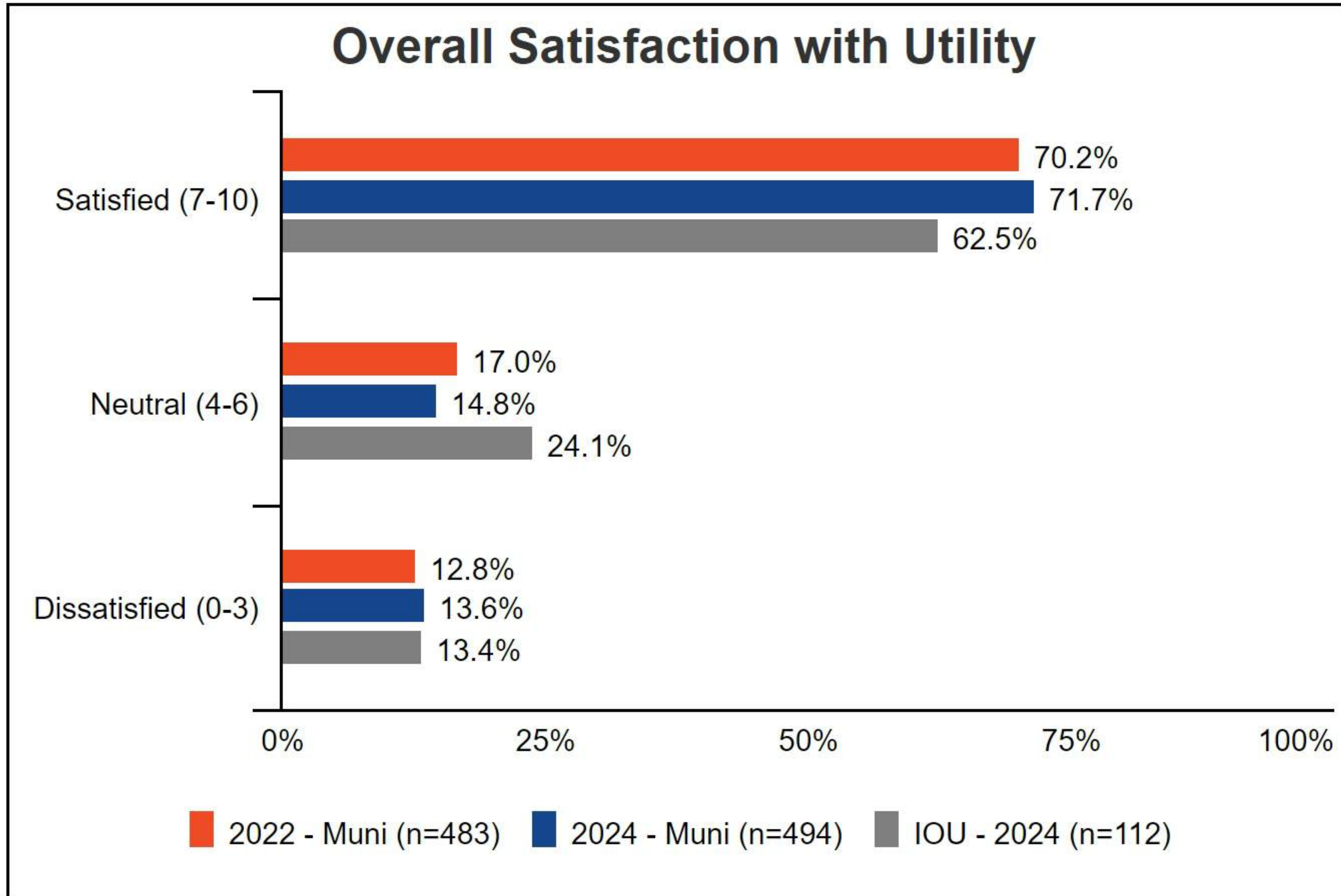
- Significantly fewer small businesses indicated they are "an advocate for their utility," "a loyal customer," or "a satisfied customer" compared to medium and large businesses (52.2% compared to 85.1% and 92.1%, respectively).
- Significantly fewer small businesses indicated their utility is "among the best" or "above average" compared to other utilities (65.2% compared to 78.6% and 81.0%, respectively).
- The perceived benefit of municipal ownership appears to increase as company size increases, with fewer small businesses seeing a benefit compared to large businesses (72.6% compared to 90.5%).



Organizational Characteristics

Satisfaction | Overall Satisfaction & Ways to Improve

Over seven-out-of-ten muni respondents provided positive ratings for their overall satisfaction with their utility, consistent with 2022 findings. The top three ways utilities can improve their service are by offering "programs and rebates for efficiency and conservation," "improved communication," and by providing "assistance with electric service improvements."



Q1: On a scale of zero to ten, where zero (0) is "very dissatisfied" and ten (10) is "very satisfied," please rate your overall satisfaction with CMUA at present.

Q2: In what ways can CMUA change or improve the way it provides service to its customers?

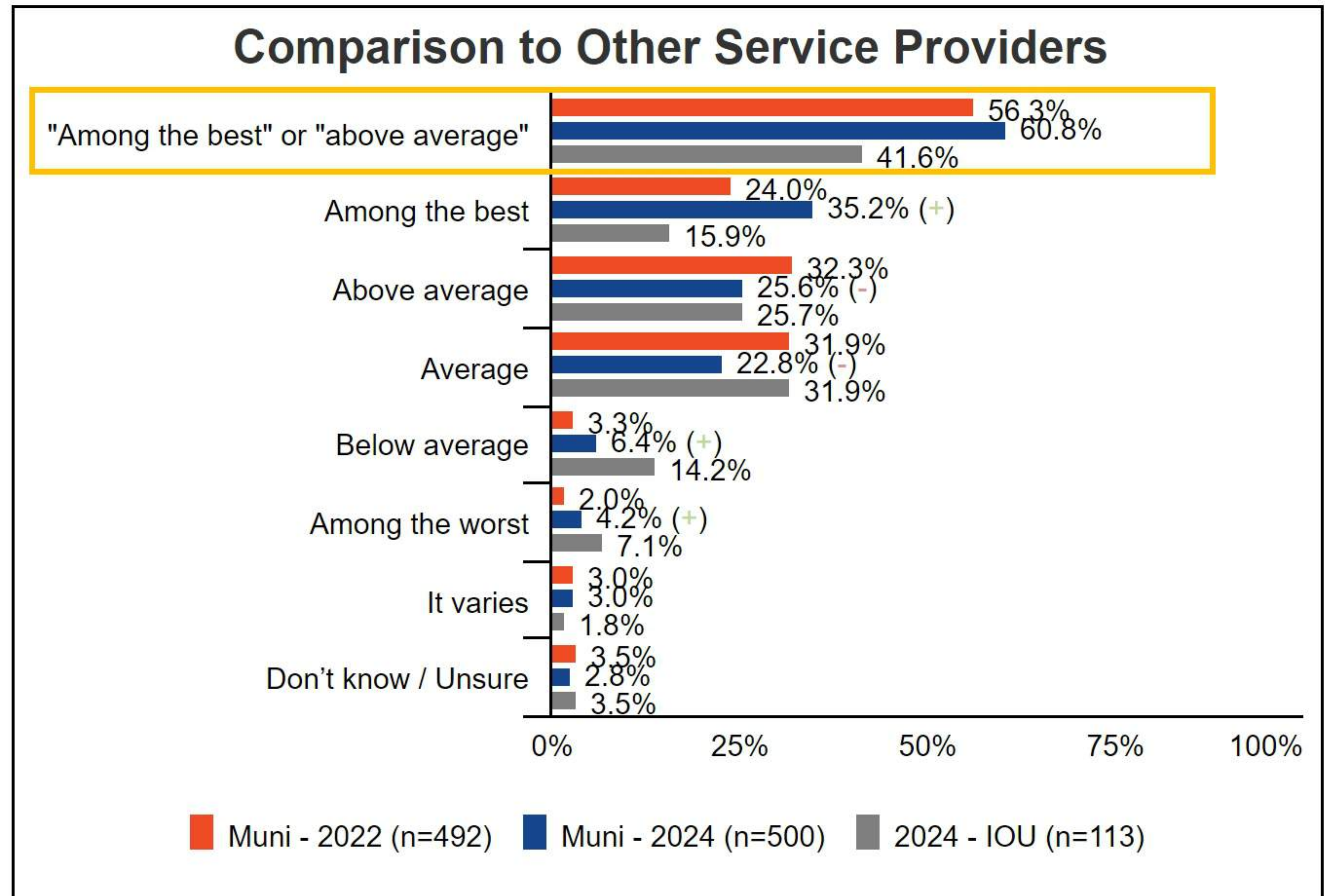
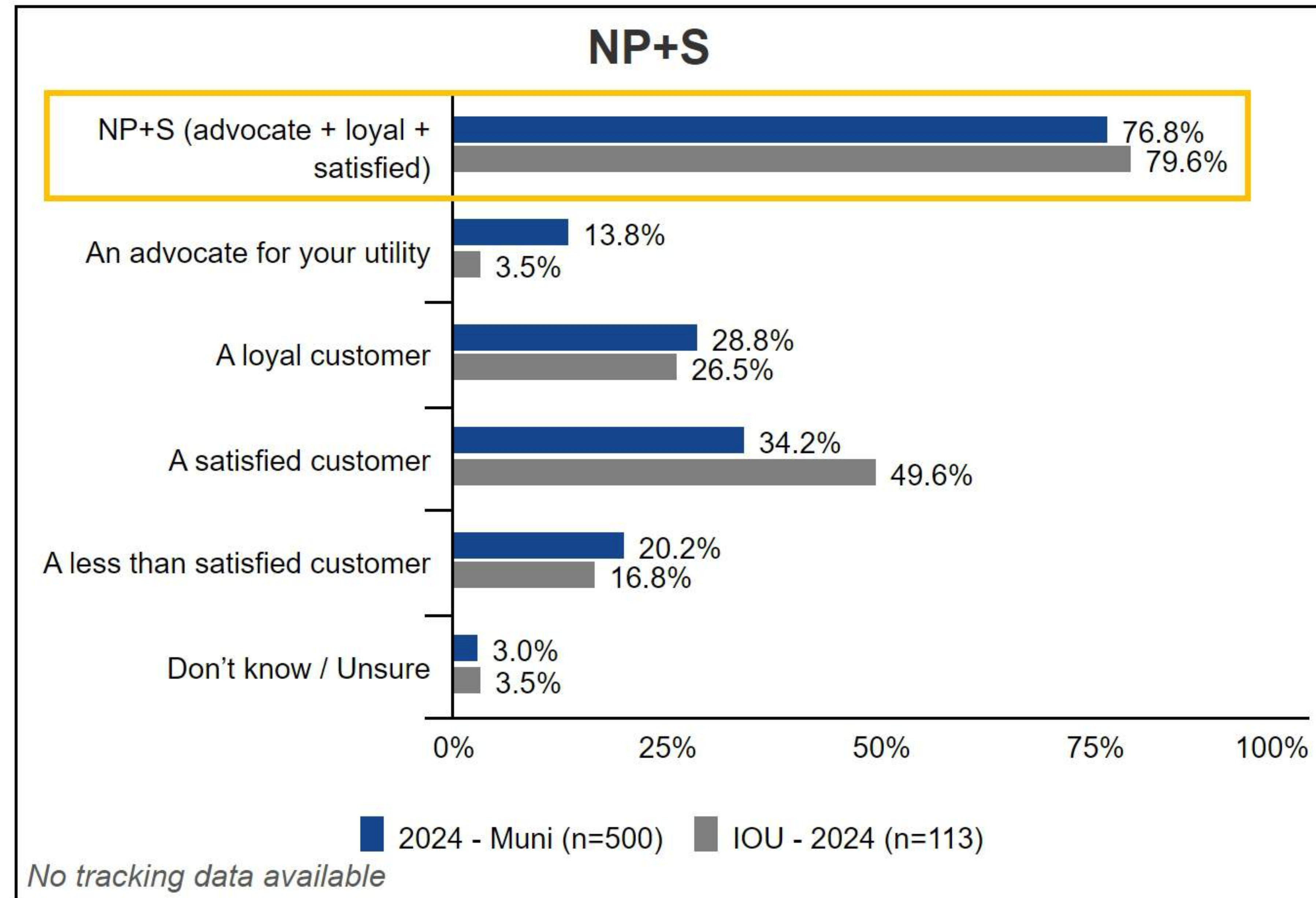
(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey

Relationship



Relationship | Perception of Utility

Over three-quarters of muni respondents indicated they are either "an advocate for their utility," "a loyal customer," or "a satisfied customer." Significantly more muni respondents indicated their utility is "among the best" (+11.2 percentage points) in 2024 compared to 2022. Despite this, significantly more muni respondents indicated their utility is "below average" (+3.1 percentage points) or "among the worst" (+2.2 percentage points).



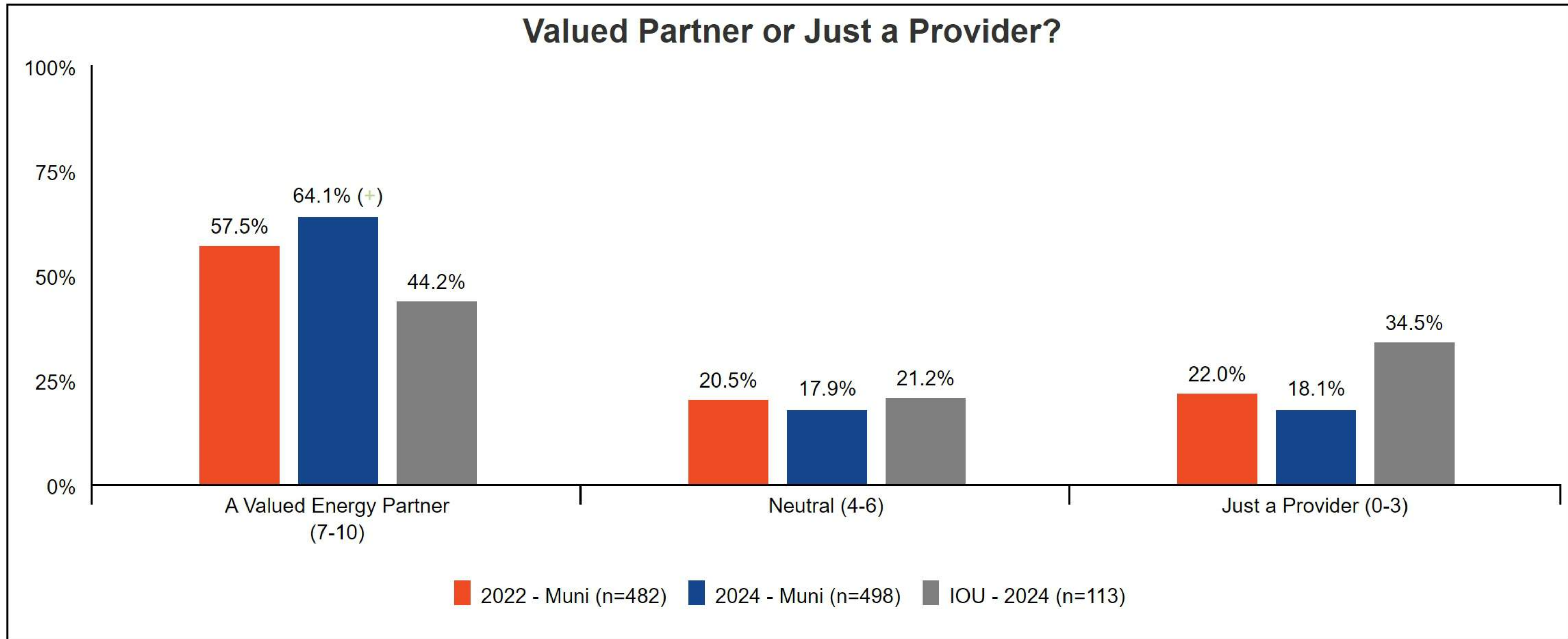
Q3: Which of the following best describes your relationship with your local utility?

Q6: Compared to other service providers, would you call [utility]...

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey

Relationship | Partner or Provider

Nearly two-thirds of muni respondents indicated they think of their utility as "a valued energy partner," a significant increase over 2022 (+6.6 percentage points). Conversely, 18.1% of muni respondents indicated they think of their utility as "just a provider," a slight decrease from 2022 (-3.9 percentage points).



Q4: Please describe the way you think of [utility] at present if zero (0) is "just a provider" and ten (10) is "valued partner."

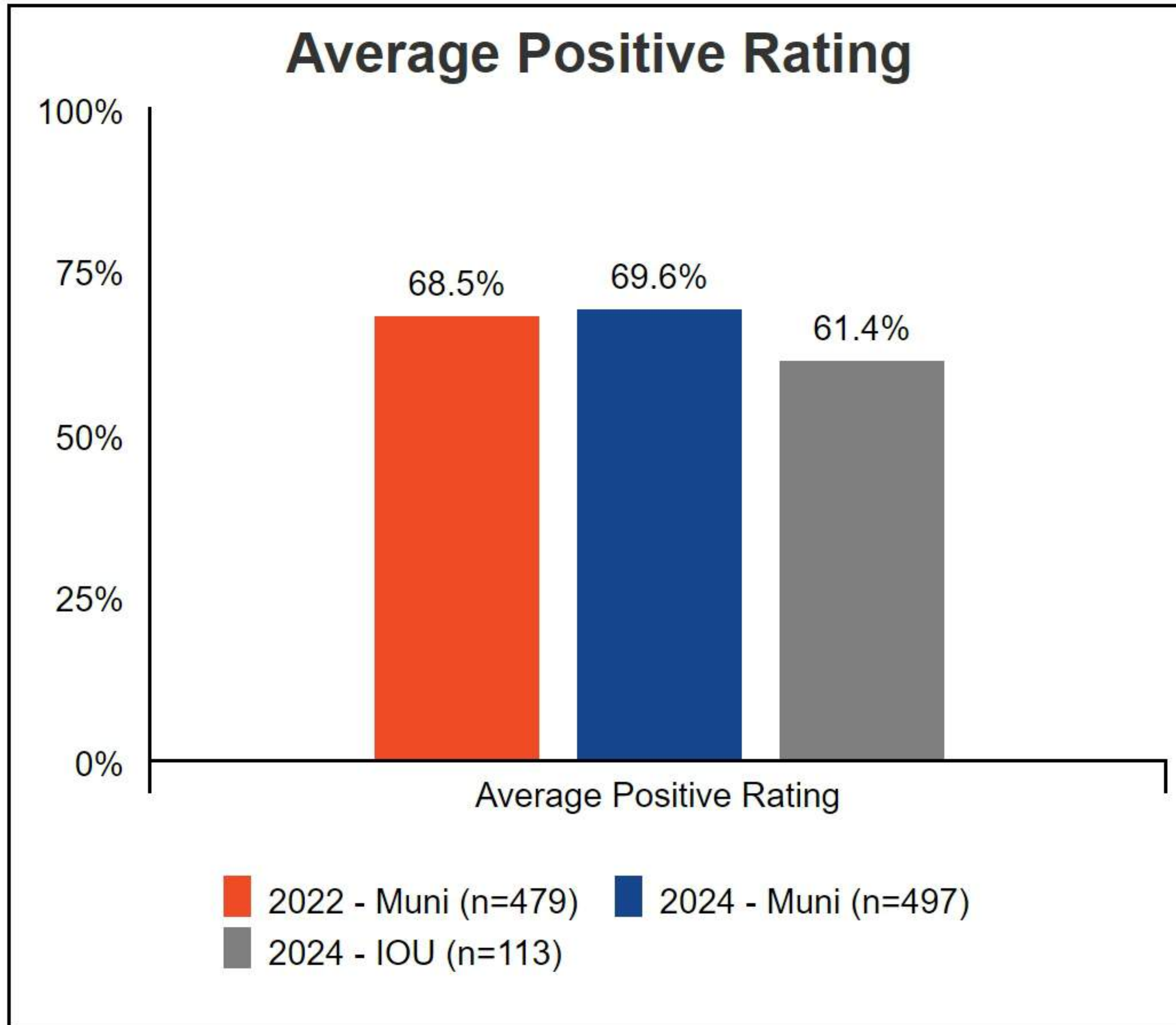
(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey

Power Delivery



Power Delivery | Satisfaction

Over two-thirds of muni respondents provided positive ratings regarding their utilities' power delivery characteristics, with "providing reliable electricity" receiving the highest positive ratings. The average positive rating across all characteristics was 69.6%, relatively consistent with 2022 findings, and higher than the average rating among IOU respondents (+8.2 percentage points).



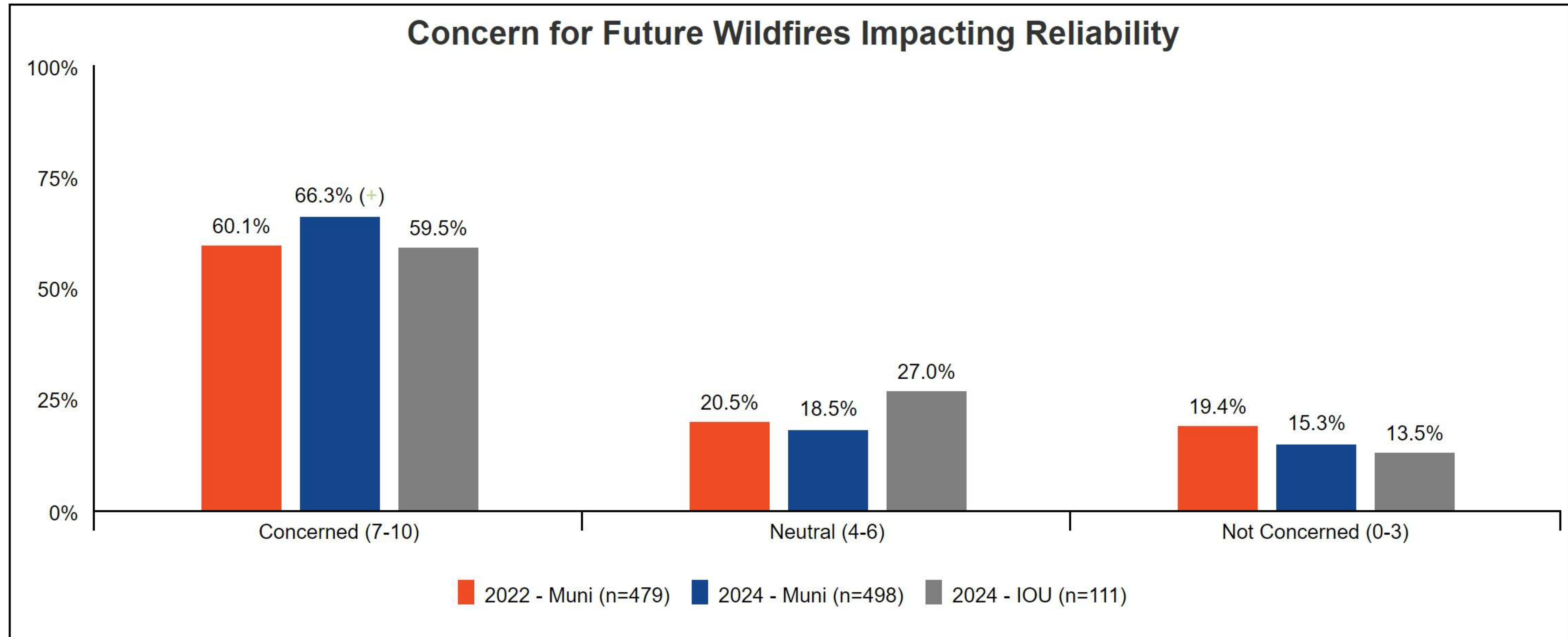
Power Delivery Characteristic Ratings

	Excellent (7-10)	
	2022	2024
Providing reliable electricity	71.6%	71.2%
Restoring power quickly after an outage	67.5%	70.2%
Providing timely information about restoration during an outage	66.4%	67.3%

Q7: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," rate [utility] on each item below.

Power Delivery | Concern for Wildfires

Significantly more muni respondents indicated they are concerned about future wildfires impacting the reliability of power delivered to their organization in 2024 compared to 2022 (+6.2 percentage points).

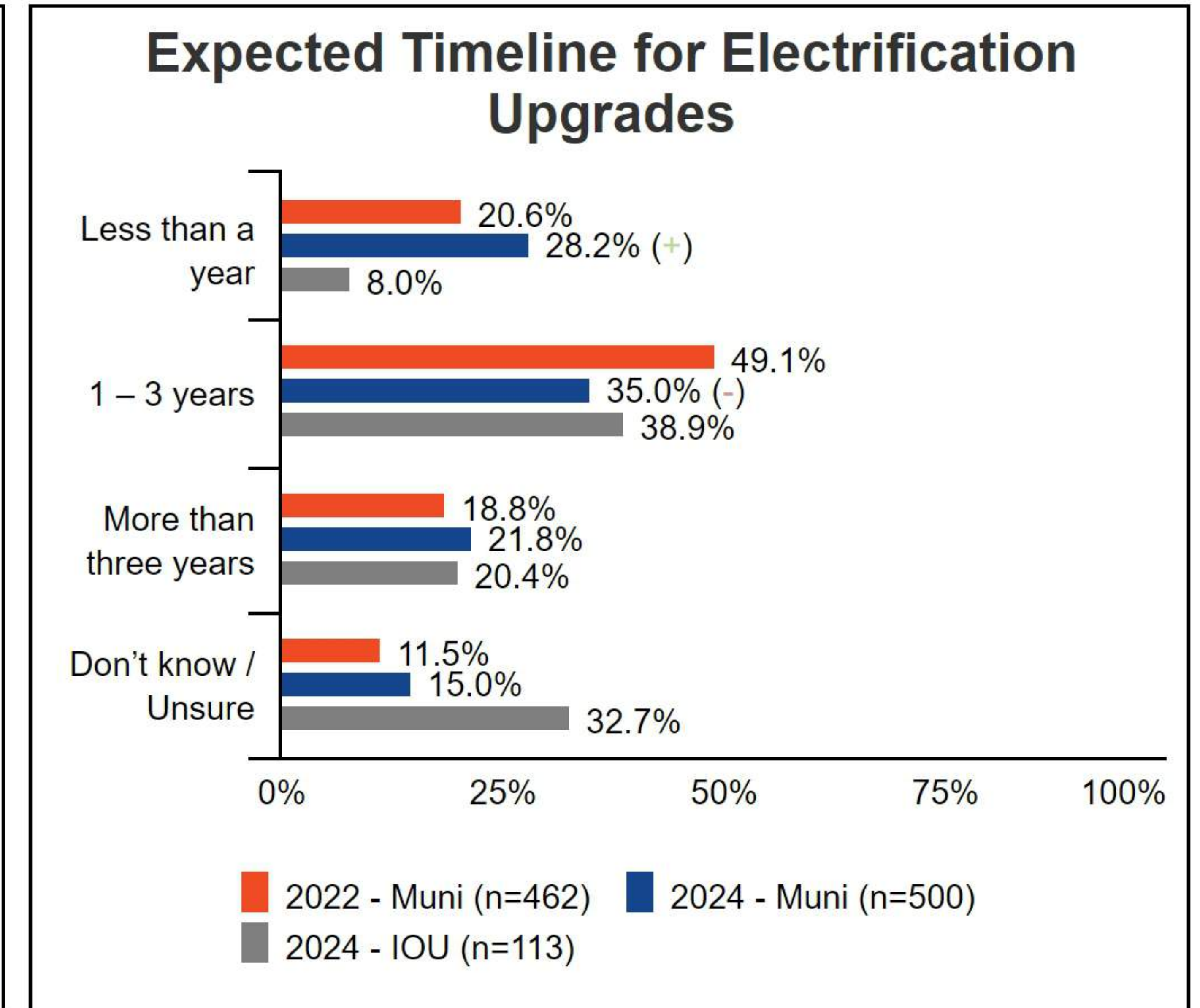
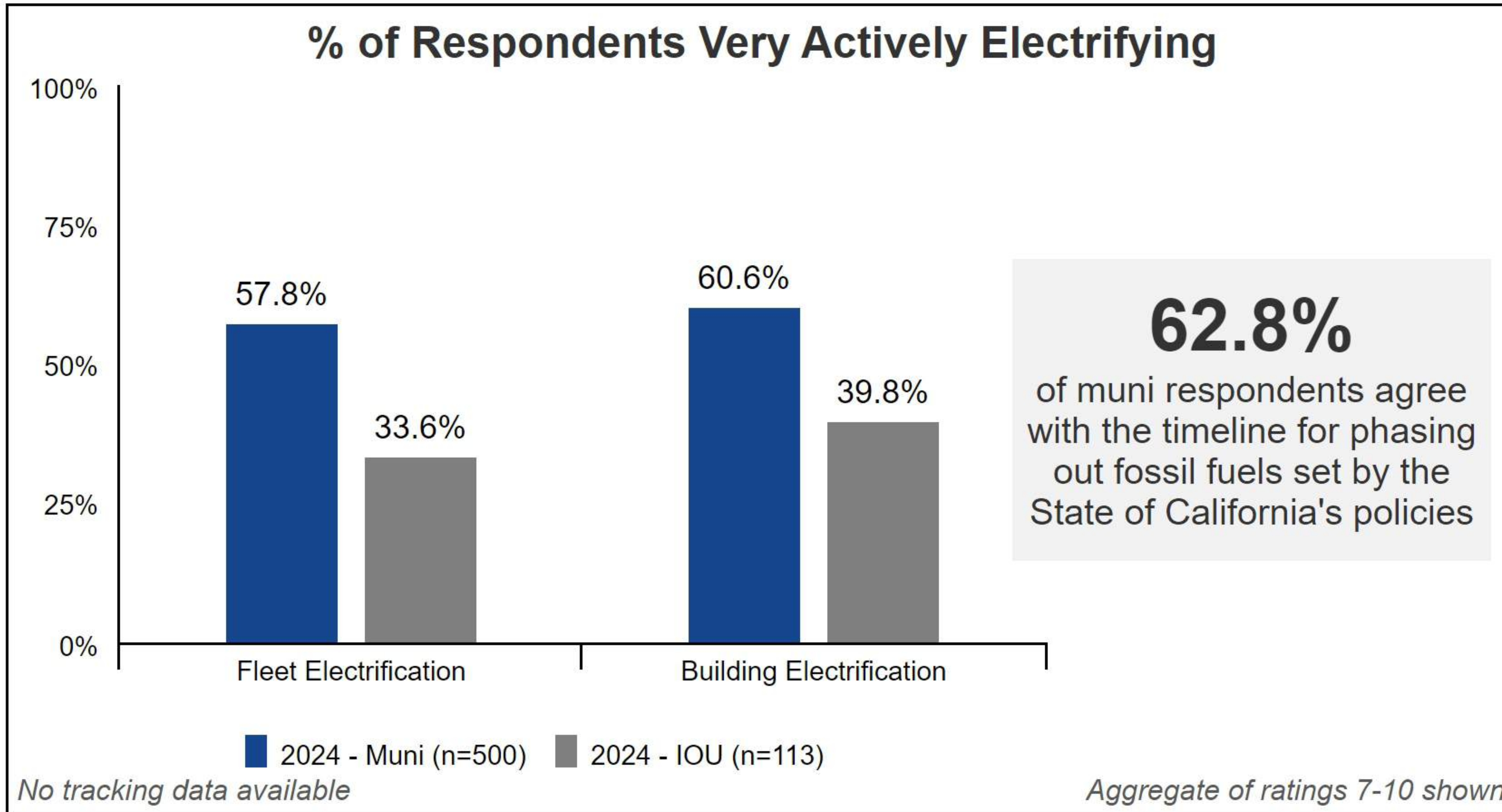


Q8: On a scale of zero to ten, where zero (0) is "not concerned" and ten (10) is "very concerned," how concerned are you that future wildfires will have an impact on the reliability of power delivered to your organization?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey

Power Delivery | Electrification

Three-fifths of muni respondents indicated they are actively electrifying their building, while slightly fewer reported the same regarding fleet electrification. Notably, significantly more muni respondents in 2024 plan to implement electrification upgrades within a year compared to 2022 (+7.6 percentage points).



Q9: On a scale of zero to ten, where zero (0) is "not at all" and ten (10) is "very active," what is the level of electrification at your company?

Q11: What is the expected timeframe for your electrification upgrades at your organization?

Q12: The State of California has established policies on increasing renewable energy supplies and phasing out fossil fuels. Current mandates established are to be 60% renewable by 2030 and decarbonized by 2045. How strongly do you agree or disagree with the timing established by the State?

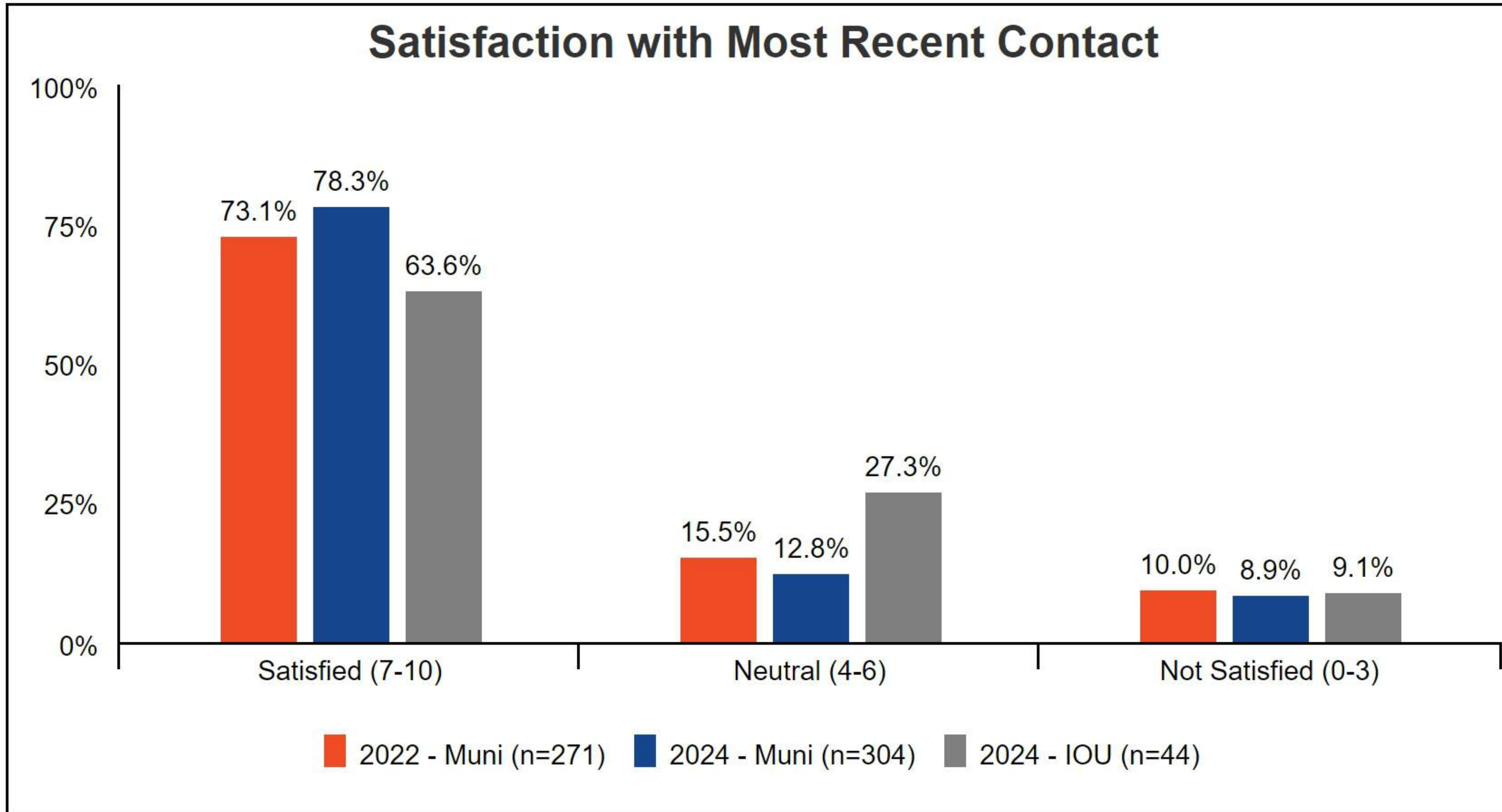
(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey

Account Service



Account Service | Satisfaction

Of the 304 muni respondents who recently contacted their utility, nearly four-fifths indicated they were satisfied with the experience, a slight increase over 2022 findings (+5.2 percentage points). The most common method of contact was calling the utility followed by contacting an assigned account manager and contacting an employee at the utility.




Contact Method

Base size	304
Called customer service	46.4%
Contact assigned account manager/advisor	18.4%
Contacted an employee at the utility	14.1%
Personal visit to their office	7.6%
Sent an e-mail	5.9%

Top 5 responses shown; Only 2024 data shown

Q14: What method did you use to contact your utility?

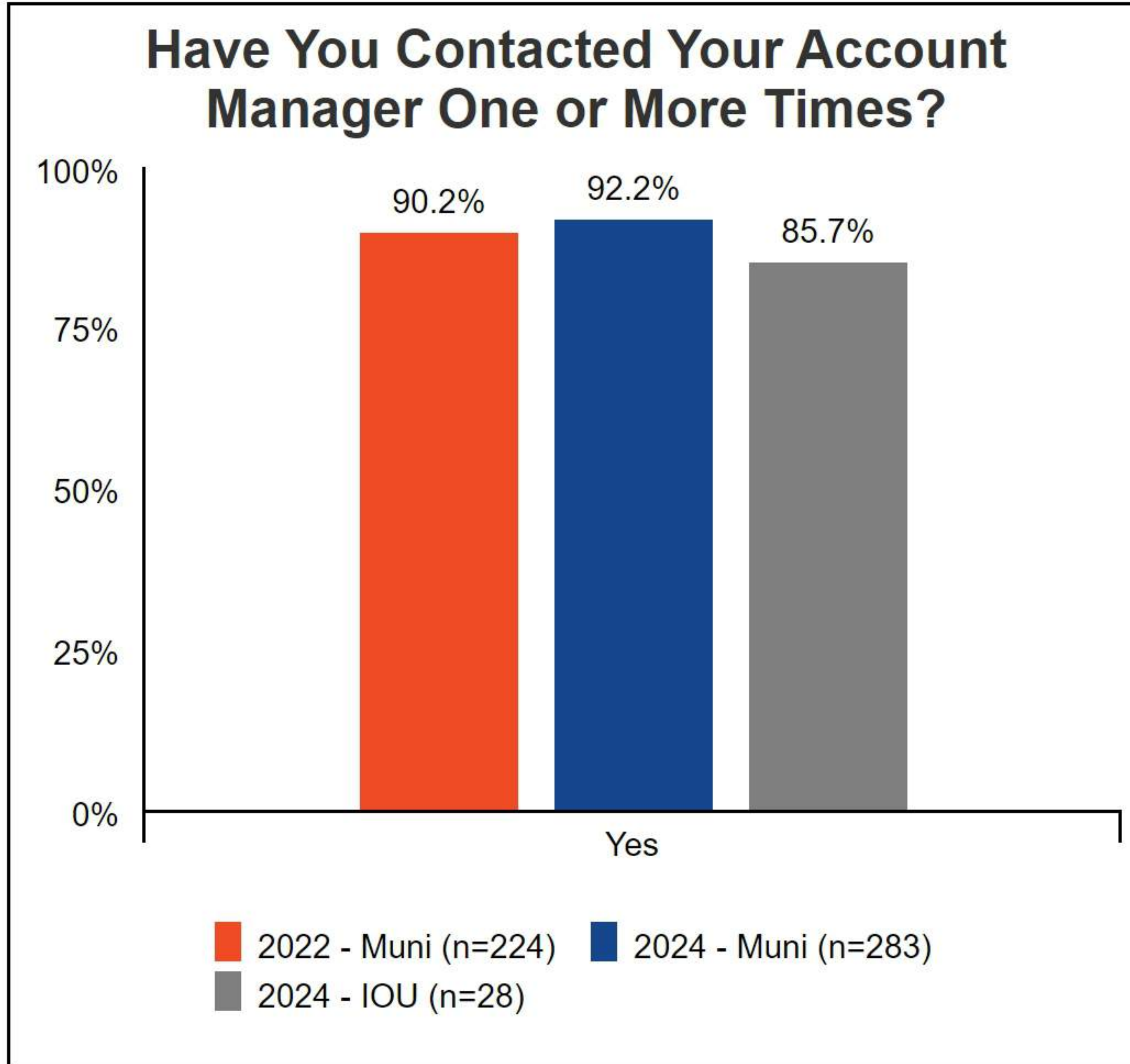
Q15: On a scale of zero to ten, where zero (0) is "not satisfied" and ten (10) is "very satisfied," how satisfied were you with your most recent contact with [contact].



Managed/Key Account Assessment

Key Accounts | Satisfaction

Significantly more muni respondents provided positive ratings across all key account manager characteristics in 2024 compared to 2022. Most notably, key account managers' performance regarding "acting as a source of information about emerging technologies and how they benefit you" and "providing money-saving advice" saw a 10.2 and 9.7 percentage point increase in positive ratings, respectively.



Key Account Manager Characteristic Ratings

	Excellent (7-10)	
	2022	2024
	Muni	Muni
Easy to reach	79.2%	86.3%
Promptly responds	79.2%	86.3%
Provides money-saving advice	73.8%	83.5%
Understands what your organization does and how electricity is involved in your business	76.1%	85.3%
Acts as a source of information about emerging technologies and how they benefit you	74.4%	84.6%
Performs as a "valued energy partner" for you	77.1%	85.5%
Overall Satisfaction with Key Account Manager	84.6%	85.6%

Cell color indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey

Q17: Have you communicated with [utility]'s account manager one or more times, either in person, over the phone or through texting or email?

Q18: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," please rate your [utility] account advisor or manager on the following characteristics.

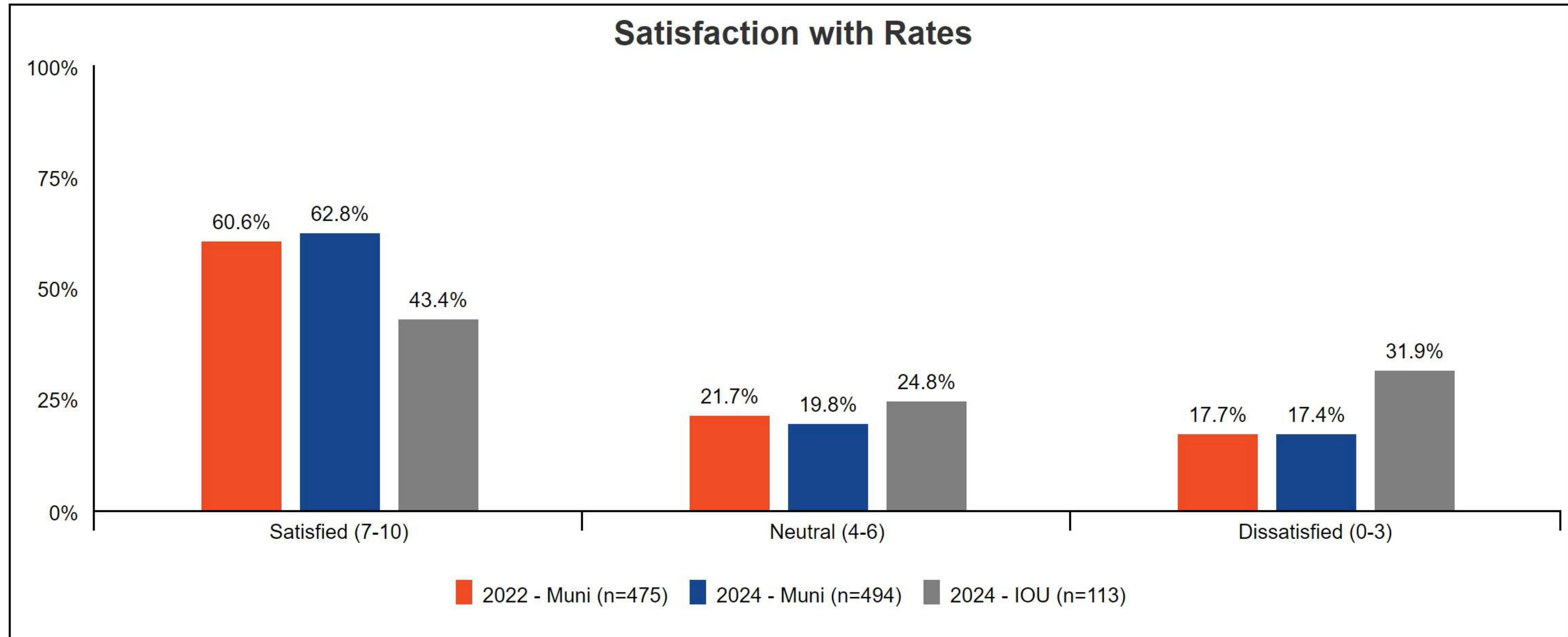
Q19: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," please rate your [utility] account advisor or manager on the overall job they do for your organization.

Pricing



Pricing | Satisfaction with Rates

Over three-fifths of muni respondents indicated they are satisfied with the price they pay for electricity, while 17.4 indicated they are dissatisfied. Of note, significantly more muni respondents reported being satisfied with the price they pay for electricity compared to IOU respondents (+19.4 percentage points).

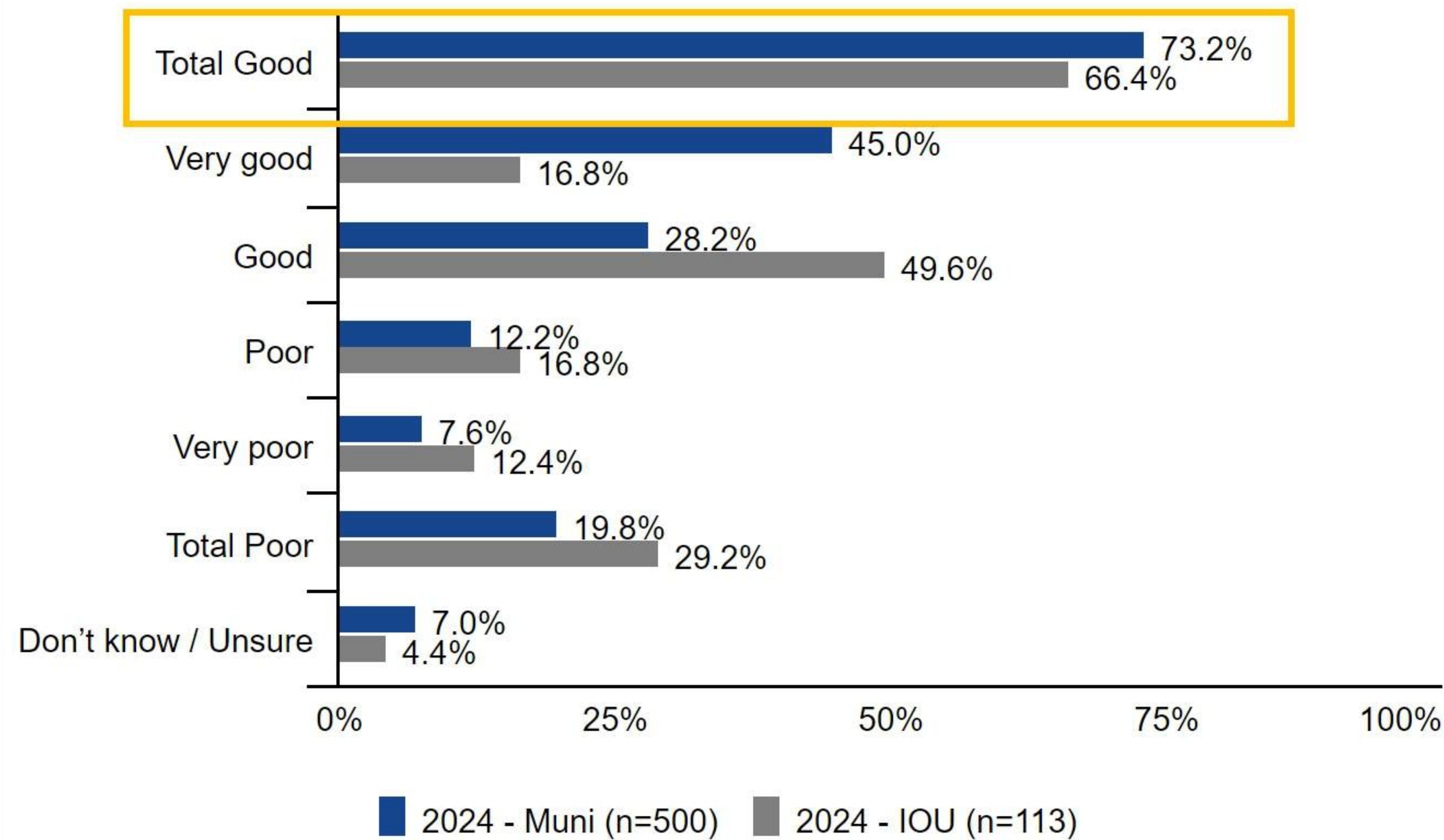


Q20: On a scale of zero to ten, where zero (0) is "very dissatisfied" and ten (10) is "very satisfied," please rate your satisfaction with [utility] on the price you pay for electricity.

Pricing | Understanding of Rates

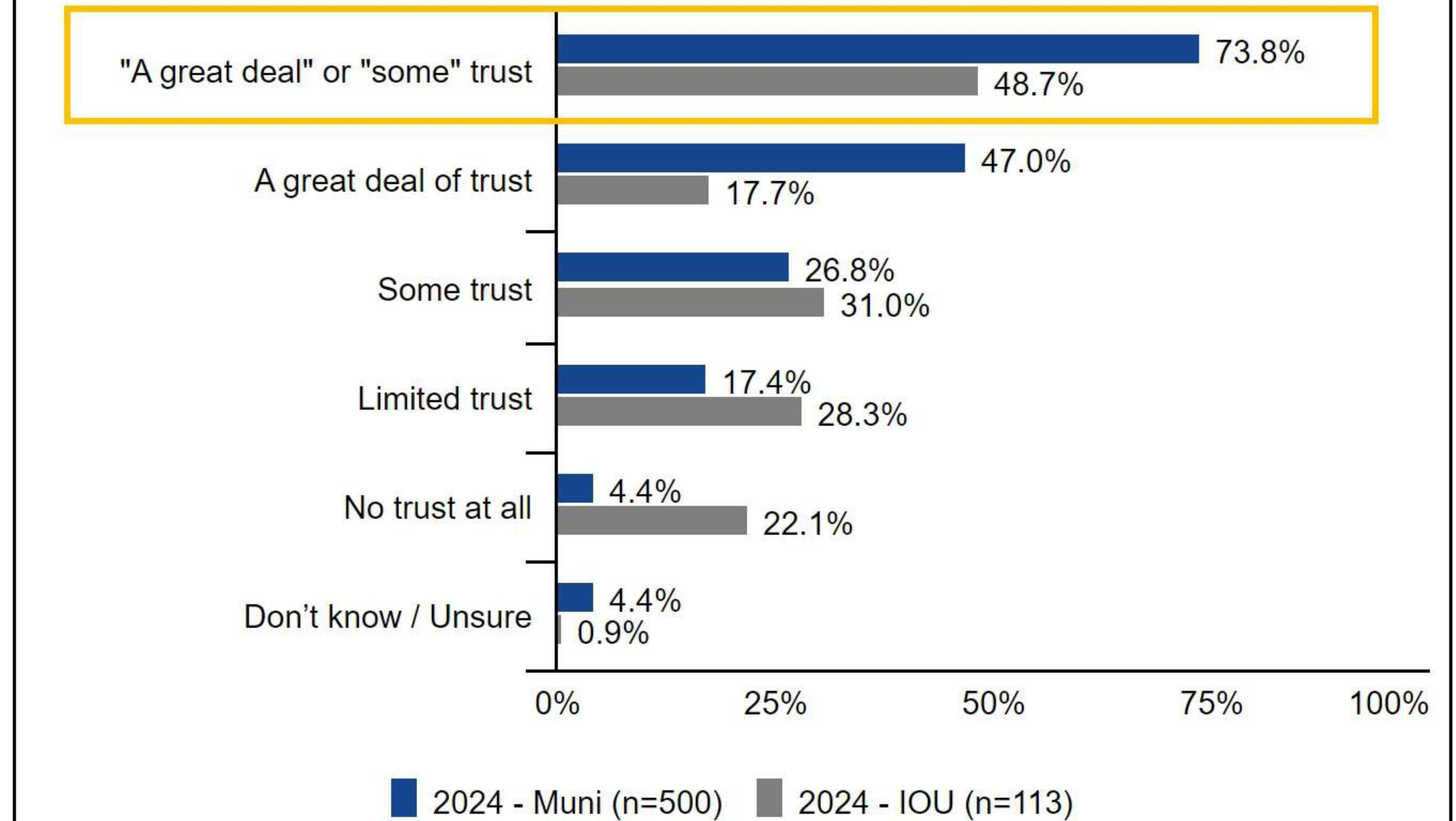
Nearly three-quarters of muni respondents indicated they have a "very good" or "good" understanding of how their electric rates are determined, and a similar frequency of muni respondents indicated they have "a great deal" or "some" trust that their utility does all it can to keep its rates affordable. Of note, significantly more muni respondents reported having "a great deal" or "some" trust that their utility does all it can to keep rates affordable compared to IOU respondents (+25.1 percentage points).

Level of Understanding of How Rates are Determined



No tracking data available

Trust that Utility Makes Efforts to Keep Rates Affordable



No tracking data available

Q21: How would you rate your level of understanding of how your utility's rates are determined?

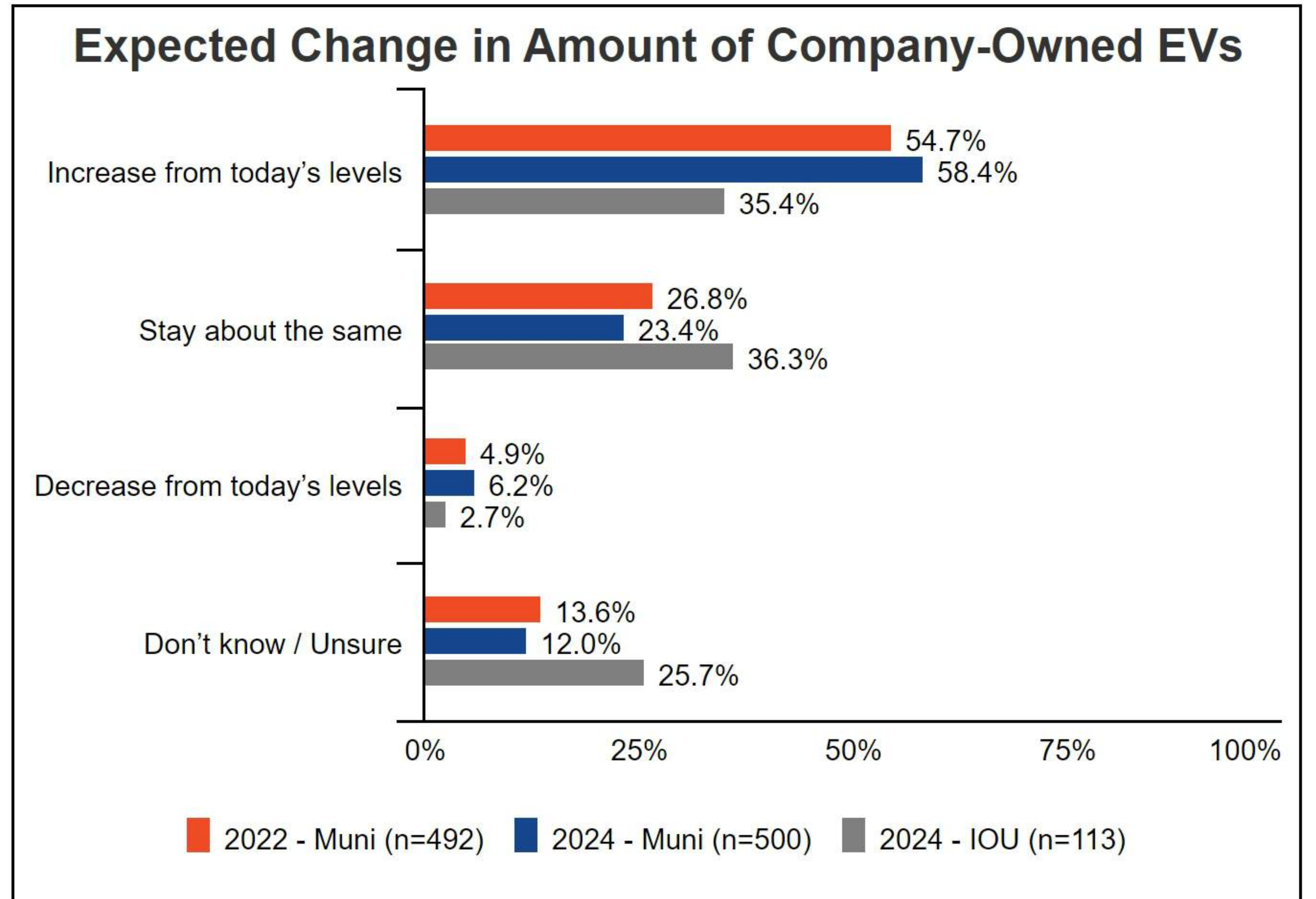
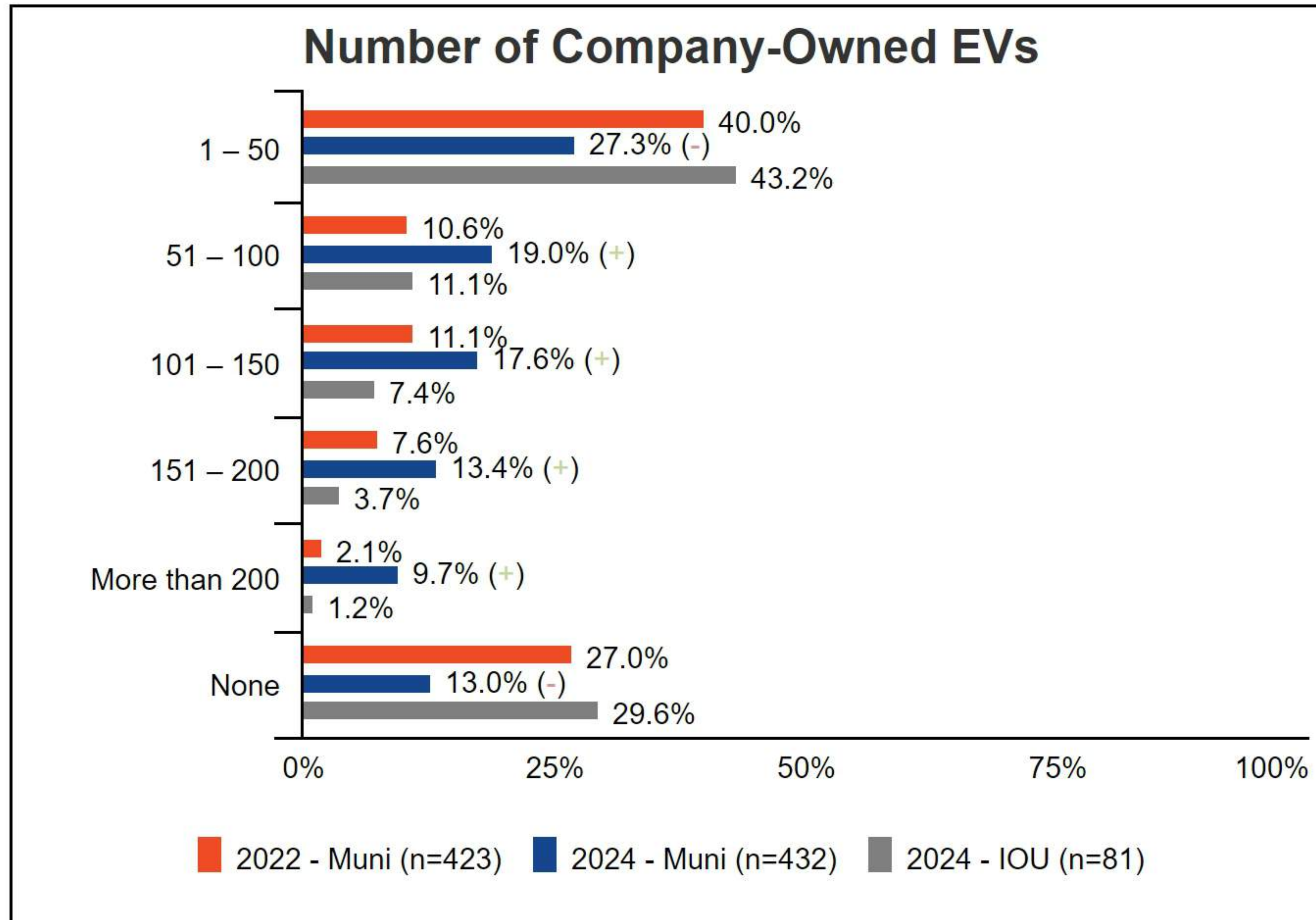
Q22: How would you describe the level of trust you have that your utility does all it can to keep its rates affordable?

Electric Vehicles & Chargers



Electric Vehicles | Fleet Size & Expected Change

Electric vehicle ownership increased significantly from 2022 to 2024, with significantly fewer muni respondents indicating they have no company-owned electric vehicles (-14.0 percentage points). Furthermore, electric vehicle fleet sizes are increasing, as significantly more muni respondents have 51 or more electric vehicles in 2024 (59.7% compared to 31.4% in 2022). This trend is expected to continue, as nearly three-fifths of muni respondents indicated they plan to expand their fleet of electric vehicles in the future.



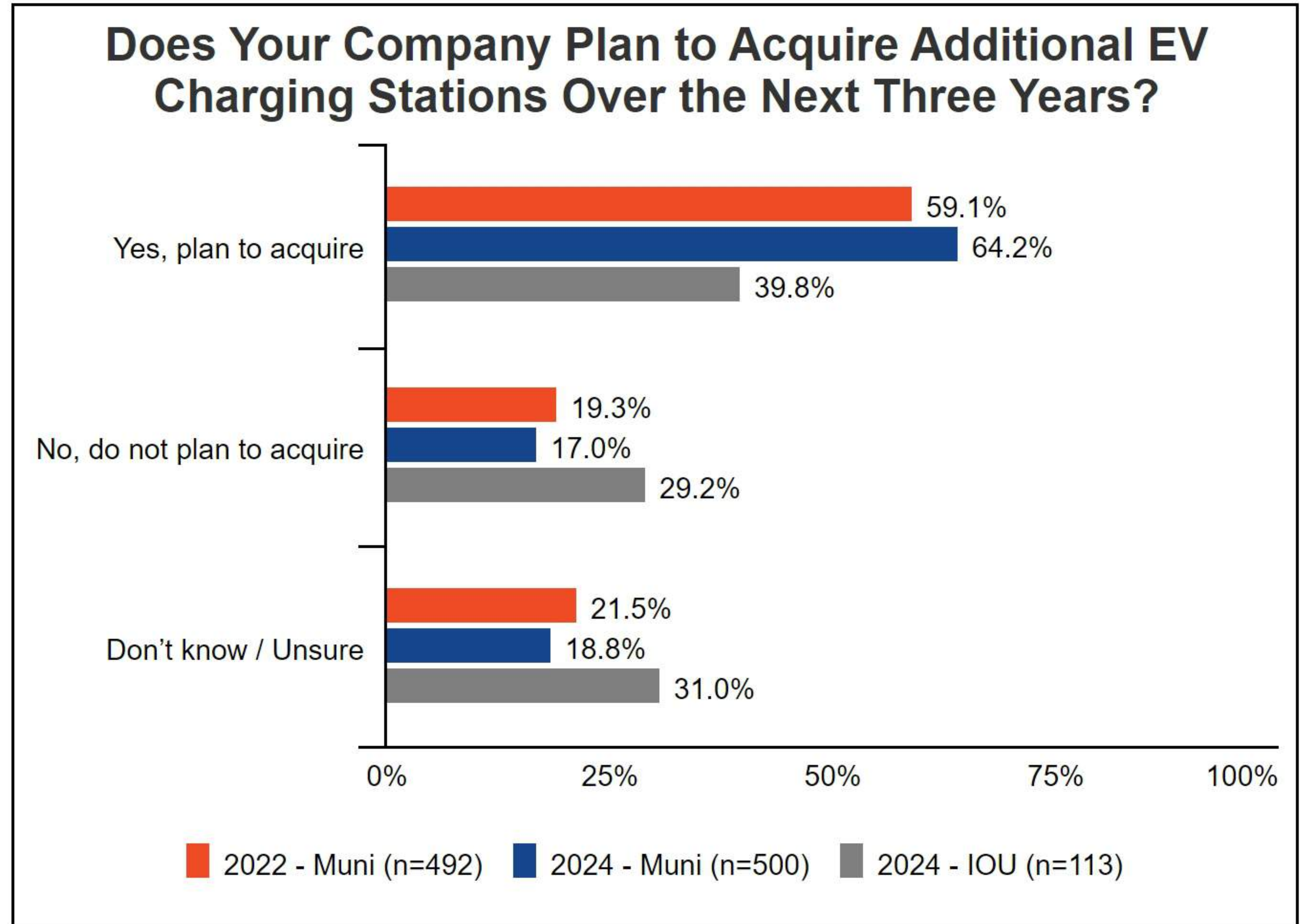
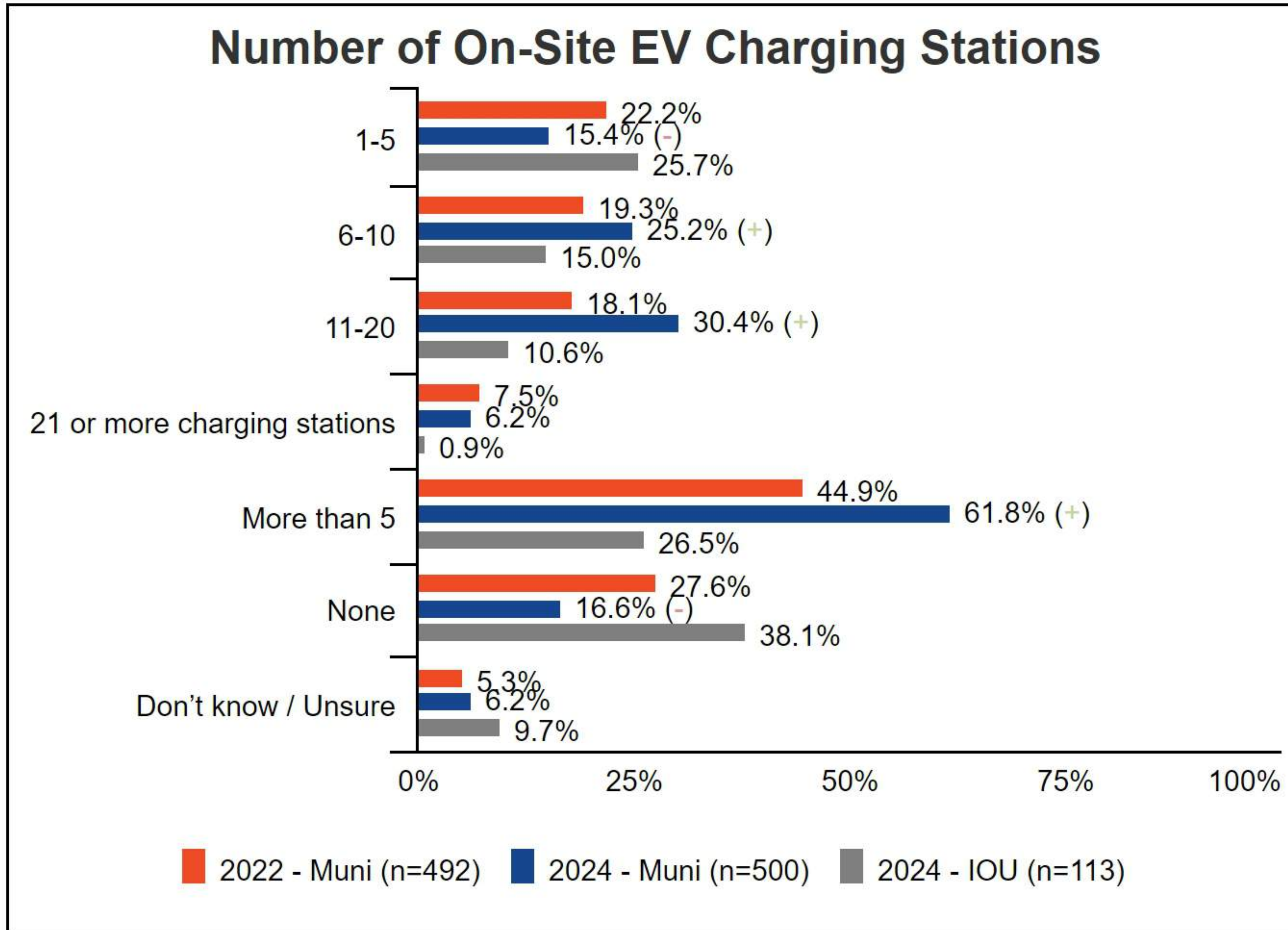
Q24: How many electric vehicles do you have, if any?

Q25: In the future, do you expect the number of electric vehicles (EVs) in your organization's fleet to...

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey

Electric Vehicles | Charging Stations

Significantly more muni respondents have on-site electric vehicle charging stations, with significantly fewer muni respondents indicating they have no charging stations (-21.5 percentage points). Furthermore, the number of on-site charging stations per company is increasing, as significantly more muni respondents have six (6) or more charging stations in 2024 (61.8% compared to 44.9% in 2022). This trend is expected to continue, as nearly two-thirds of muni respondents indicated they plan to either acquire or install additional on-site electric vehicle charging stations.



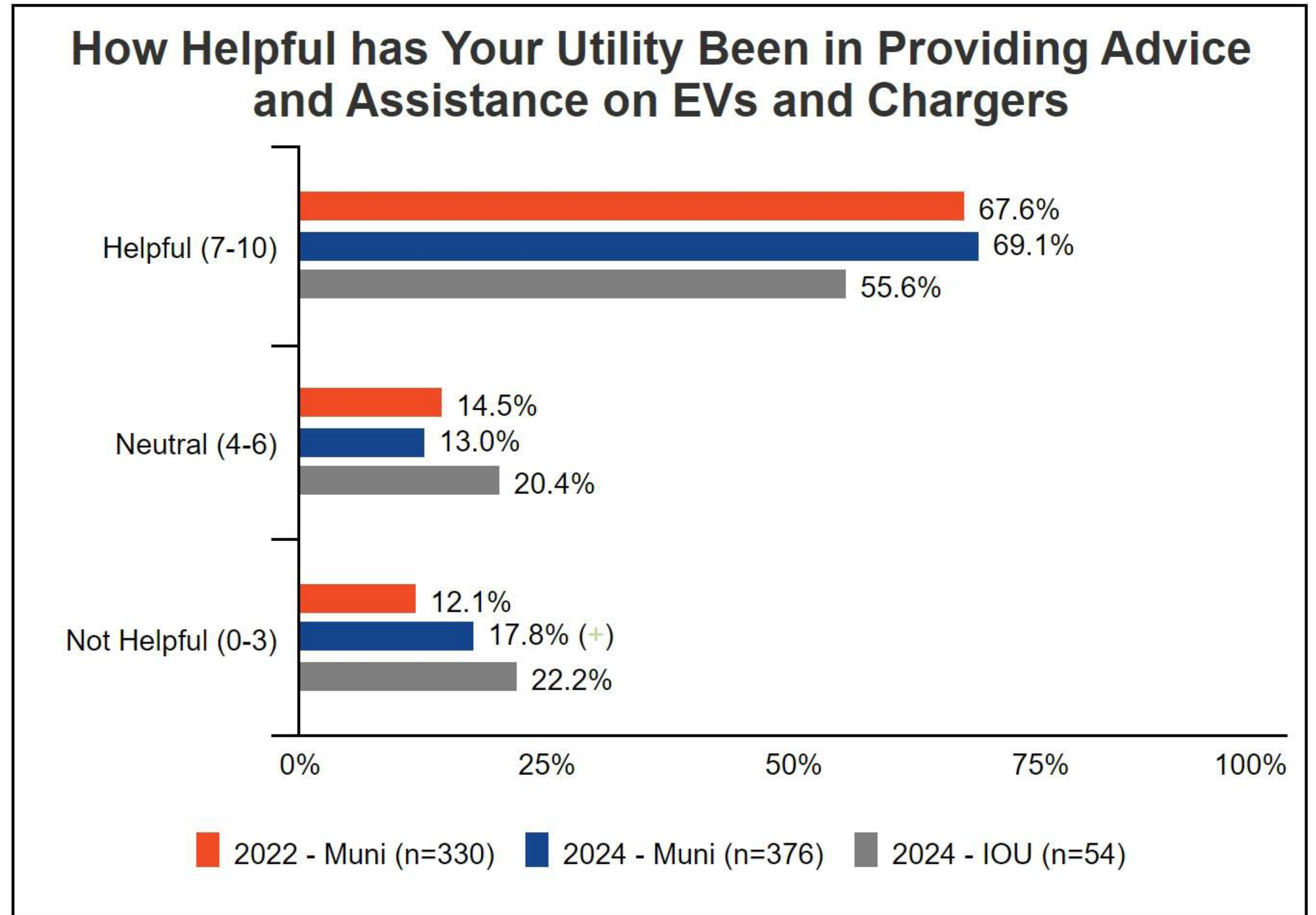
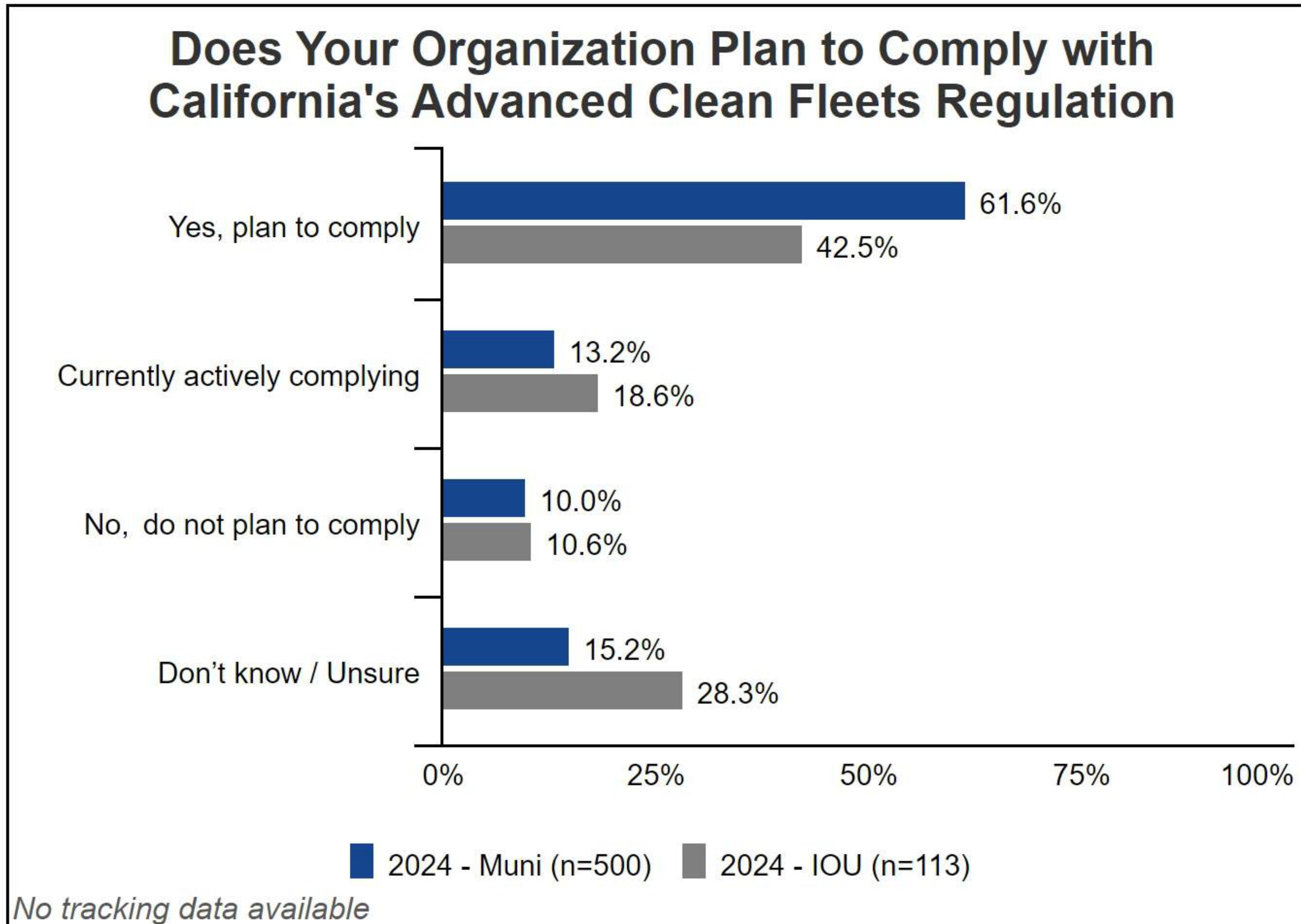
Q26: Does your organization have any electric vehicle charging stations on-site? if so, how many?

Q27: Does your organization plan to acquire (additional) electric vehicle charging stations over the next three years?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey

Electric Vehicles | Helpfulness of Utility/Regulation Compliance

Over three-fifths of muni respondents indicated they plan to comply with California's Advanced Clean Fleets regulation, and 13.2% are currently complying. Additionally, over two-thirds of muni respondents indicated their utility has helped provide advice and assistance on electric vehicles and charging stations, significantly higher than the frequency of IOU respondents who reported the same (+13.5 percentage points).



Q28: Overall, how helpful has [utility] been in providing advice and assistance on electric vehicles and chargers where zero (0) is "not helpful" and ten (10) means "very helpful?"

Q29: Does your organization plan to comply with California's Advanced Clean Fleets Regulation focusing on zero-emission medium and heavy-duty vehicles?

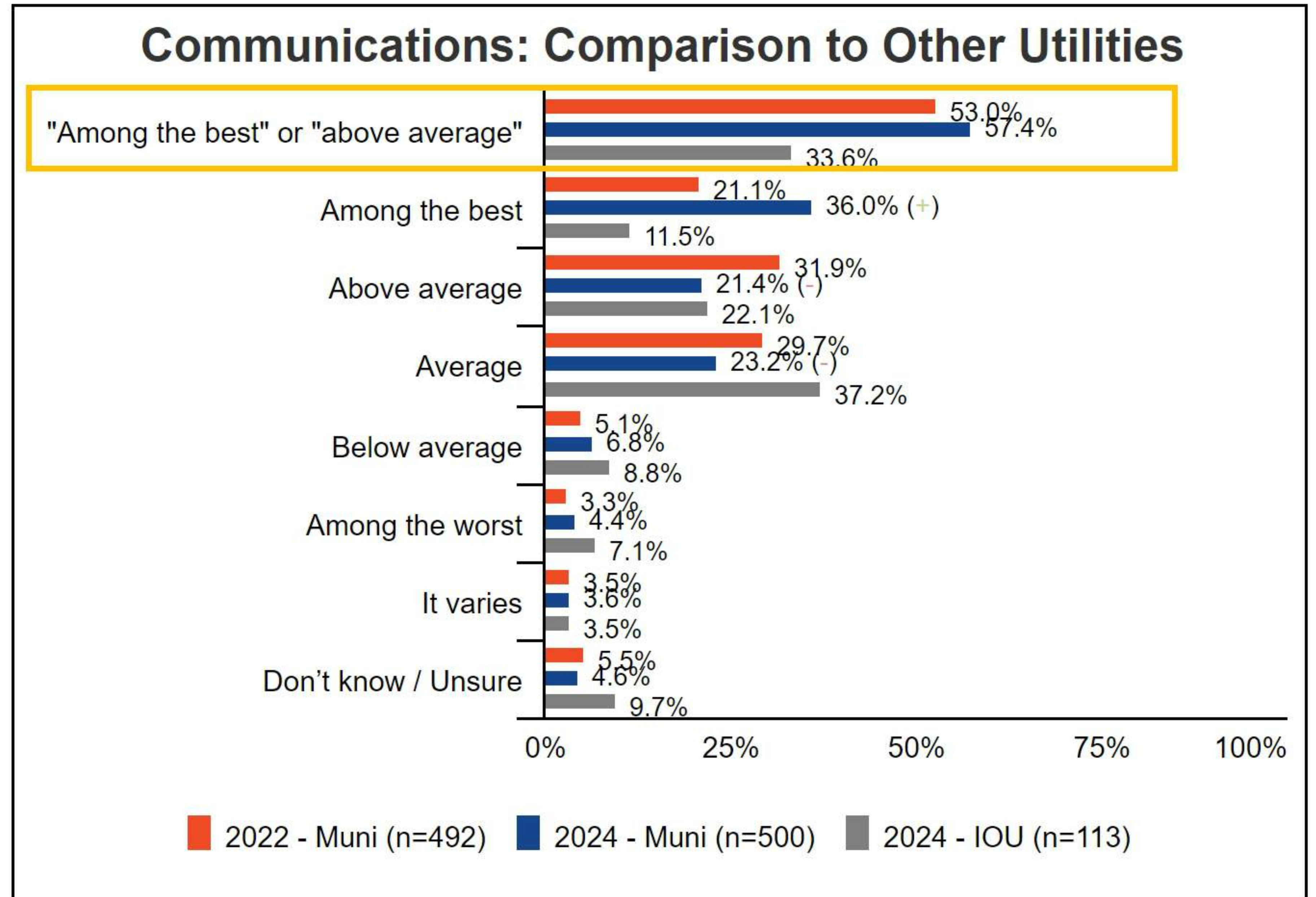
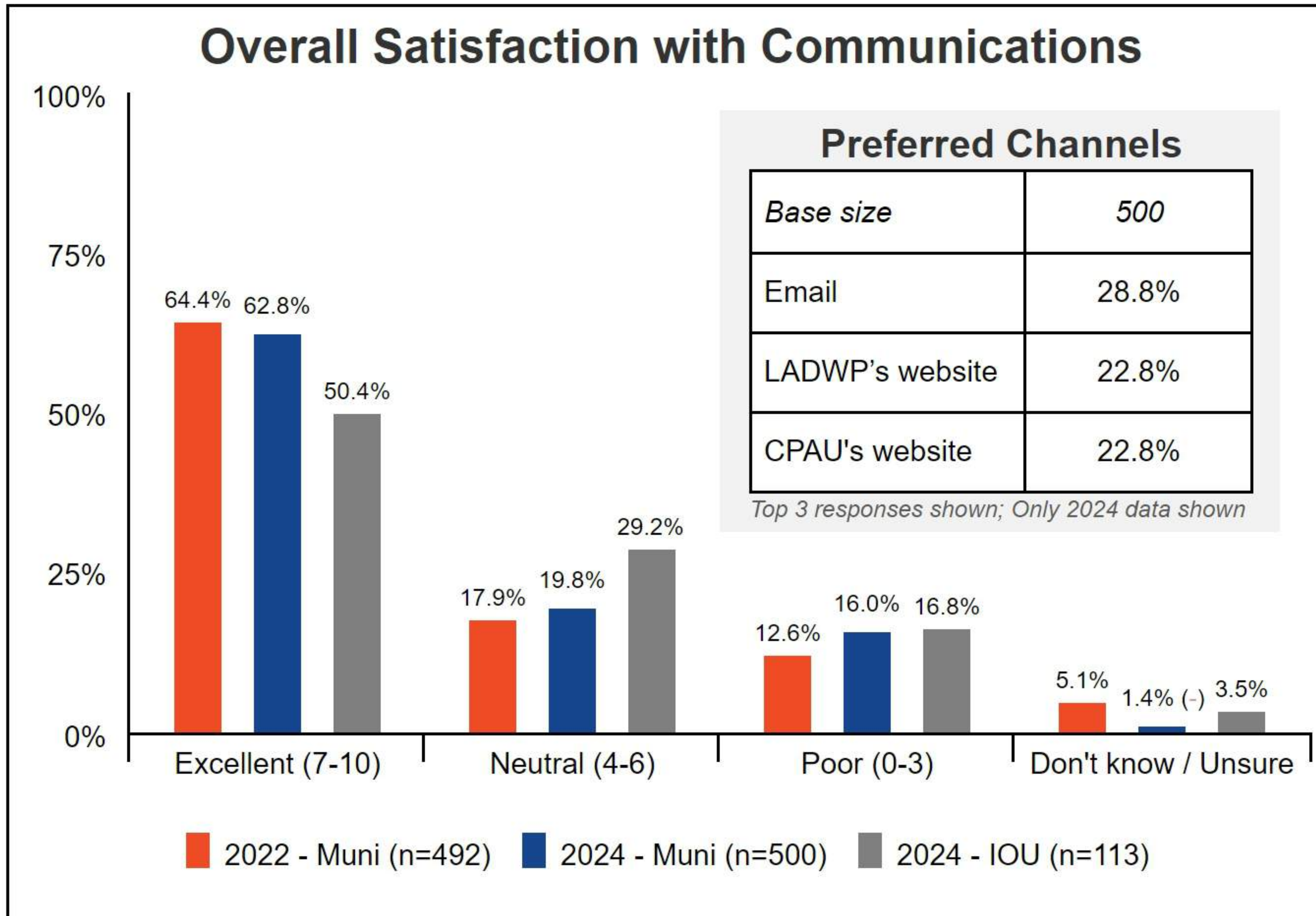
(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey



Communications

Communications | Satisfaction

Over three-fifths of muni respondents provided positive ratings for their overall satisfaction with communications coming from their utility. Furthermore, significantly more muni respondents indicated their electric utility is "among the best" in terms of communications received from other utilities in 2024 compared to 2022 (+14.9 percentage points). Additionally, more muni respondents indicated their utility's communication is "among the best" or "above average" compared to IOU respondents (+23.8 percentage points).



Q30: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," rate [utility]'s communication with business customers such as you on an overall basis.

Q31: Compared to other companies that your organization does business with, how does [utility]'s communications aimed at business customers compare?

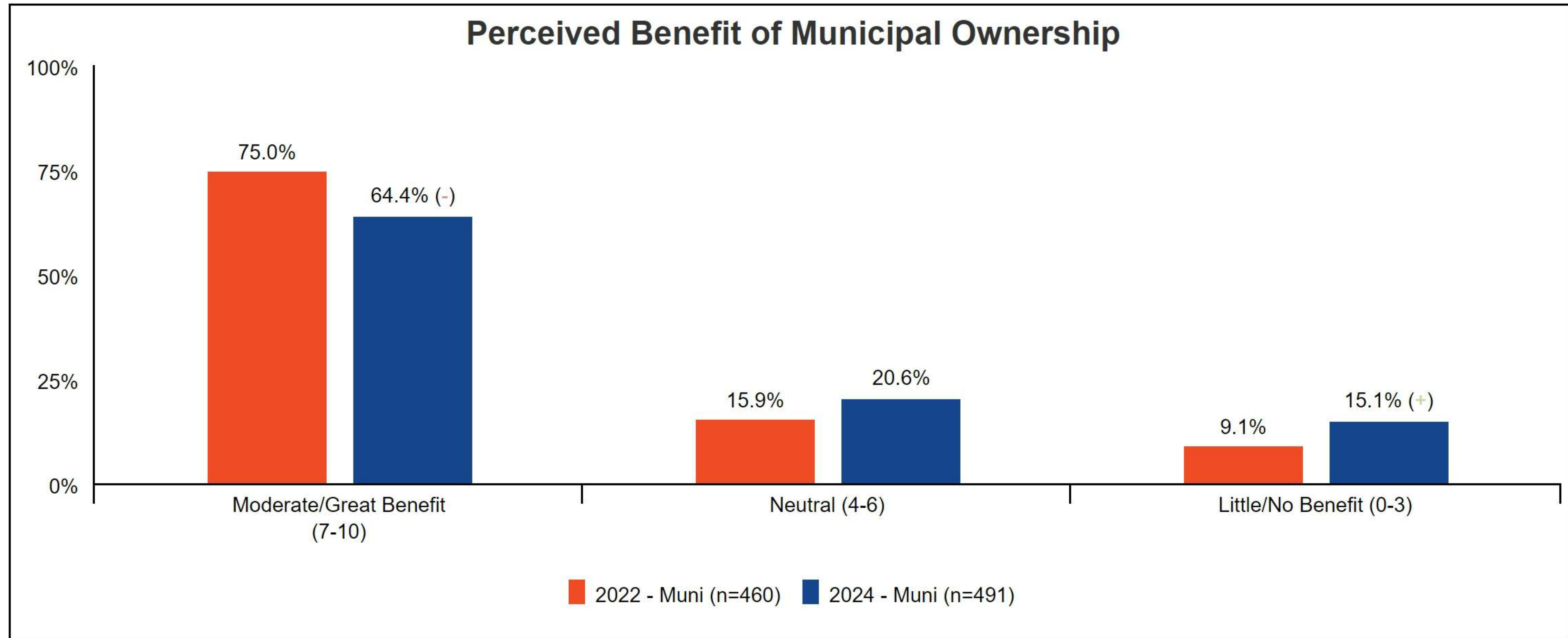
Q32: Please indicate how you would prefer to receive information from [utility].

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey

Utility Preference

Utility Preference | Benefit of Municipal Ownership

Nearly two-thirds of muni respondents reported that the local area benefits from having a community-owned municipal utility, a significant decrease from 2022 findings (-10.6 percentage points).



Q33: On a scale of zero to ten, where zero (0) is "no benefit" and ten (10) is "great benefit," how much benefit does the local area realize from having a community-owned municipal utility?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the previous iteration of the survey

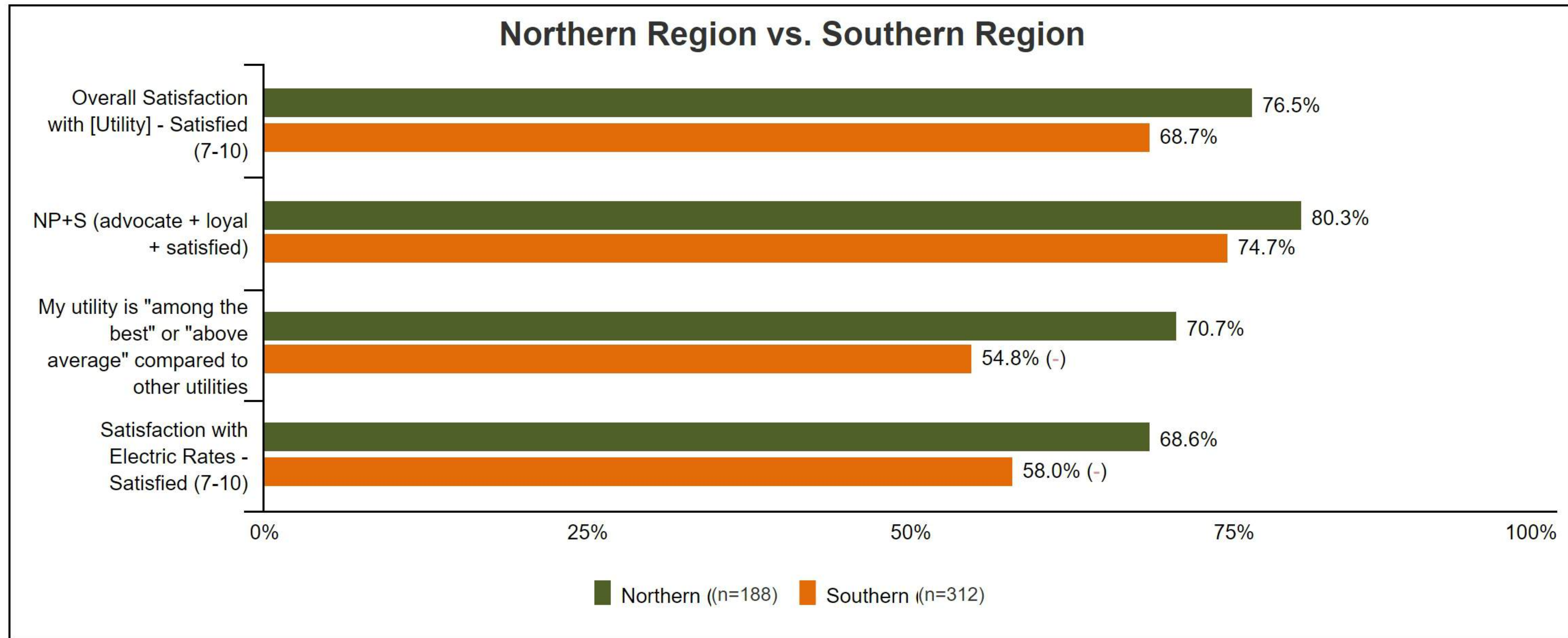
A Closer Look

**Regional Comparison
Company Size Comparison**



A Closer Look | Regional Comparison

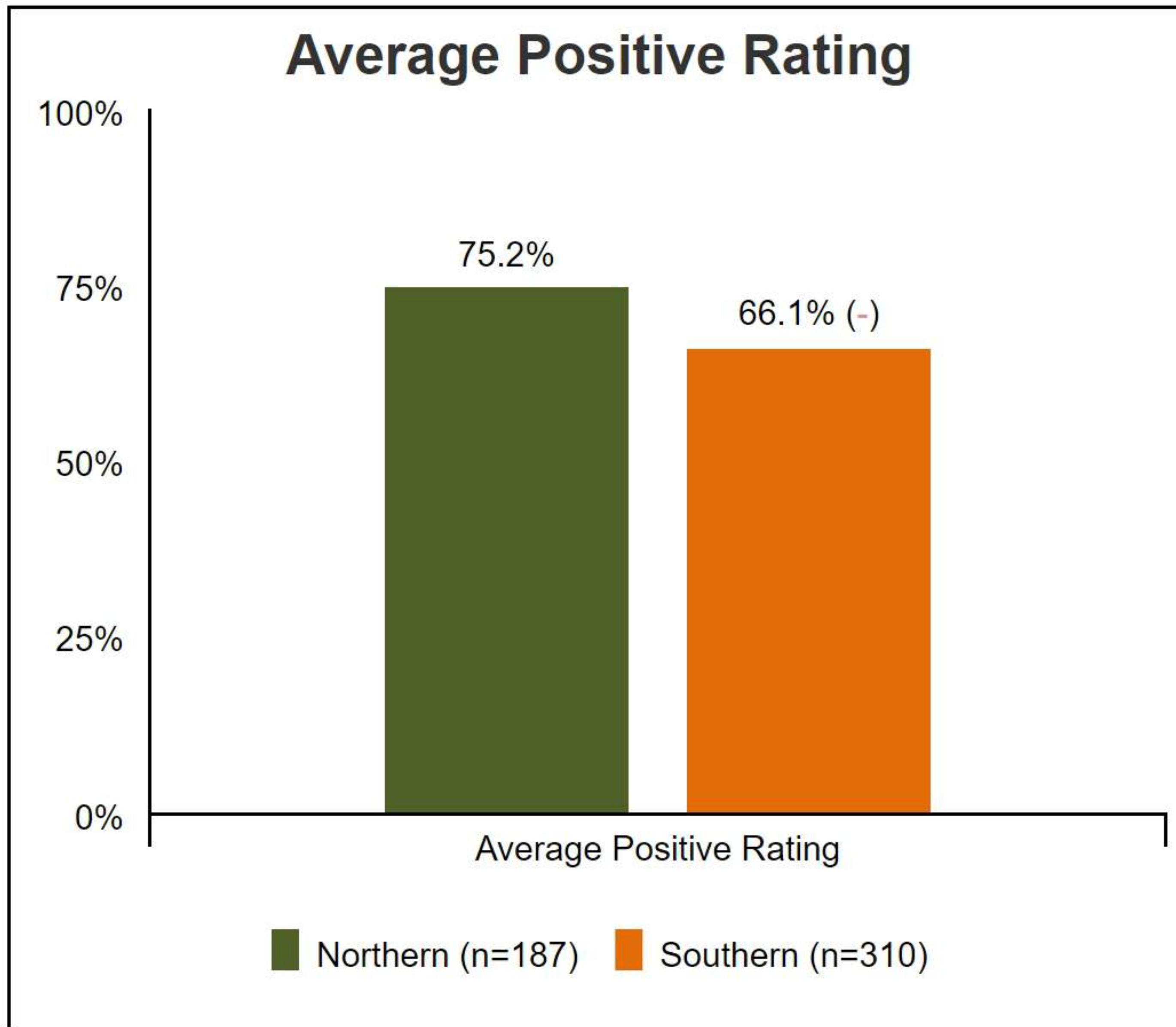
Slightly fewer Southern region muni respondents provided positive ratings for their overall satisfaction and indicated they were either "an advocate for their utility," "a loyal customer," or "a satisfied customer" compared to Northern region muni respondents. Furthermore, significantly fewer Southern region muni respondents indicated their utility is "among the best" or "above average" compared to other utilities, and fewer provided positive ratings for their satisfaction with their electric rates compared to Northern region muni respondents.



(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the compared subgroup

A Closer Look | Regional Comparison

Significantly fewer Southern region muni respondents provided positive ratings for their utility's ability to provide "timely information about restoration during an outage" compared to Northern region muni respondents (-13.9 percentage points). Further, slightly fewer Southern region muni respondents provided positive ratings for their utility's ability to provide "reliable electricity" (-7.5 percentage points) and "restore power quickly after an outage" (-5.8 percentage points). This resulted in a significantly lower average positive rating for the Southern region compared to the Northern region (-9.1 percentage points).

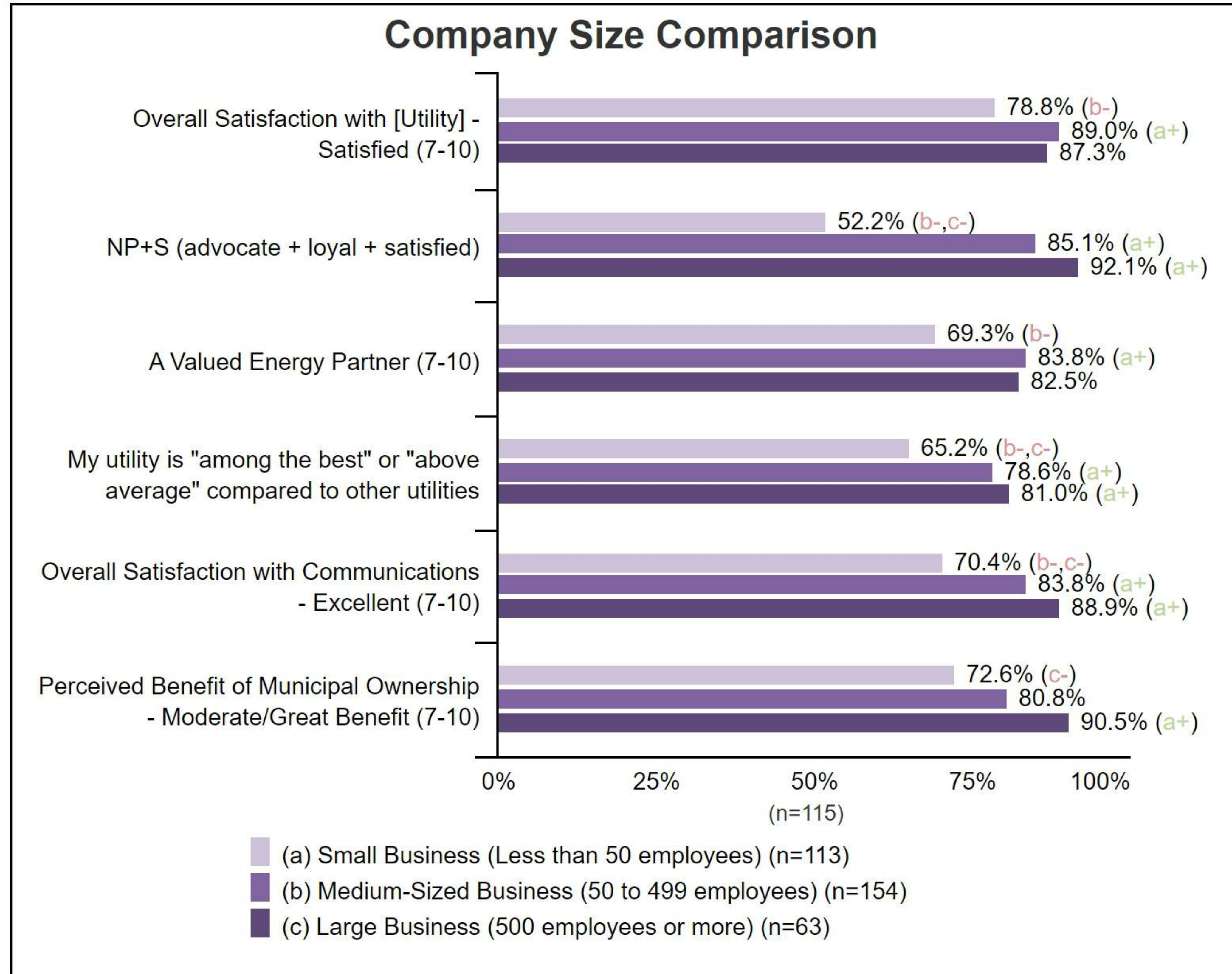


Power Delivery Characterstic Ratings

	Excellent (7-10)	
	Northern	Southern
Providing reliable electricity	75.9%	68.4%
Restoring power quickly after an outage	73.8%	68.0%
Providing timely information about restoration during an outage	75.9%	62.0%

Cell color indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the compared subgroup

A Closer Look | Company Size Comparison



The data suggests that fewer small businesses had a high level of satisfaction and a highly positive perception of their utility compared to medium and large businesses.

Most notably, significantly fewer small businesses indicated they are "an advocate for their utility," "a loyal customer," or "a satisfied customer" compared to medium and large businesses. Additionally, the perceived benefit of municipal ownership appears to increase as company size increases, with fewer small businesses seeing a benefit compared to large businesses.

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the compared subgroup

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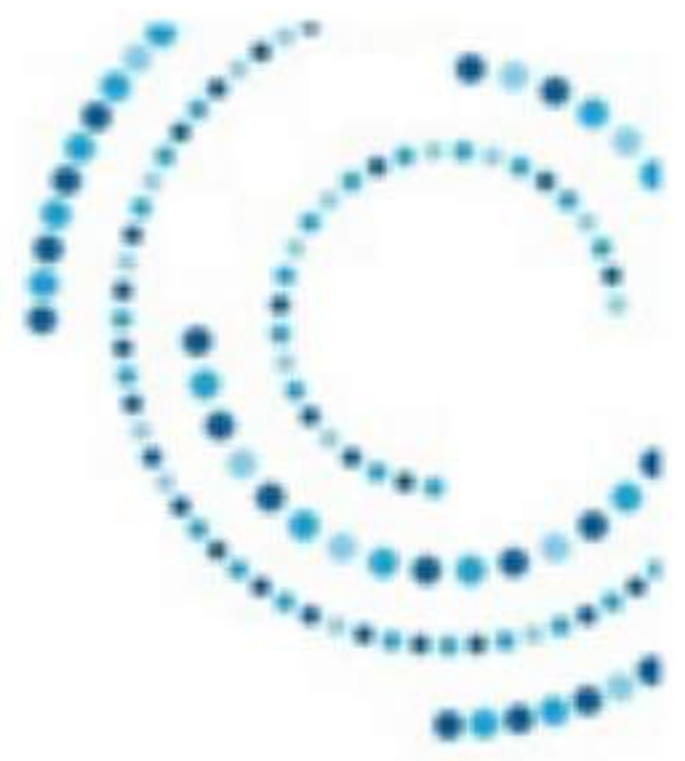


Continue to Guide Customers on Electrification

With most muni respondents planning to comply or actively comply with California's electrification mandates and regulations, and many planning to implement electrification projects in the near future, it is imperative that CMUA utilities continue to support their business and key account customers in these efforts. Over two-thirds of municipal respondents indicated that their utility had been helpful in providing advice and assistance on electric vehicles and charging stations. This suggests that CMUA utilities have been overall successful in aiding their business and key account customers in electrification, but there are still opportunities to provide additional support and resources to ensure utilities are able to adopt electric vehicles and charging stations in an efficient manner.

The data suggests a continued trend of electrification, with the majority of muni respondents indicating they are actively electrifying their building and fleet and an increased amount of muni respondents indicating they are expanding their electric vehicle fleet and charging station supply in the future. CMUA utilities should aim to maintain their role as a guide for their commercial customers and expand their resources to further support electrification, thereby improving already strong customer satisfaction.

Considerations



Small Businesses: Engaging and Building Stronger Relationships

The data found that fewer small businesses were highly satisfied overall with their utility, had a positive perception of their utility, saw their utility as a valued energy partner, were satisfied with their utility's communication, and viewed it as beneficial that their utility is a community-owned municipality compared to medium-sized and large businesses. Below are two recommended steps that CMUA Utilities should consider in their small business strategy that may help address the discrepancies listed above.



Improved Communication and Cooperation

When asked what their utility could do to improve the way it serves them, 41.7% of small businesses indicated “improved communication,” 38.3% indicated “programs and rebates for efficiency and conservation,” and 27.8% indicated “assistance with electric service improvements.” Furthermore, 93.8% of small businesses that provided positive ratings for their utility's overall communication also provided positive ratings for their overall satisfaction, and 90.1% of small businesses that provided positive ratings for their utility's overall communication also viewed their utility as a valued energy partner. Therefore, CMUA Utilities should focus on improving communication with their small business accounts in order to build a partnership with them and increase their satisfaction.



Electric Vehicles and Charging Stations

Over two-thirds of small businesses (69.6%) plan to expand their fleet of electric vehicles in the future, and 64.3% plan to acquire additional on-site electric vehicle charging stations. This interest in fleet electrification presents an opportunity for CMUA Utilities to guide their small business accounts with their fleet electrification knowledge and by pushing any fleet electrification incentive/rebate programs, helping to build stronger relationships with small business accounts.

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WHAT'S NEXT.



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GreatBlue Research



Business & Key Account Customer Satisfaction Study 2024

Electric

Presentation



Report of Findings

2 April 2025

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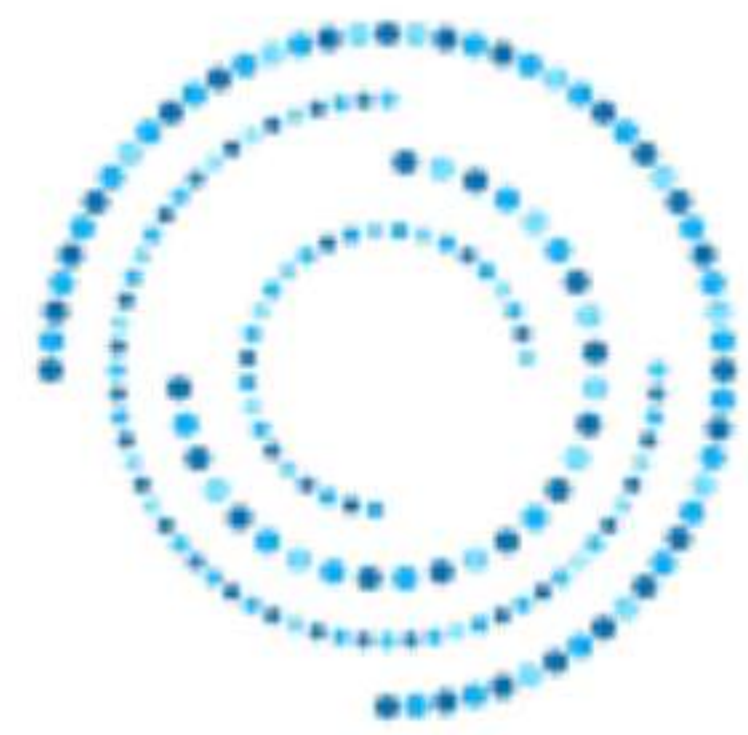
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Aggregate Data (Provided Separately)







Harnessing the Power of Data

...to help clients achieve organizational goals.

 **Data** supporting strategic decisions to improve products and services. Since 1979, our experience with study and instrument design, data collection, analysis, and formal presentation assists our clients in identifying the “why” and “what’s next.”

 **Talent** with a knowledge base in a wide range of industries and methodologies ensures a 360° view of the challenges faced and the expertise to address them.

 **Solutions** that are customized to provide a personalized approach to understanding organizational, employee, and customer needs, allowing for more informed decisions.

Methodologies:



Studies:

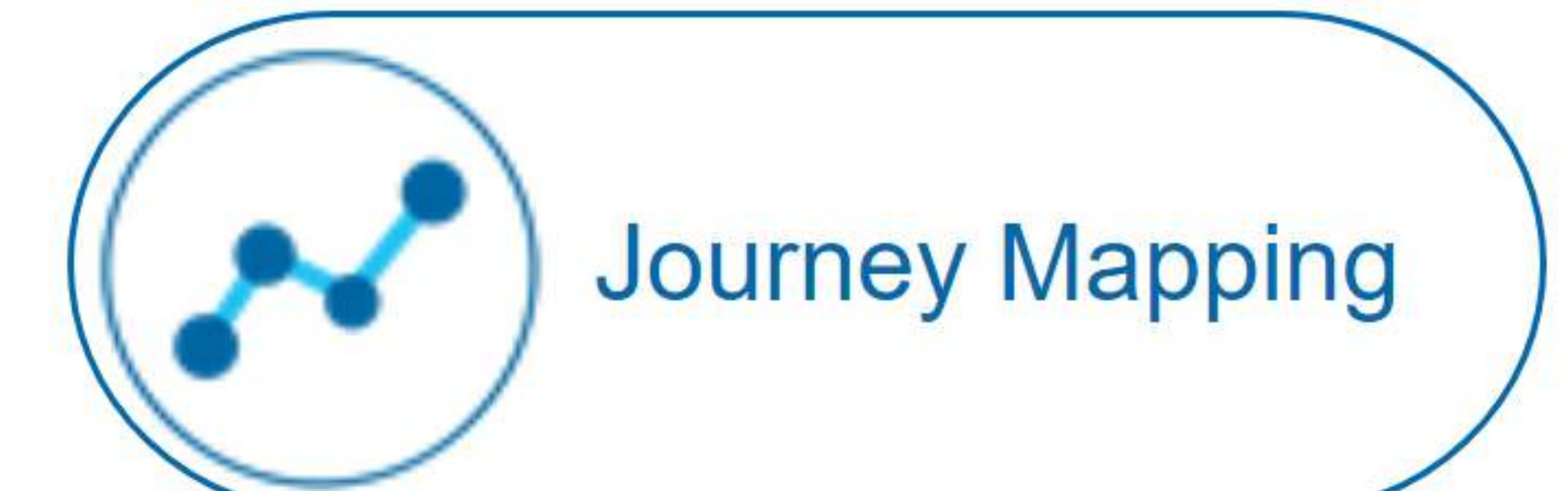


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Project Overview

Research Objectives

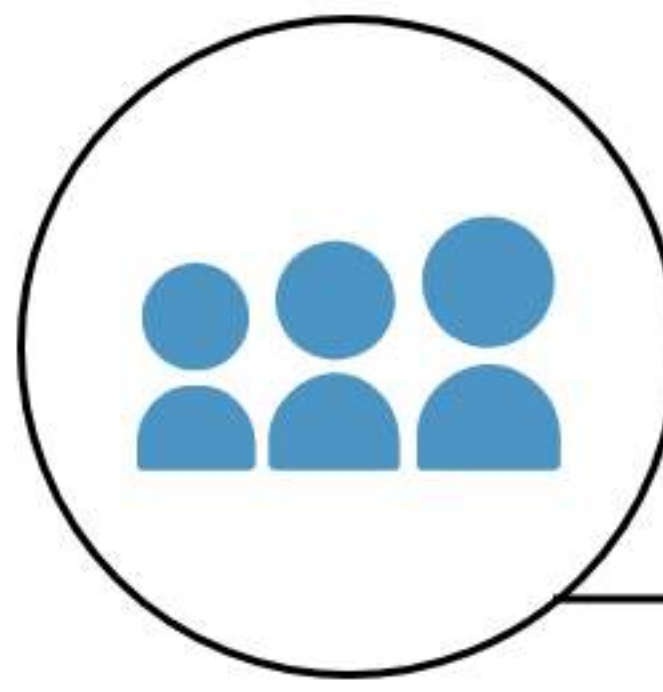
- GreatBlue Research was commissioned by Lodi Electric Utility to conduct comprehensive research among business and key account customers to gain a deeper understanding of their perceptions of the utility and satisfaction with the services provided.
- The primary goals of this research study were to assess business and key account customers' satisfaction with their electric utility, uncover perceptions of their utility, and explore their interest in various utility-related products and services.
- The outcome of this research will enable Lodi Electric Utility personnel to a) more clearly understand, and ultimately set, customer expectations, b) act on near-term opportunities for improvement, and c) create a strategic roadmap to increase customer satisfaction.



Areas of Investigation

In order to service these objectives, GreatBlue developed a bespoke research study leveraging a digital survey to learn about the following topics:

- Organizational characteristic ratings
- Customer's relationship with Lodi Electric Utility
- Power delivery ratings
- Awareness of Lodi Electric Utility's electrification programs and energy mix
- Customers' upcoming investments
- Satisfaction with customer service
- Awareness of various programs and services offered by Lodi Electric Utility
- Assessment of key account manager
- Satisfaction with electric rates
- Interest in building and fleet electrification
- Perceived benefit of municipal ownership
- Preferred communication methods
- Firmographic profile of respondents



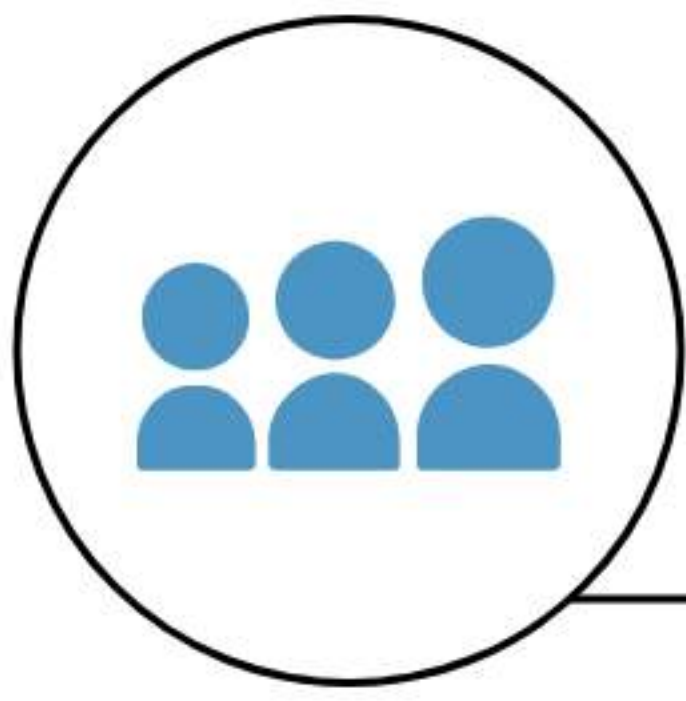
Research Methodology Snapshot



Methodology Digital	No. of Completes 30	No. of Questions 47*	Incentive None	Sample Lodi Electric Utility Customer List
Target Business and Key Account Customers	Quality Assurance Dual-level**	Margin of Error +/- 16.76%	Confidence Level 95%	Research Dates October 10 - December 30, 2024

* This represents the total possible number of questions; not all respondents will answer all questions based on skip patterns and other instrument bias.

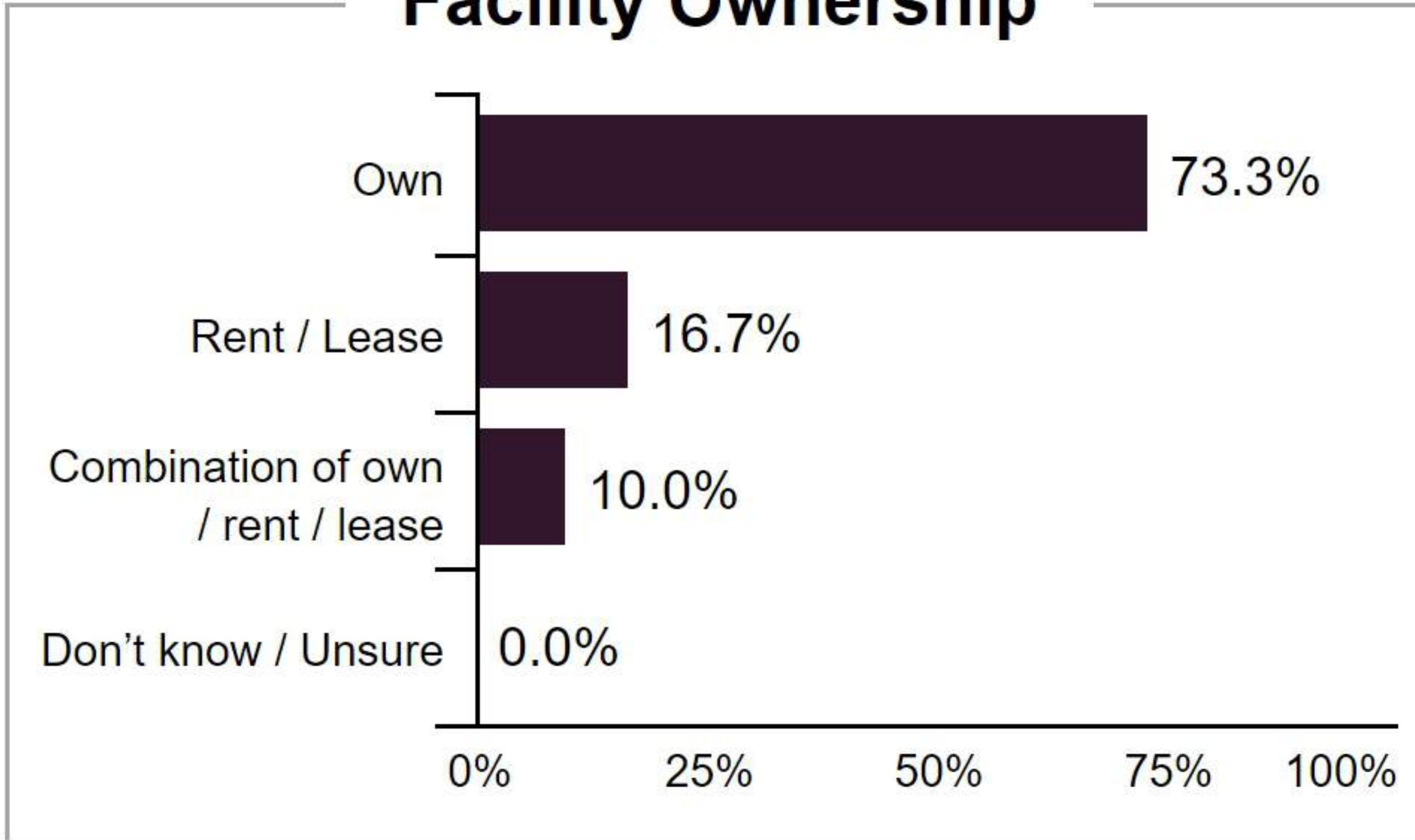
** Data quality personnel, in addition to computer-aided interviewing platform, ensure the integrity of the data is accurate.



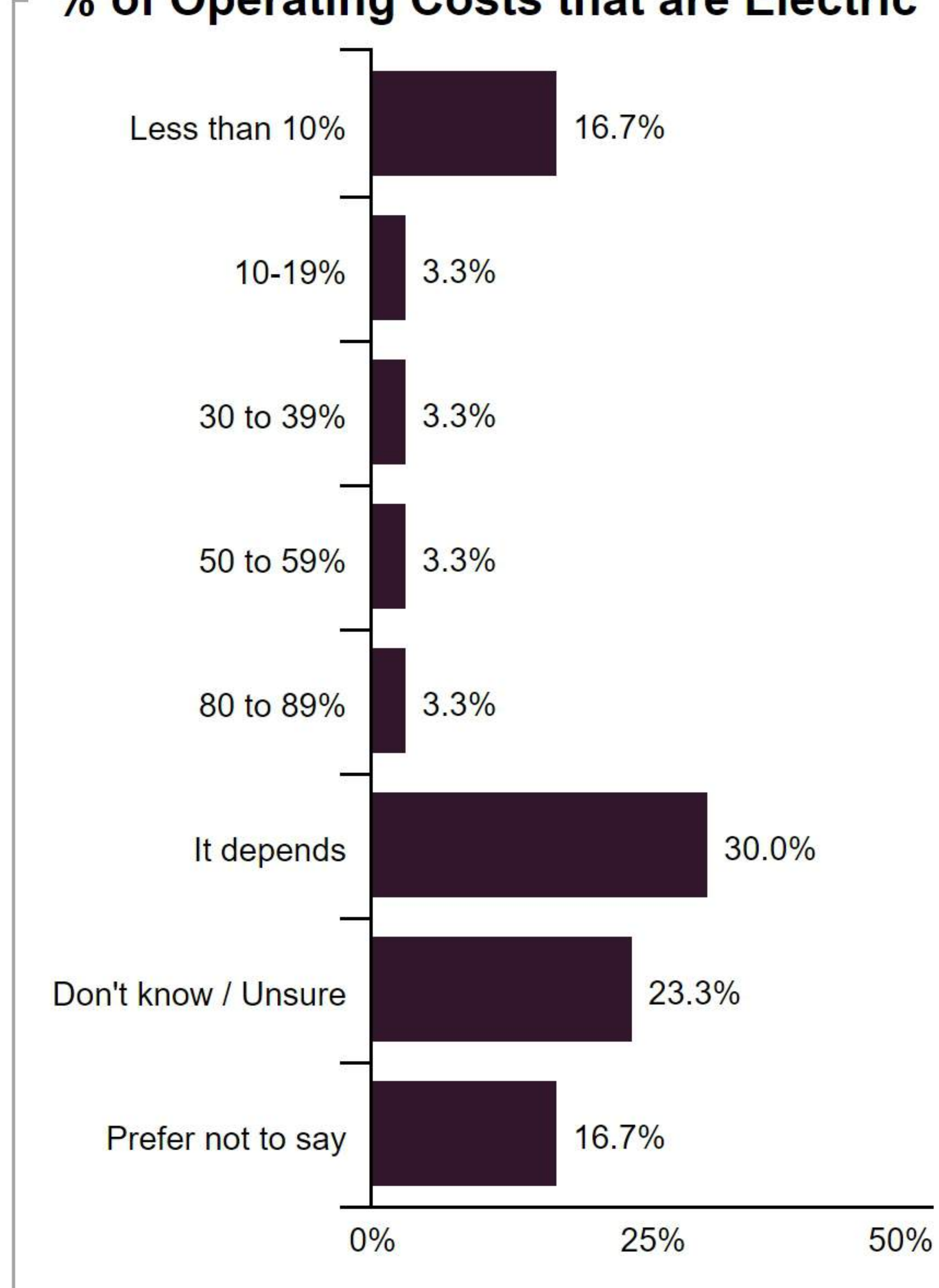
Respondent Snapshot



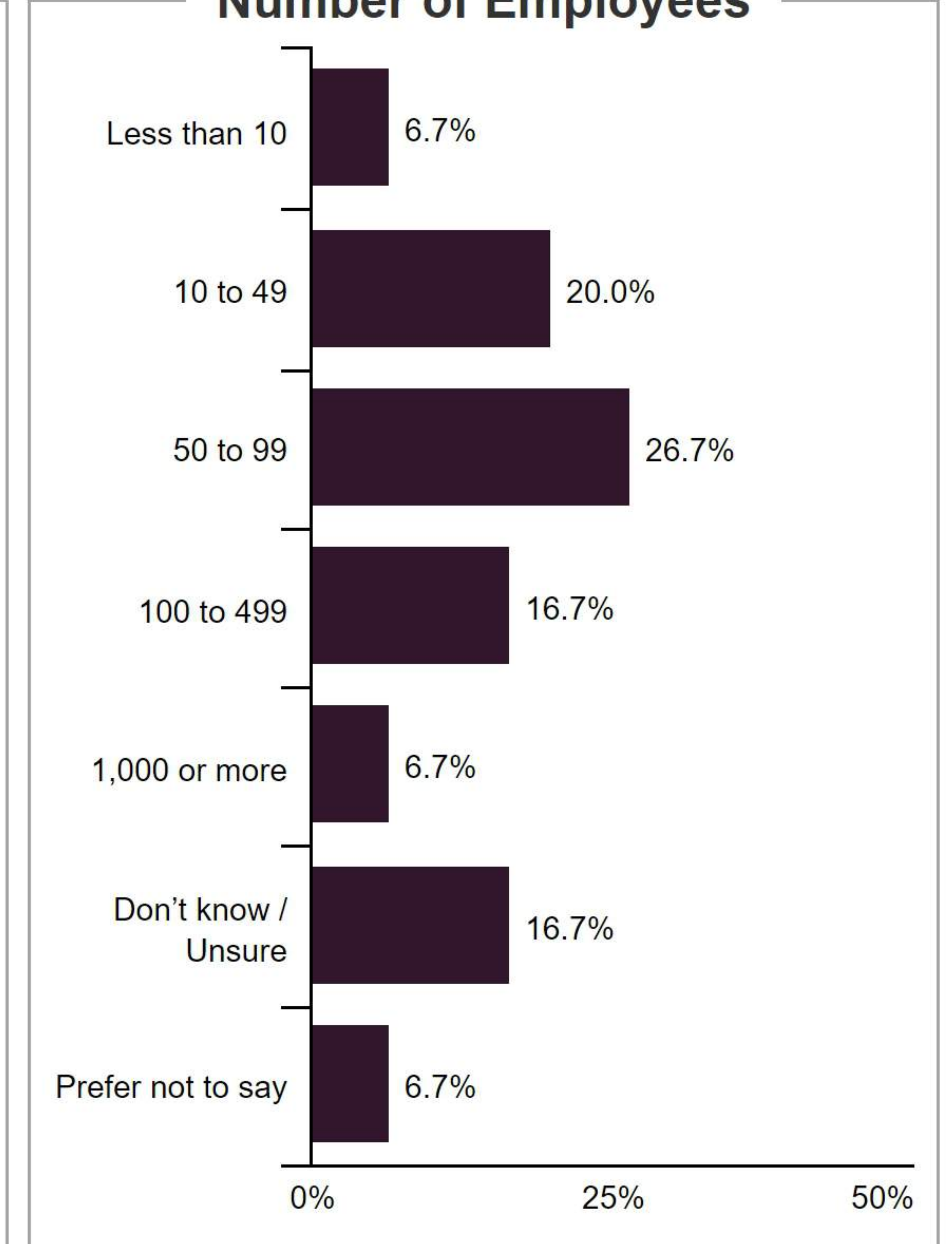
Facility Ownership



% of Operating Costs that are Electric



Number of Employees



Industry

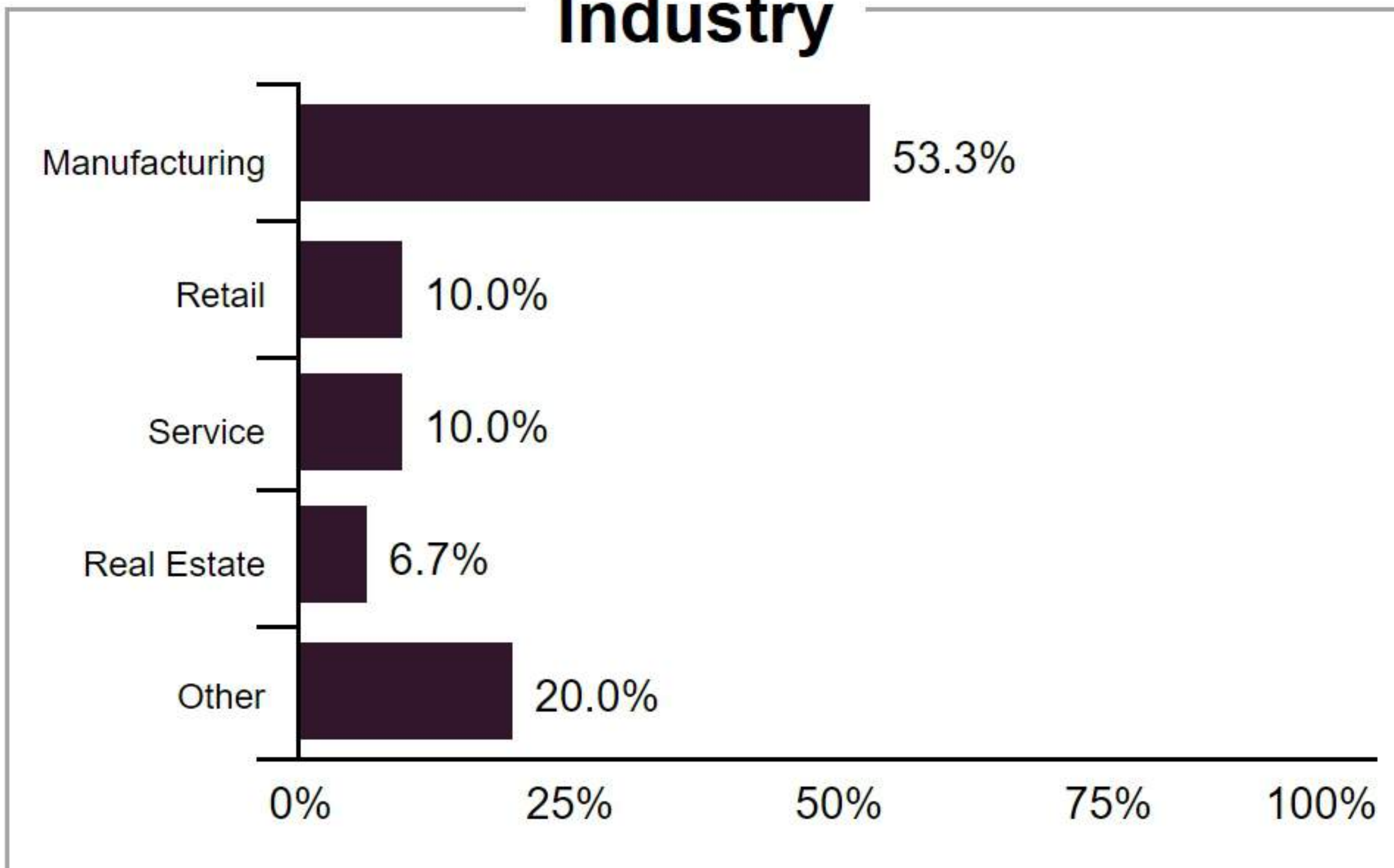


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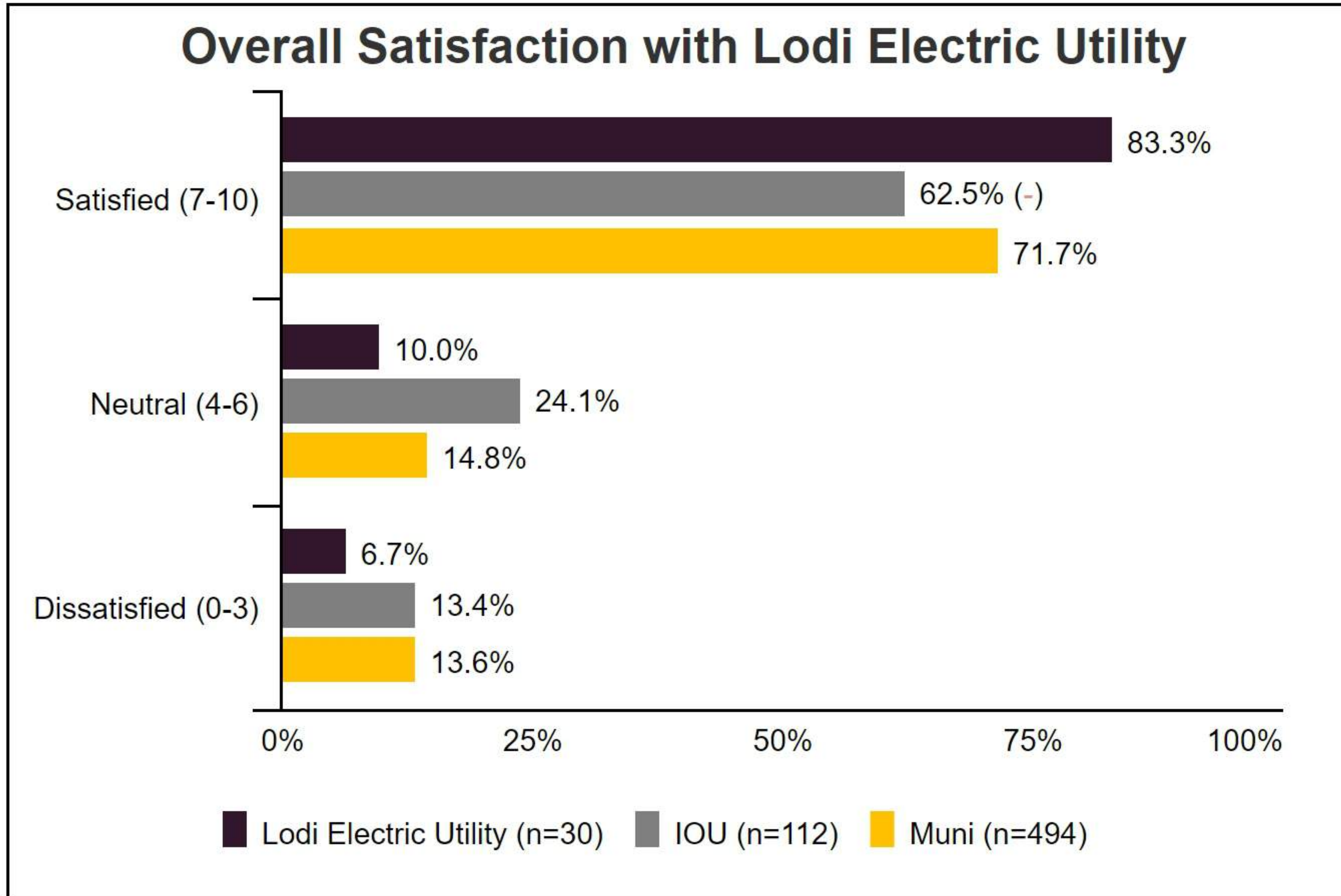
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Aggregate Data (Provided Separately)

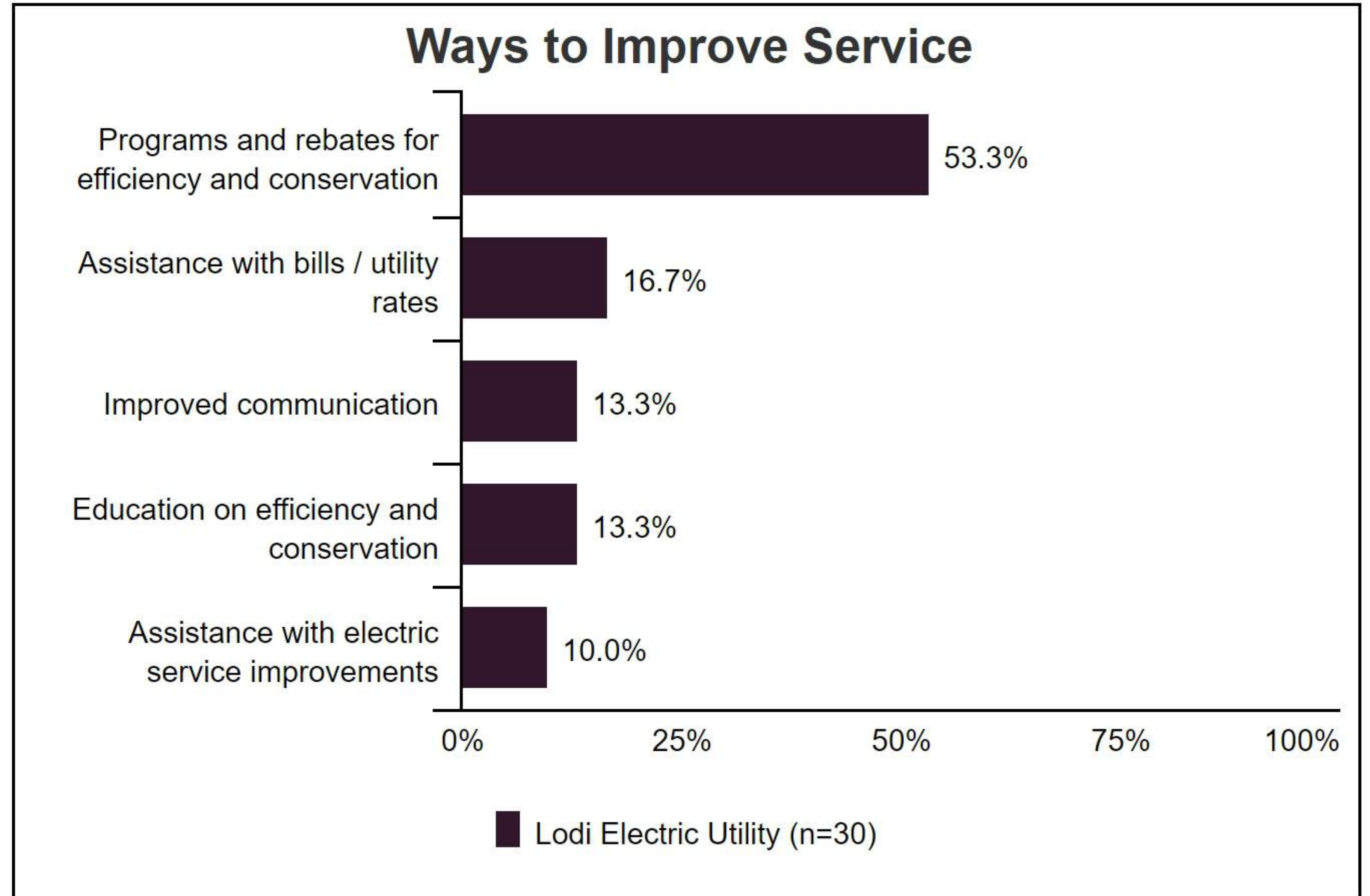


Satisfaction | Overall Satisfaction

Over four-fifths of customers provided positive ratings for their overall satisfaction with Lodi Electric Utility, which is higher than 2024 municipal findings (+11.6 percentage points) and significantly higher than IOU findings (+20.8 percentage points). Over half of Lodi Electric Utility customers would like the utility to offer or improve its "programs and rebates for efficiency and conservation" to serve them better.



"Don't know" responses removed



Top 5 responses shown

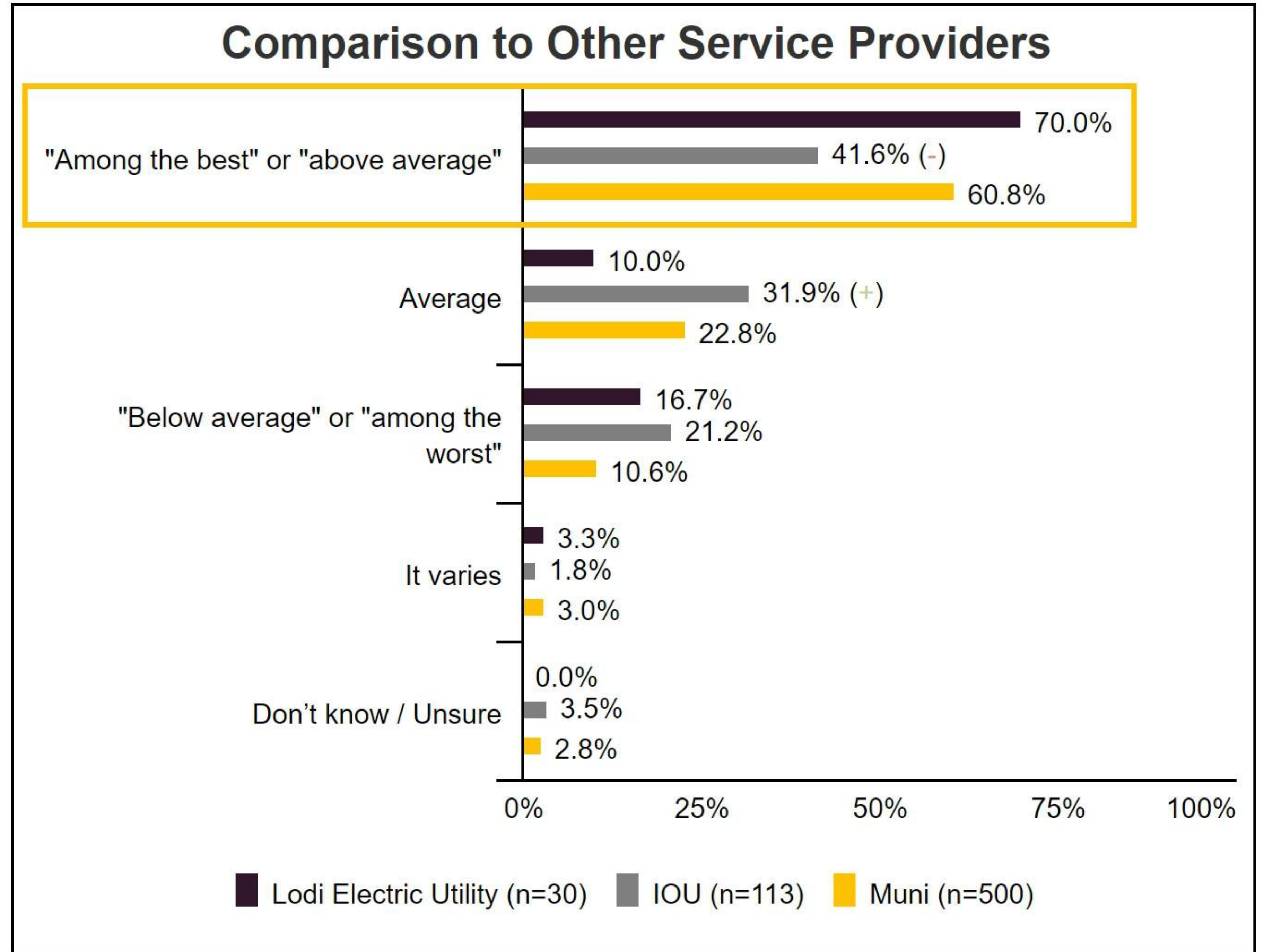
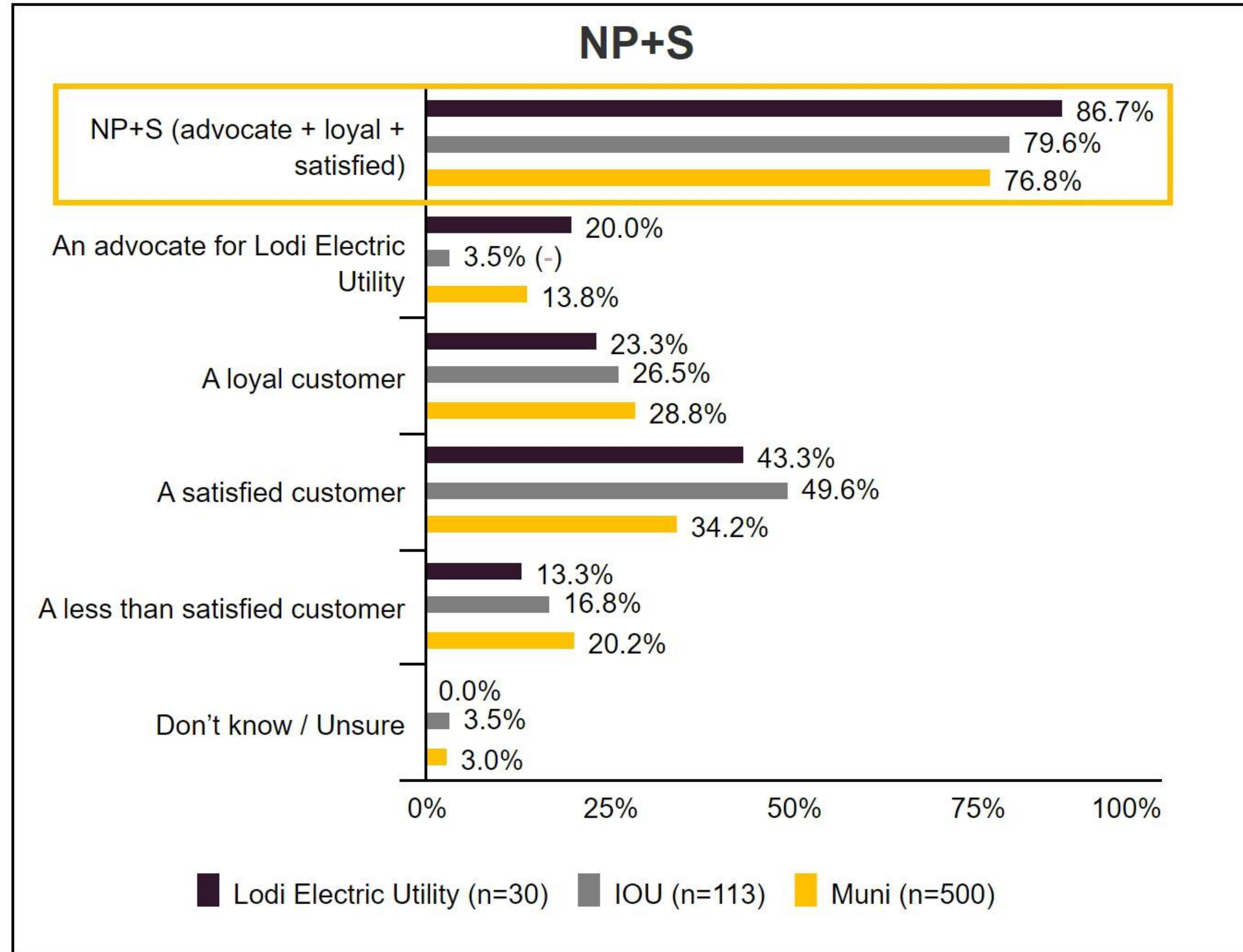
Q1: On a scale of zero to ten, where zero (0) is "very dissatisfied" and ten (10) is "very satisfied," please rate your overall satisfaction with Lodi Electric Utility at present.

Q2: In what ways can Lodi Electric Utility change or improve the way it provides service to its customers?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Relationship | Perception of Lodi Electric Utility

More than four-fifths of Lodi Electric Utility customers are either "an advocate for Lodi Electric Utility," "a loyal customer," or "a satisfied customer," which is more than both municipal (+9.9 percentage points) and IOU findings (+7.1 percentage points). Furthermore, seven-out-of-ten Lodi Electric Utility customers feel the utility is "among the best" or "above average," higher than the 2024 municipal findings (+9.2 percentage points) and significantly higher than IOU findings (+28.4 percentage points).



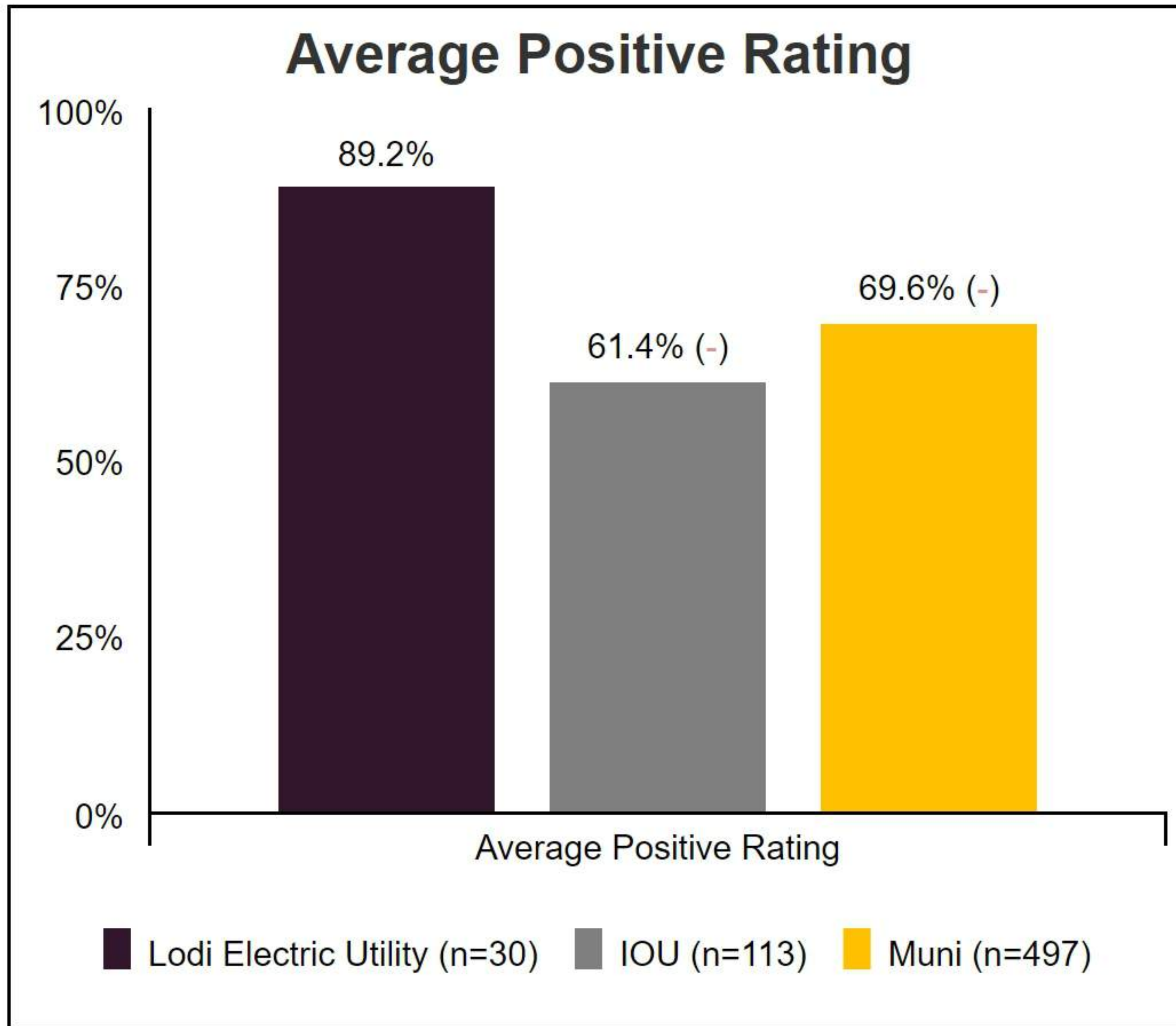
Q3: Which of the following best describes your relationship with Lodi Electric Utility?

Q6: Compared to other service providers, would you call Lodi Electric Utility...

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Power Delivery | Satisfaction

Lodi Electric Utility customers provided an average positive rating across all power delivery characteristics of 89.2%, significantly higher than the average rating among all 2024 municipal respondents (+19.6 percentage points) and 2024 IOU respondents (+27.8 percentage points). Lodi Electric Utility also outperformed the 2024 municipal and IOU findings for all power delivery characteristic ratings. Most notably, Lodi Electric Utility outperformed municipal findings by 22.9 percentage points for "restoring power quickly after an outage."



Power Delivery Characteristic Ratings

Aggregate of 7-10 ratings shown; "Don't know" responses removed

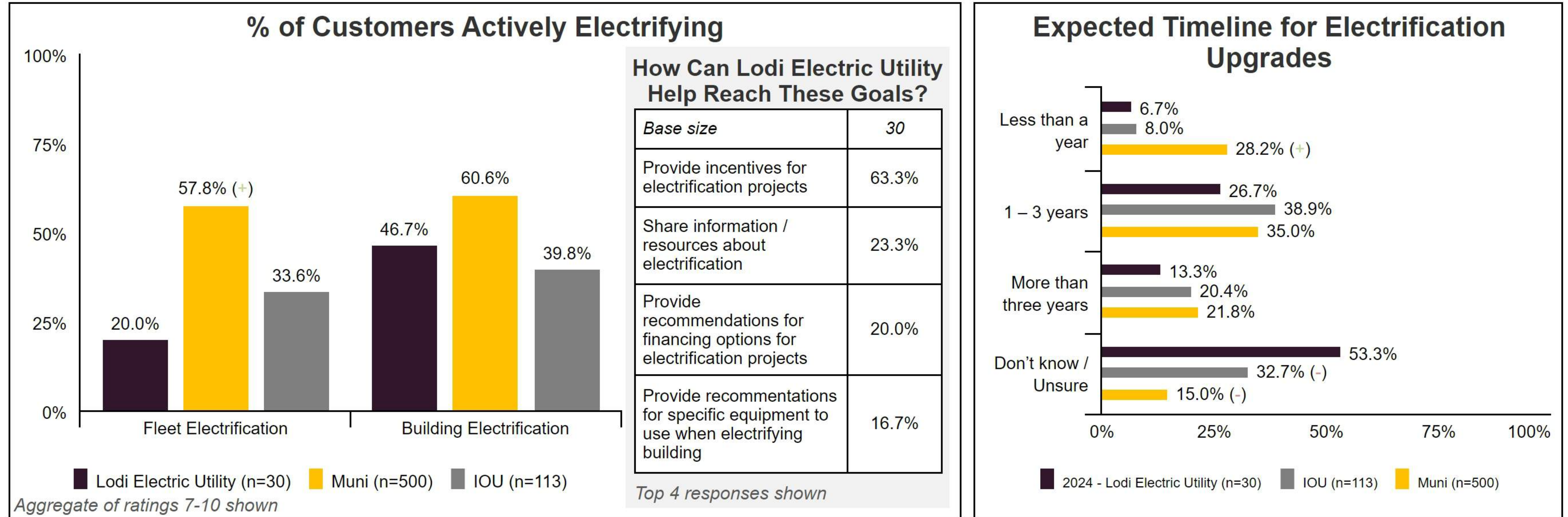
	Lodi Electric Utility	IOU	Muni
Restoring power quickly after an outage	93.1%	57.5%	70.2%
Providing reliable electricity	90.0%	69.0%	71.2%
Providing timely information about restoration during an outage	84.6%	57.7%	67.3%

Q7: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," rate Lodi Electric Utility on each item below.

(+/-) and cell color indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Power Delivery | Electrification

Significantly fewer Lodi Electric Utility customers are actively electrifying their fleets and fewer are actively electrifying their buildings compared to all 2024 municipal respondents. One-fifth of Lodi Electric Utility customers are actively electrifying their fleet(s), while nearly half are electrifying their buildings. Significantly more Lodi Electric Utility customers are unsure of their timeline for implementing electrification upgrades at their organization compared to municipal (+38.3 percentage points) and IOU respondents (+20.6 percentage points).



Q8: On a scale of zero to ten, where zero (0) is "not at all" and ten (10) is "very active," what is the level of electrification at your company?
 Q10: What is the expected timeframe for your electrification upgrades at your organization?
 Q11 (Oversample Question): How can Lodi Electric Utility assist your organization in achieving its electrification goals? (Select all that apply)

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Power Delivery | Carbon Free Goals

Over one-quarter of Lodi Electric Utility customers have internal goals for becoming carbon free. Of them, three (3) indicated Lodi Electric Utility can help them achieve their goals by "providing recommendations for financing options" and two (2) indicated Lodi Electric Utility can "share information/resources about becoming carbon free."



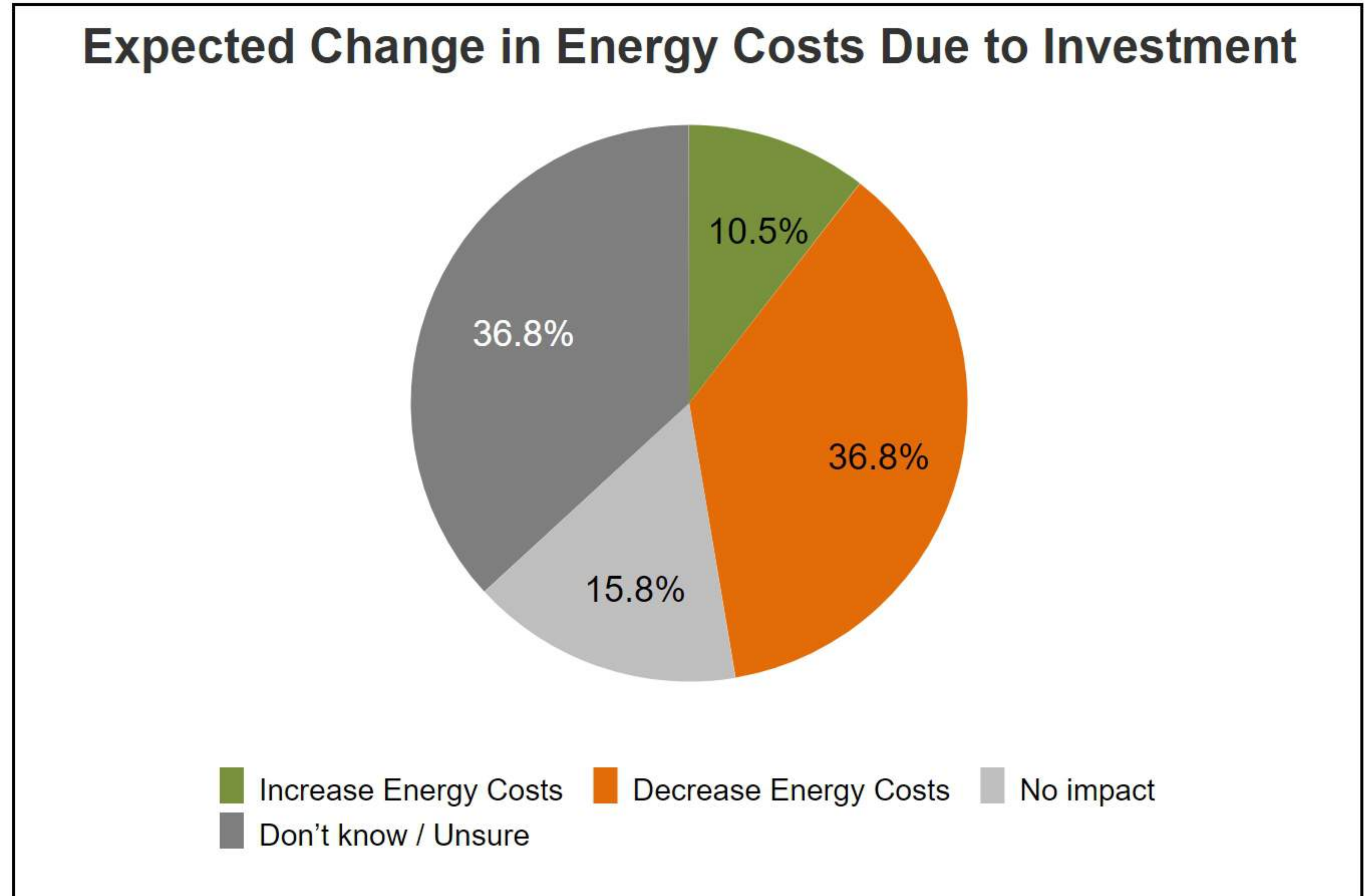
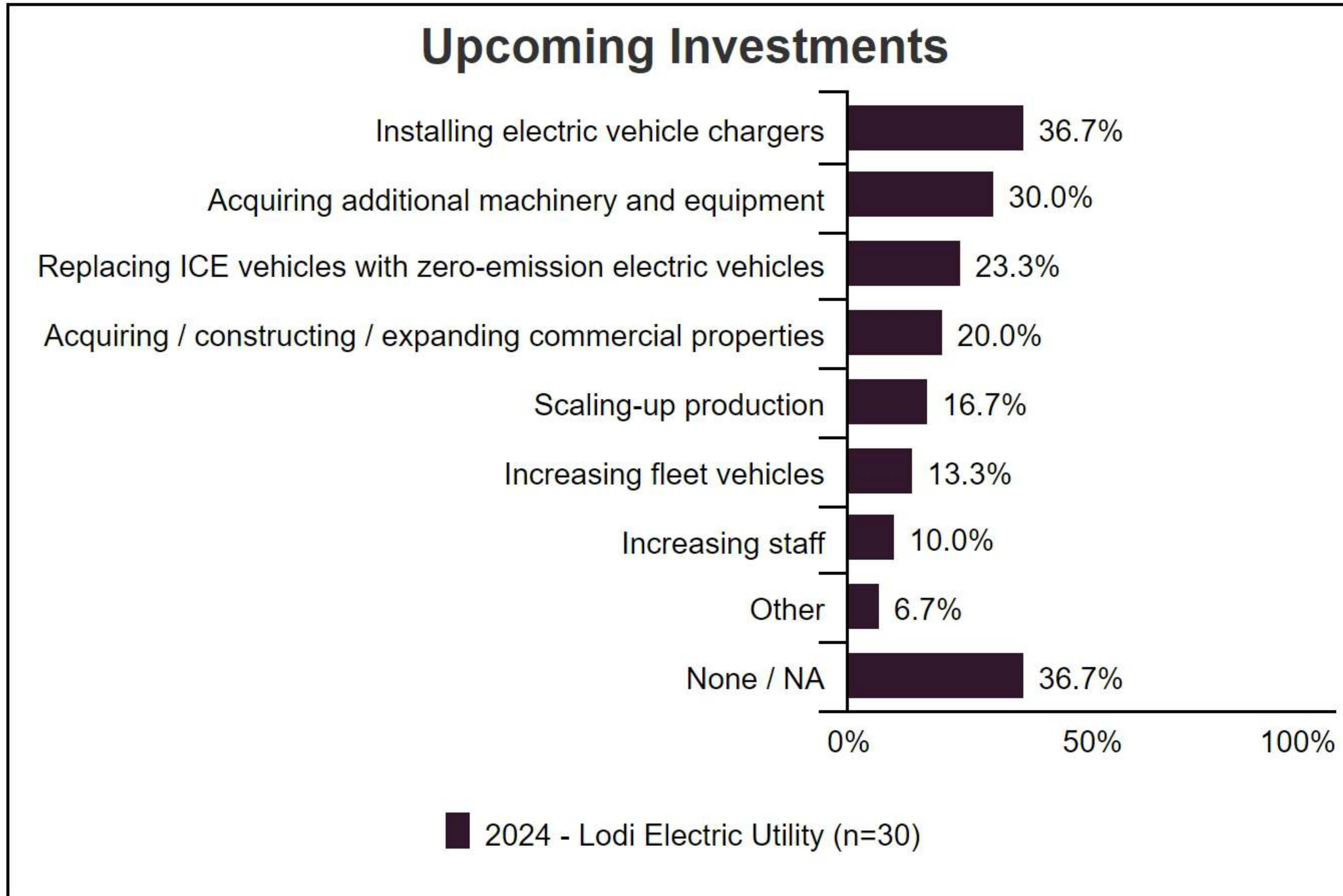
n=30

Q12 (Oversample Question): Does your organization have its own goals for becoming carbon free?

Q13 (Oversample Question): How can Lodi Electric Utility help your organization achieve these goals?

Power Delivery | Upcoming Investments

Other investments being made by Lodi Electric Utility customers surround electric vehicles, with over one-third of customers investing in "installing electric vehicle chargers" and nearly one-quarter investing in replacing "ICE vehicles with zero-emission electric vehicles." Furthermore, many are making general capital investments, with three-out-of-ten investing in "additional machinery and equipment" and one-fifth investing in "commercial properties." Notably, over one-third of customers believe their investments will "decrease energy costs," while the same frequency are unsure if their energy costs will increase or decrease.

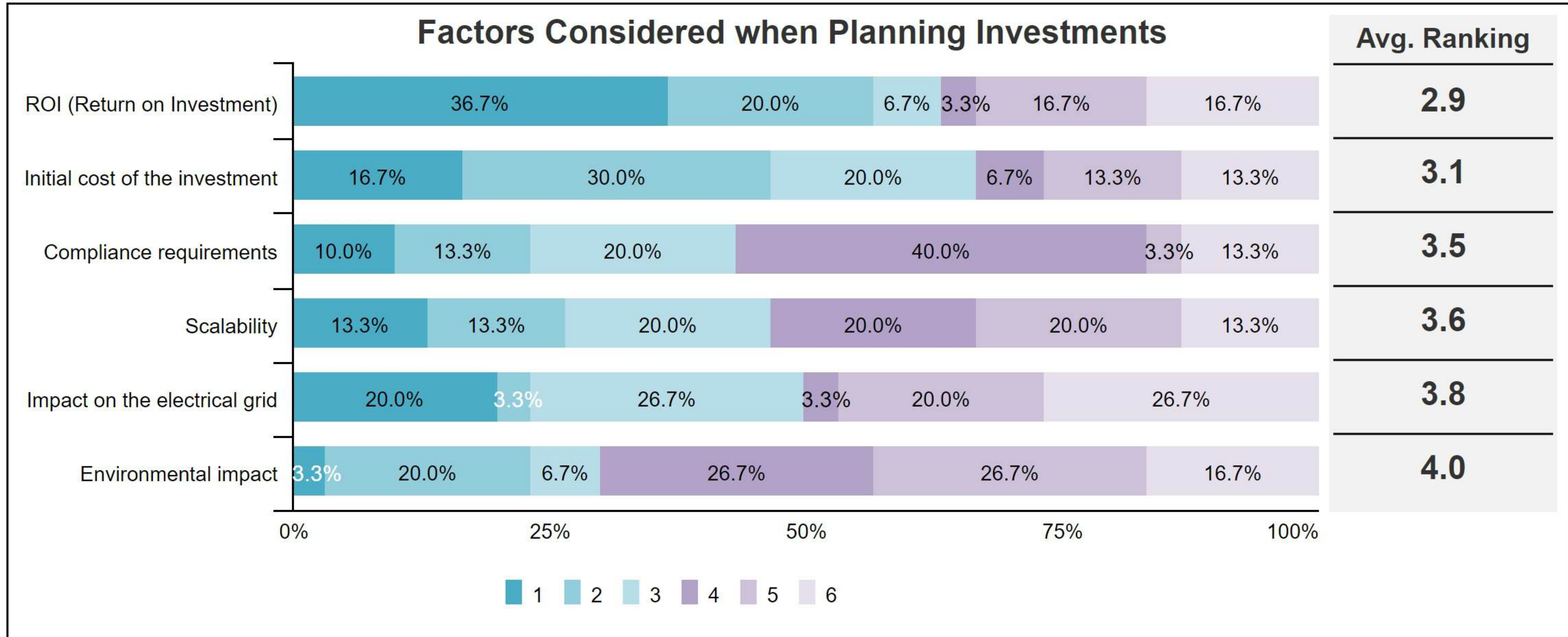


n=30

Q14 (Oversample Question): Other than electrification upgrades, what other upcoming investments, if any, is your organization making within the next 3 years? (Please select all that apply)
 Q16 (Oversample Question): How do you anticipate these investments will impact your energy costs? Please enter the percentage change you anticipate. If you do not anticipate a change, please select "no impact."

Power Delivery | Upcoming Investments

Predictably, return on investment (ROI) and initial cost of the investment are the most important factors for many when planning for upcoming investments. Interestingly, despite falling fifth in importance, one-fifth of customers find "impact on the electrical grid" as the most important factor when considering an investment.

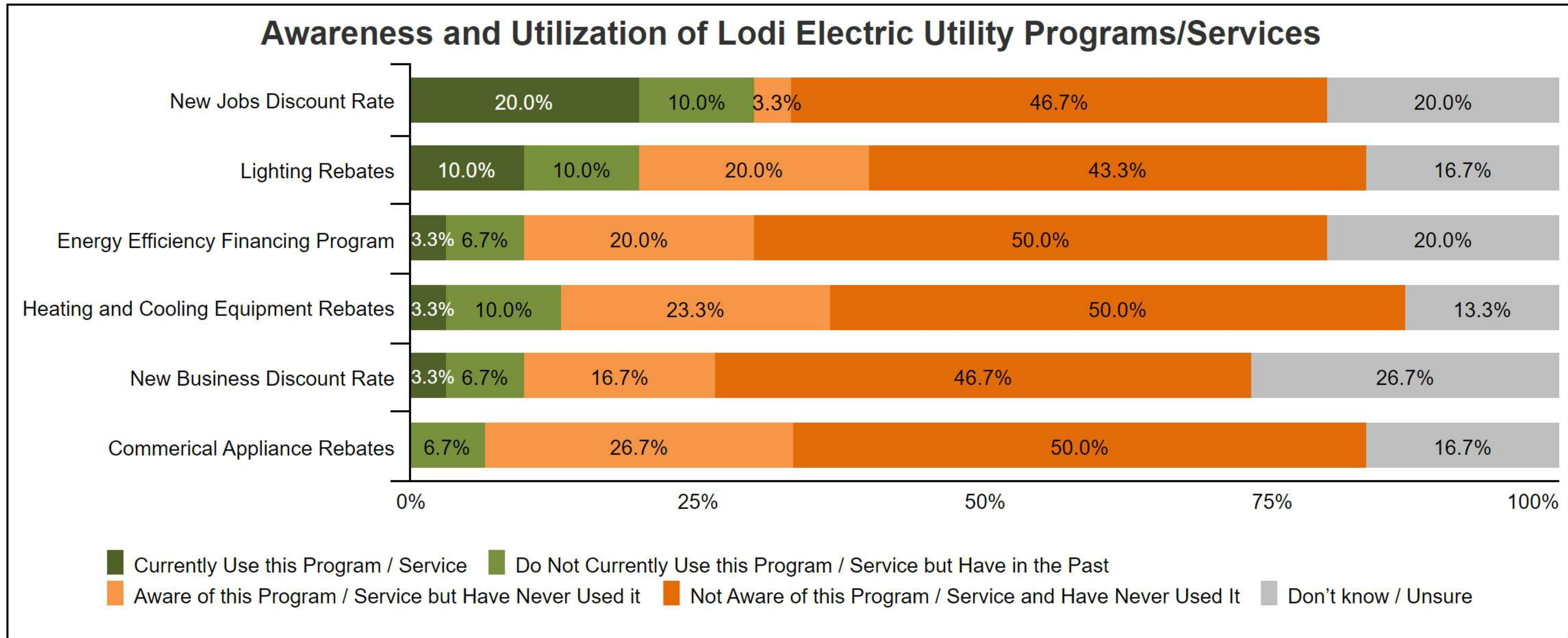


n=30

Q15 (Oversample Question): When planning for upcoming investments, which of the following factors do you consider? Please rank the following factors from one (1) to six (6) where one is the most important factor that you consider and six is the least important factor.

Programs/Services | Awareness and Utilization

Lodi Electric Utility's "New Jobs Discount Rate" has the highest utilization rate, with one-fifth of customers currently participating and 10.0% having participated in the past. Furthermore, 10.0% of customers are currently participating in Lodi Electric Utility's "Lighting Rebates" program, and 10.0% have participated in the past. Notably, no programs/services have an awareness rate above 40.0%.

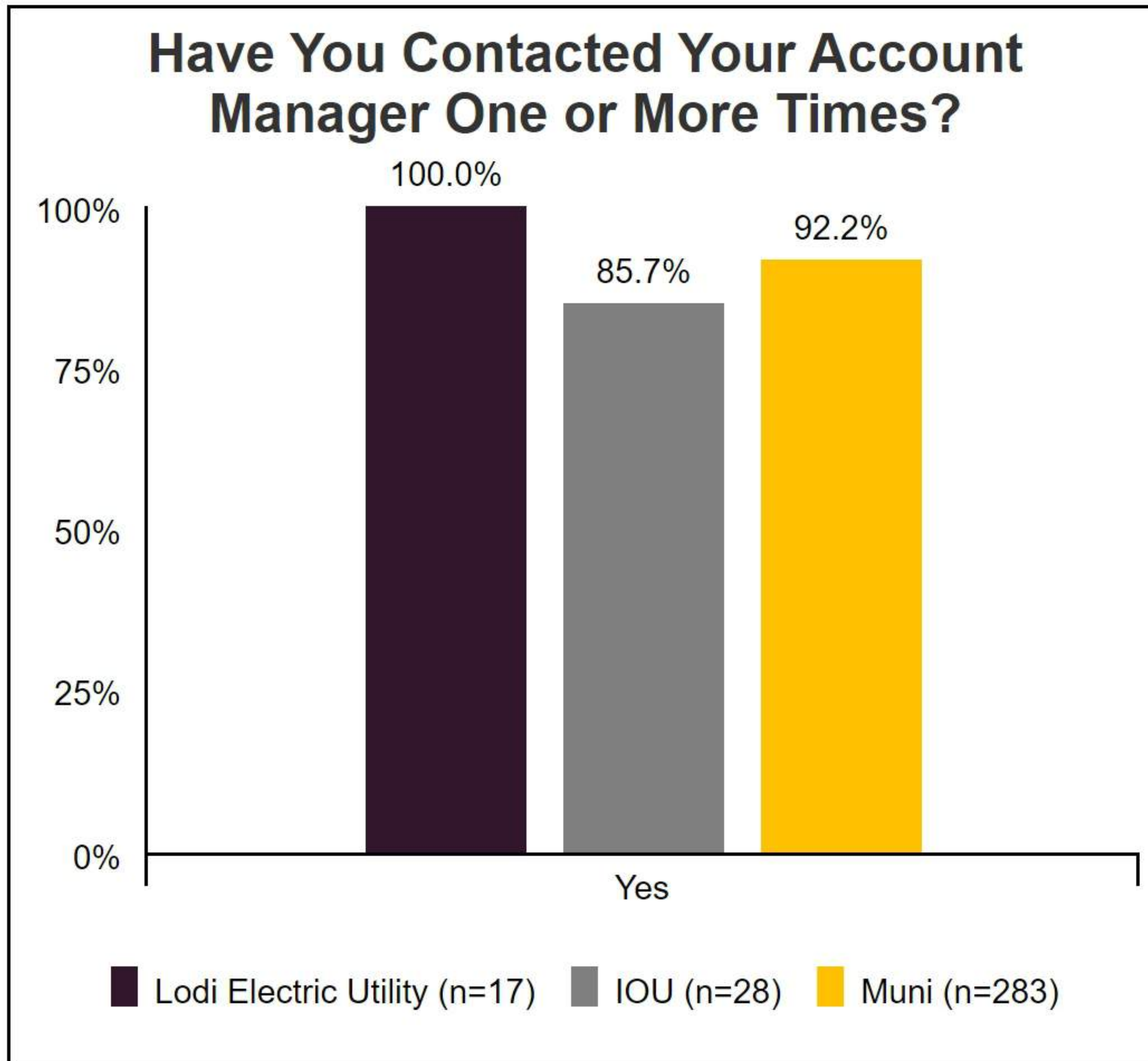


n=30

Q20 (Oversample Question): Below is a list of cost-saving programs/services offered by Lodi Electric Utility. Please indicate your awareness and/or utilization of each program/service.

Key Accounts | Satisfaction

Of the 17 Lodi Electric Utility customers who have an assigned key account manager, 94.1% provided positive ratings for their overall satisfaction with this key account manager. Notably, all customers provided positive ratings for key account managers' availability and ability to respond promptly. However, while still rated highly, key account managers' ability to act as a source of information about emerging technologies and their understanding of customers' organizations and how electricity is involved in their businesses slightly underperforms compared to 2024 municipal findings.



Key Account Manager Characteristic Ratings

Aggregate of 7-10 ratings shown; "Don't know" responses removed

	Lodi Electric Utility	IOU	Muni
Easy to reach	100.0%	75.0%	86.3%
Promptly responds	100.0%	78.6%	86.3%
Provides money-saving advice	86.7%	75.0%	83.5%
Performs as a "valued energy partner" for you	82.4%	82.1%	85.5%
Acts as a source of information about emerging technologies and how they benefit you	81.3%	78.6%	84.6%
Understands what your organization does and how electricity is involved in your business	80.0%	78.6%	85.3%
Overall Satisfaction with Key Account Manager	94.1%	75.0%	85.6%

Cell color indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

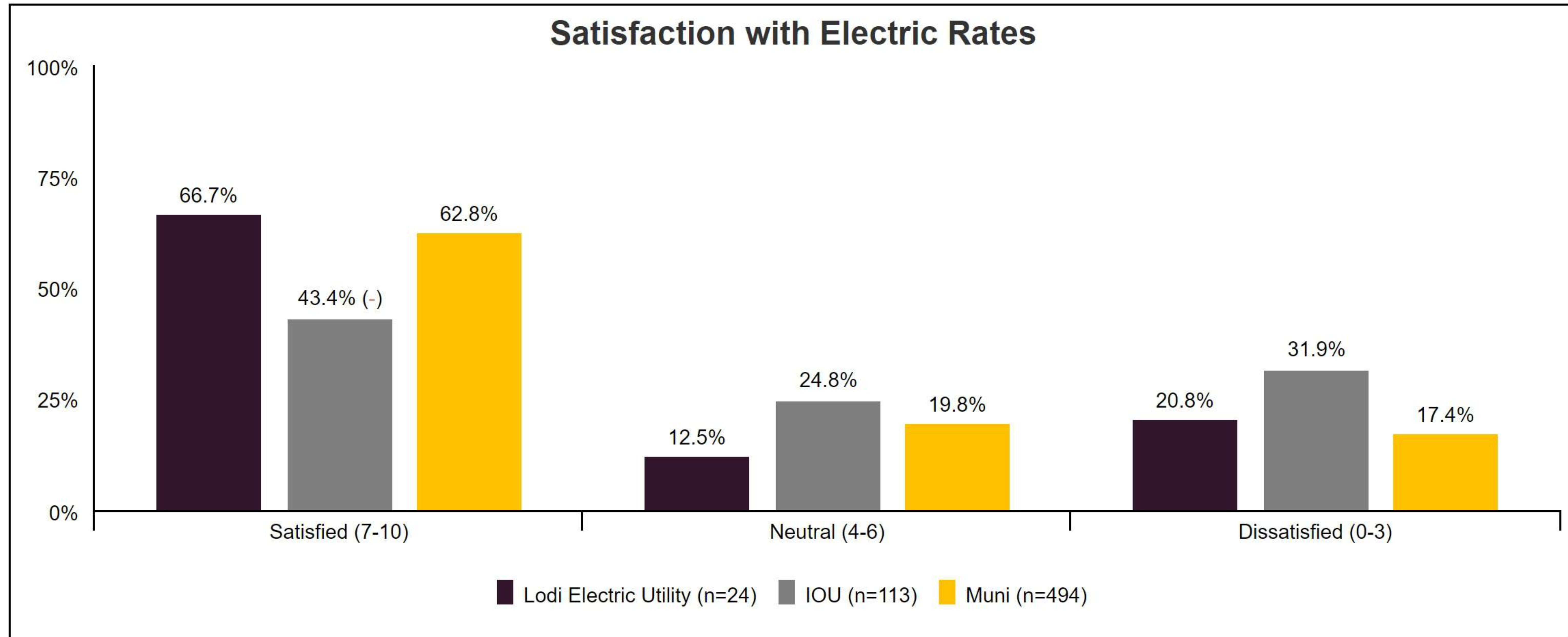
Q22: Have you communicated with Lodi Electric Utility's account manager one or more times, either in person, over the phone or through texting or email?

Q23: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," please rate your Lodi Electric Utility account advisor or manager on the following characteristics:

Q24: On a scale of zero to ten, where zero (0) is "poor" and ten (10) is "excellent," please rate Lodi Electric Utility's key account advisor or manager on the overall job they do for your organization?

Pricing | Satisfaction with Rates

Two-thirds of Lodi Electric Utility customers were satisfied with the price they pay for electricity, slightly more than municipal respondents overall in 2024 (+3.9 percentage points) and significantly more than IOU respondents overall (+23.3 percentage points).



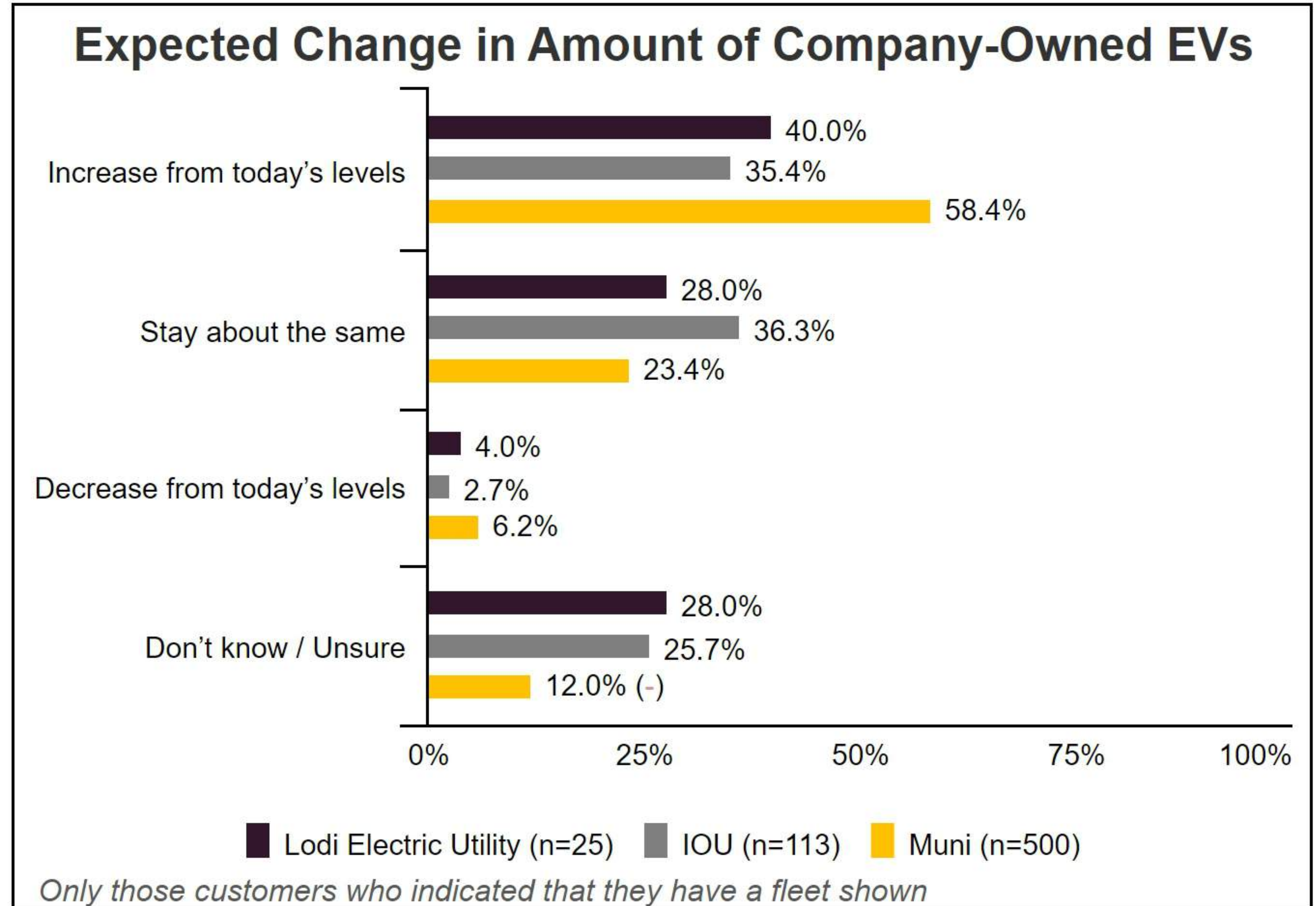
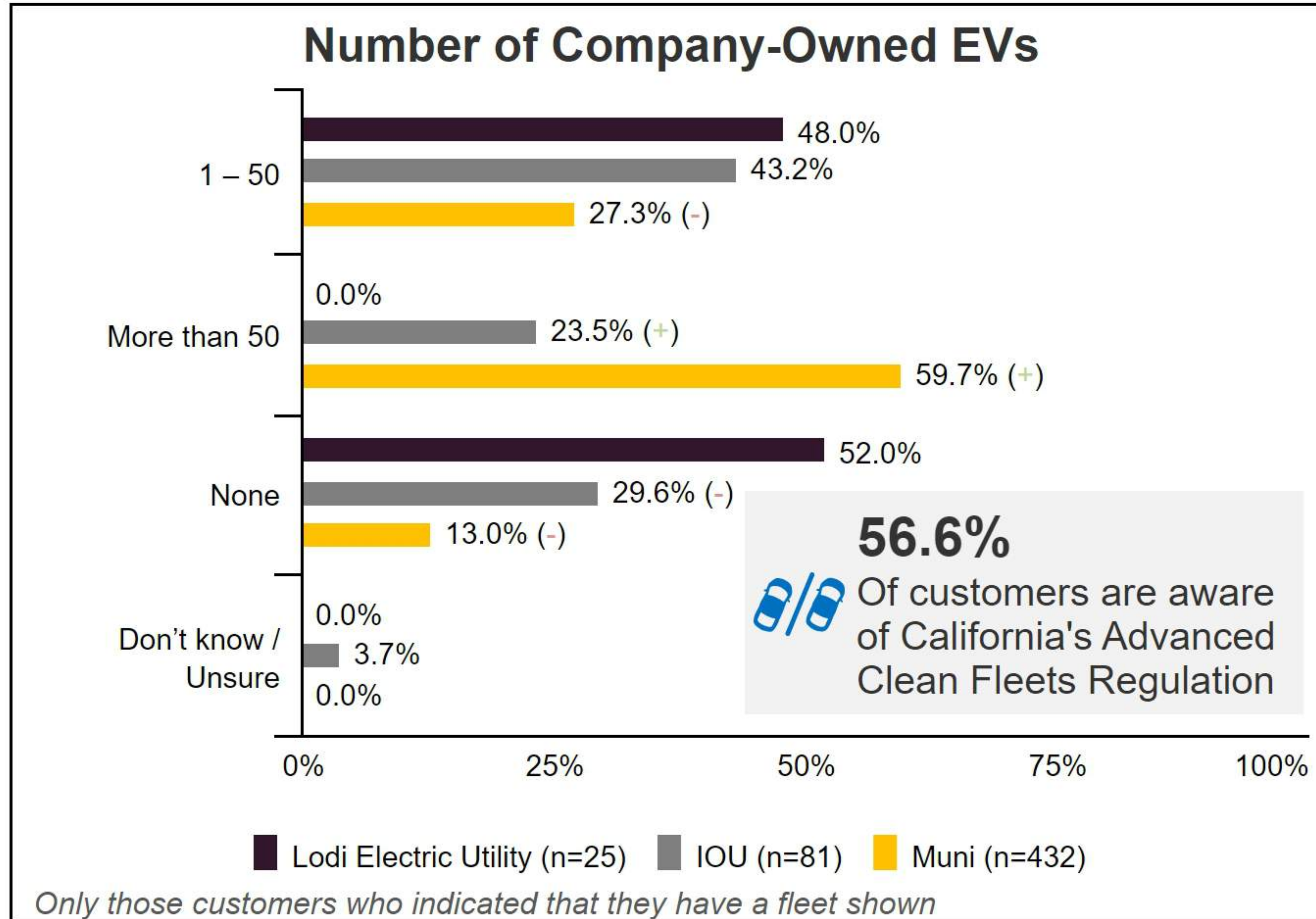
"Don't know" responses removed

Q25: On a scale of zero to ten, where zero (0) is "very dissatisfied" and ten (10) is "very satisfied," please rate your satisfaction with Lodi Electric Utility on the price you pay for electricity.

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Electric Vehicles | Fleet Size & Expected Change

Just under half of Lodi Electric Utility customers have electric vehicles (EVs) in their company's fleet, significantly fewer than municipal respondents overall (-39.0 percentage points). However, the data suggests more customers will expand their EV fleets/acquire EVs for their fleet in the future, as two-fifths of Lodi Electric Utility customers plan to expand/acquire them.



Q29: How many electric vehicles do you have, if any?

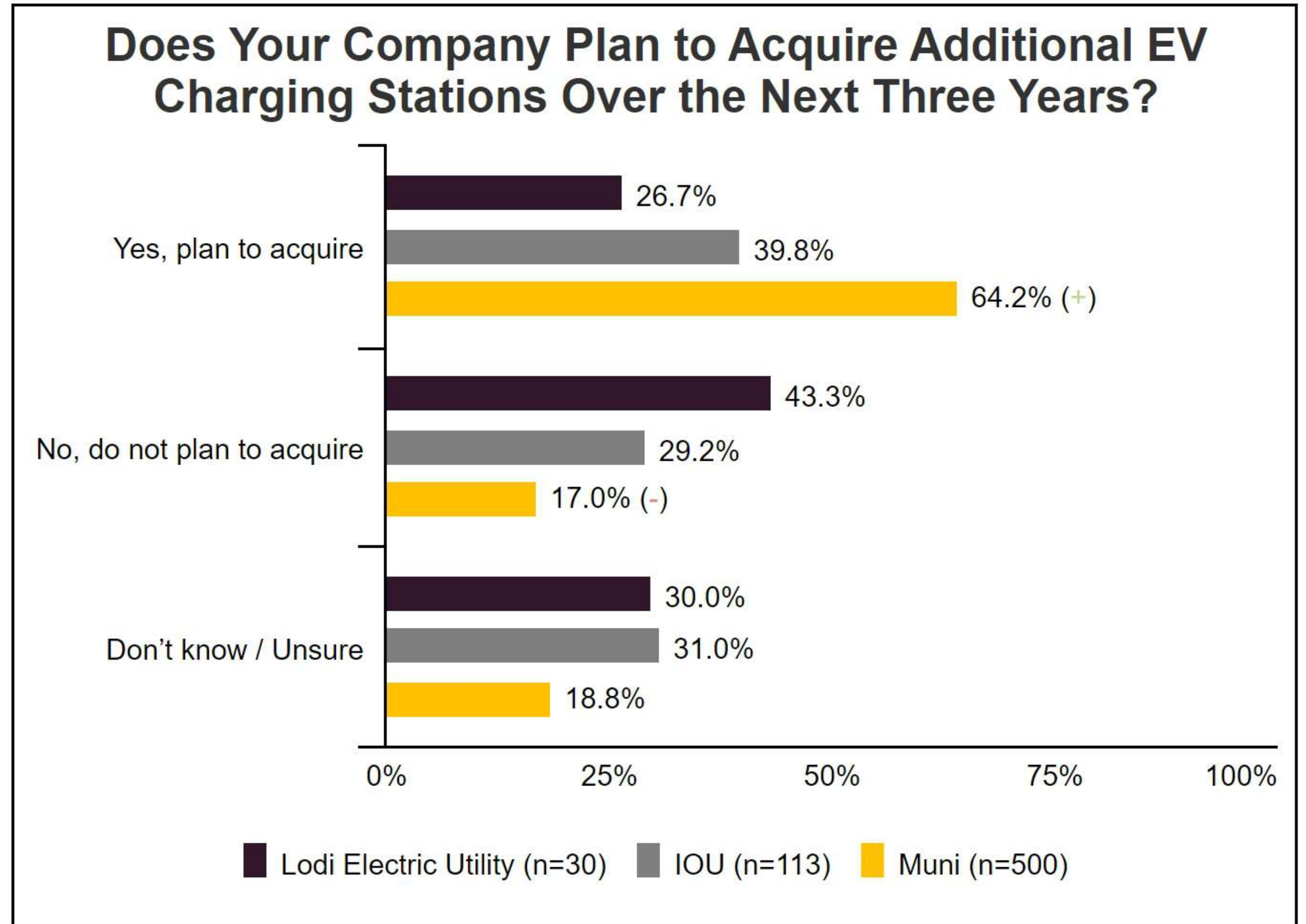
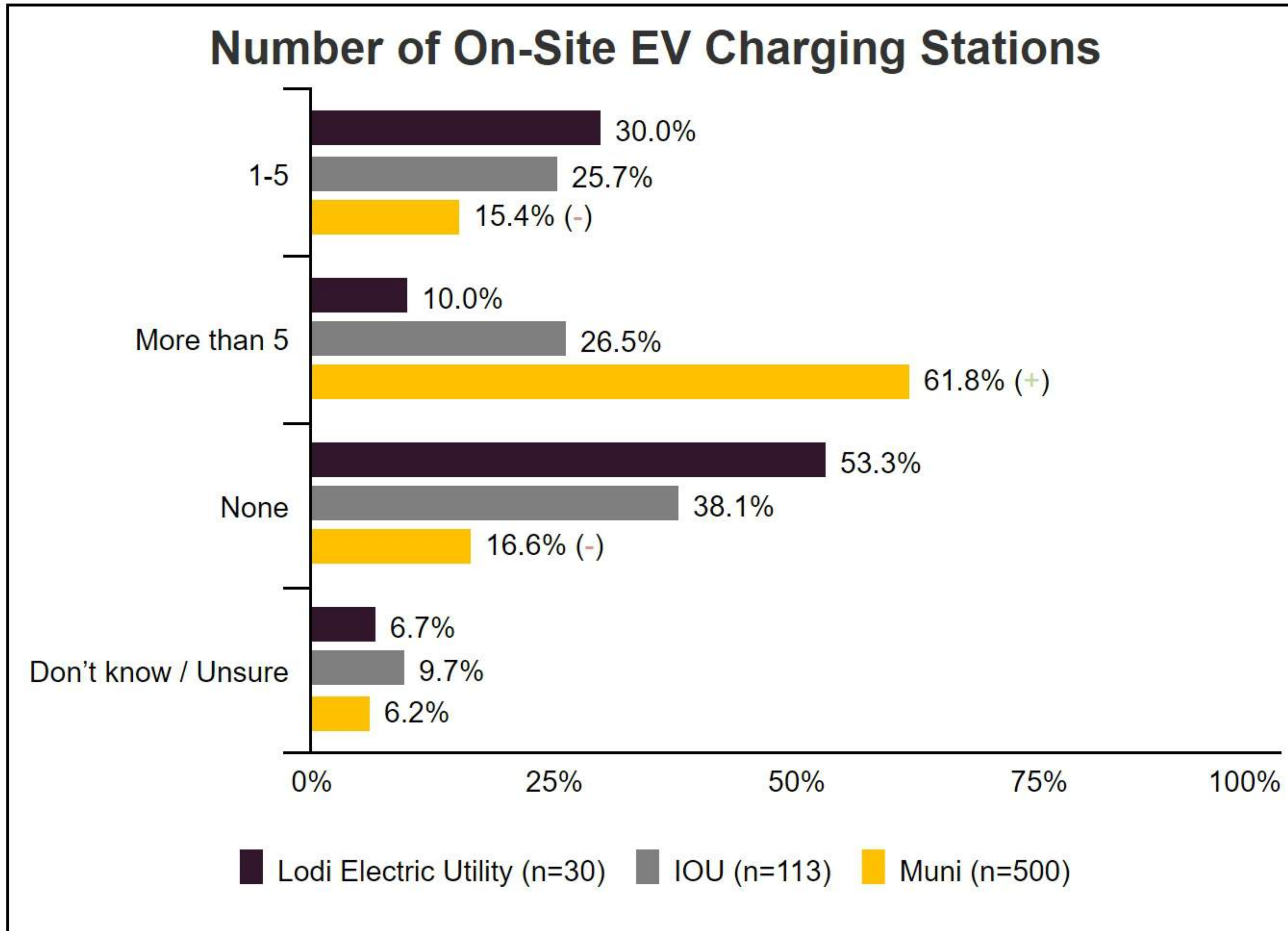
Q30: In the future, do you expect the number of electric vehicles (EVs) in your organization's fleet to...

Q34 (Oversample Question): How aware are you of California's Advanced Clean Fleets Regulation focusing on zero-emissions medium-and heavy-duty vehicles?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Electric Vehicles | Charging Stations

Two-fifths of Lodi Electric Utility customers have on-site electric vehicle charging stations, significantly fewer than municipal customers overall (-37.2 percentage points). As with EVs, the data suggests more Lodi Electric Utility customers are likely to either acquire or install additional on-site electric vehicle charging stations in the next three years, as 26.7% plan to acquire/install them.



Q31: Does your organization have any electric vehicle charging stations on-site? if so, how many?

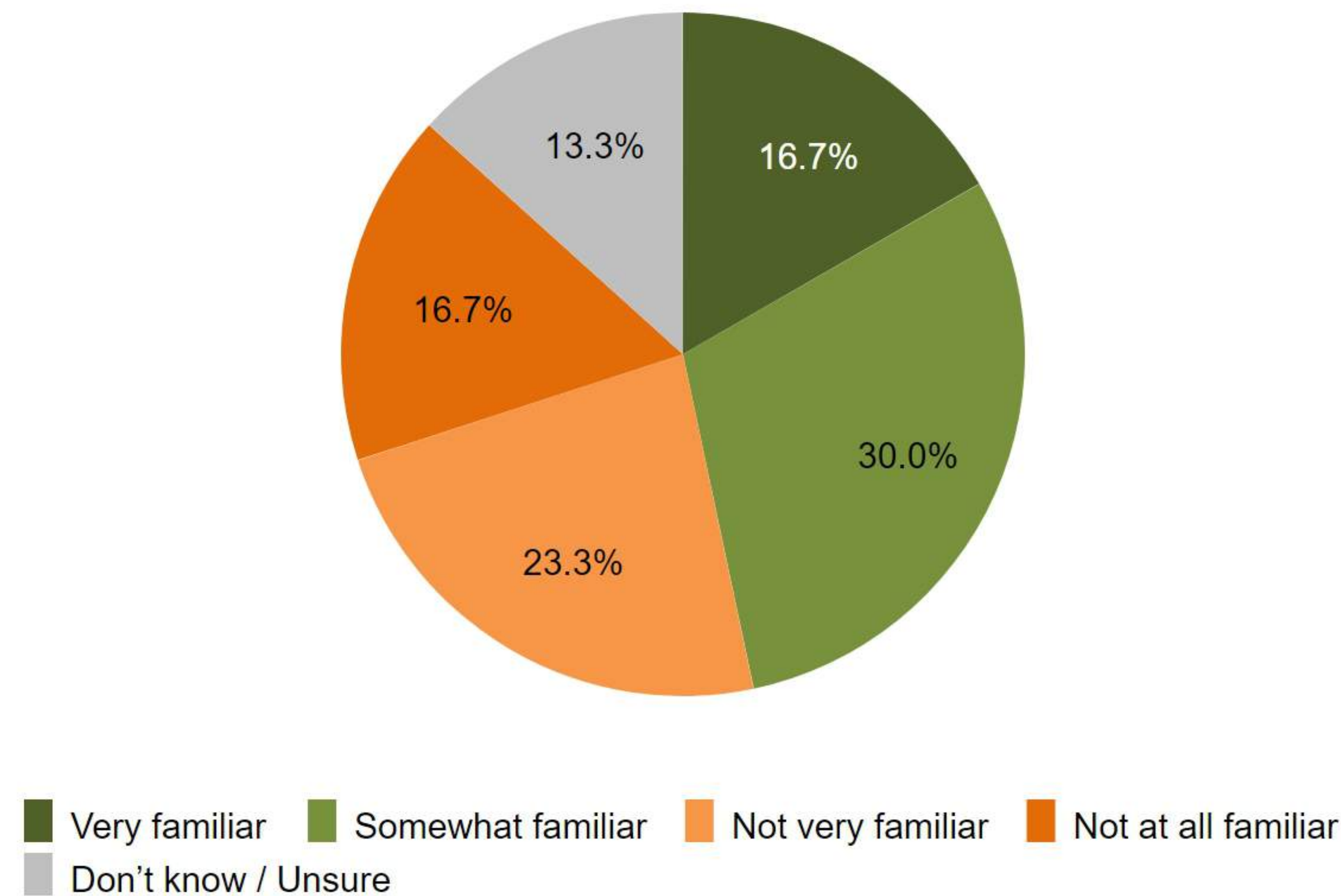
Q32: Does your organization plan to acquire (additional) electric vehicle charging stations over the next three years?

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

Battery Storage | Familiarity and Interest

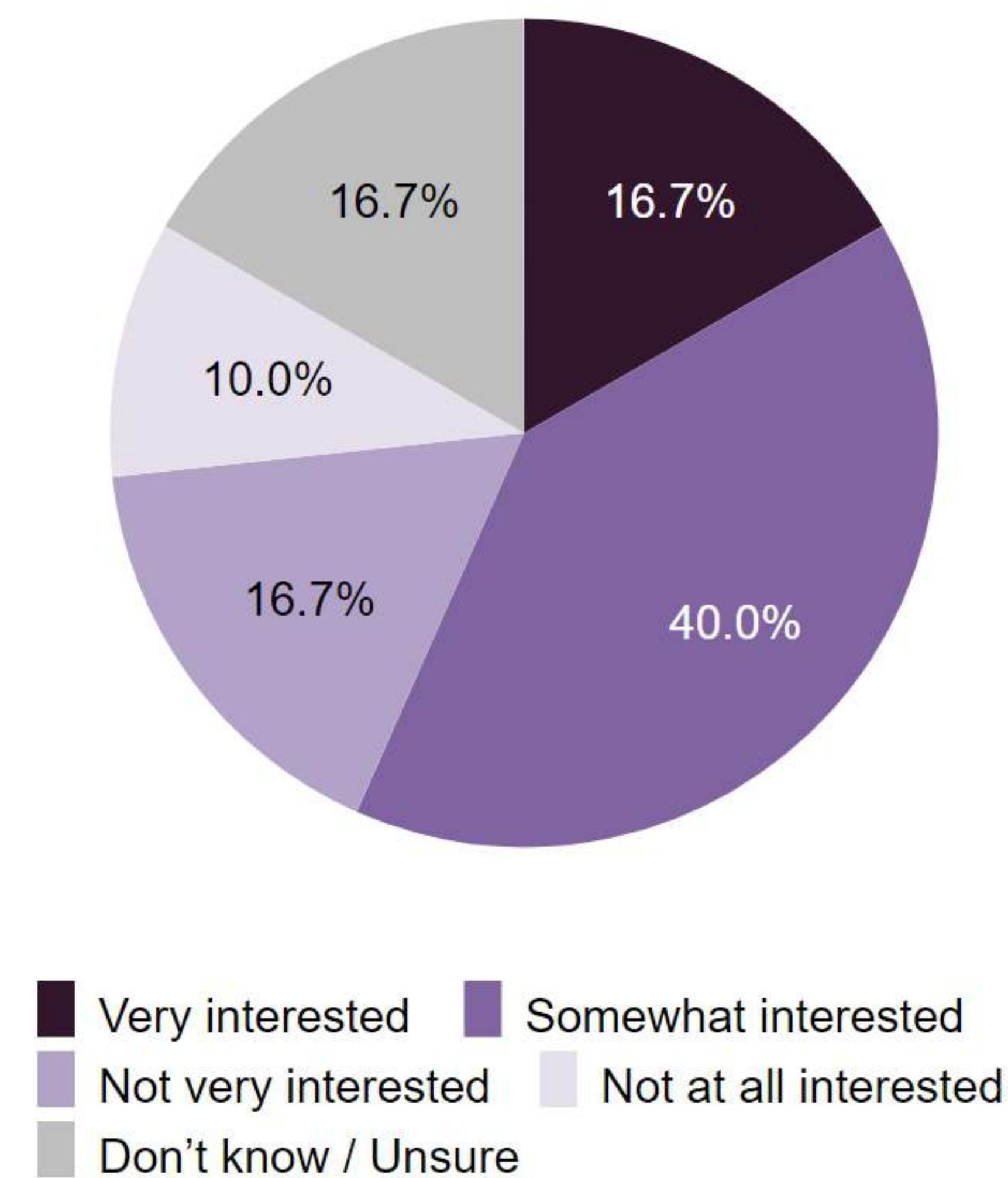
Prior to taking the survey, nearly one-half of Lodi Electric Utility customers (46.7%) were aware of energy storage systems, in general. However, interestingly, after reading a description of energy storage systems, over one-half of Lodi Electric Utility customers (56.7%) are interested in installing energy storage systems. Some of the most common motivating factors to installation are to "help lower electric bill," have a "backup power source during outages," and to "maximize the benefits of solar panels."

Familiarity with Energy Storage Systems



n=30

Interest in Energy Storage System



n=30

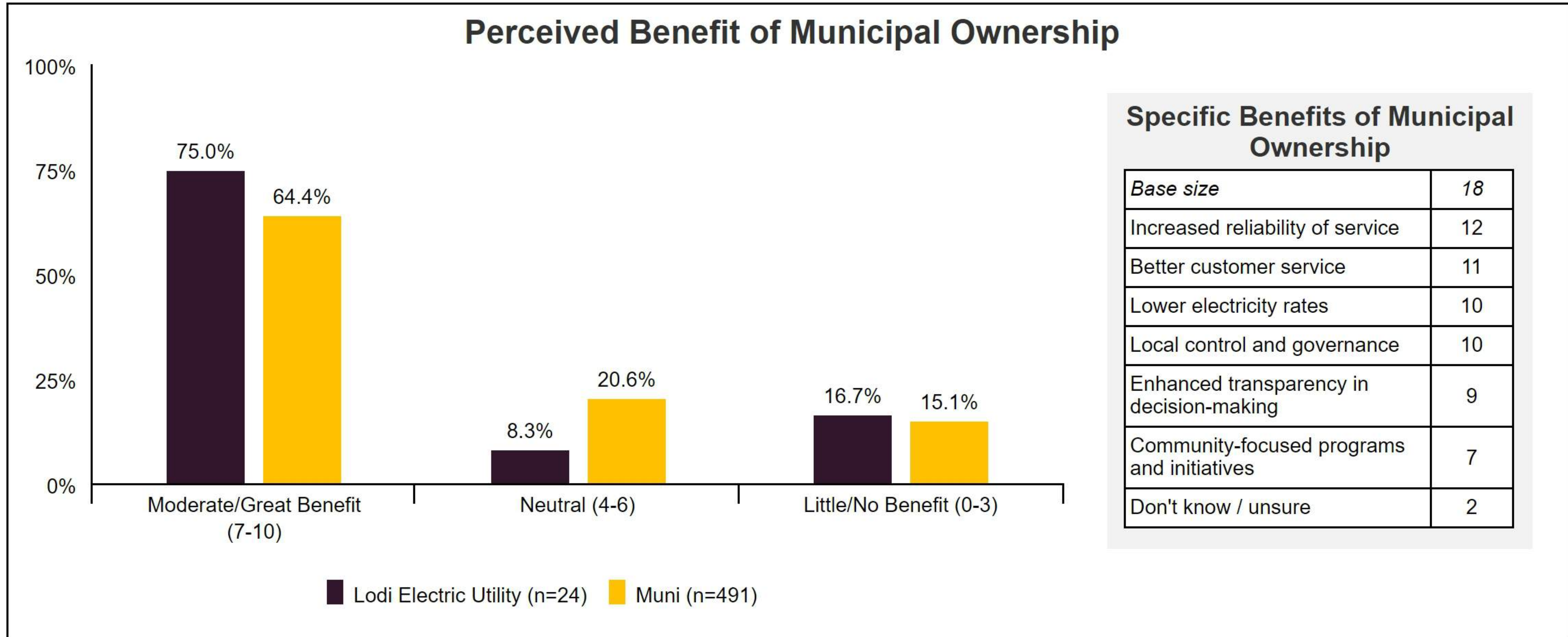
Motivations to Install an Energy Storage System

Base size	17
Help lower my electric bill	12
Backup power source during outages	10
Maximize the benefits of solar panels	10
Make our organization more energy independent	9
Greater control over our energy usage	7
Lower my carbon emissions	6
Don't know / unsure	1

- Q35 (Oversample Question): How familiar would you say you are of energy storage systems in general?
 Q36 (Oversample Question): How would you rate your level of interest in installing an energy storage system?
 Q37 (Oversample Question): What would motivate you to install an energy storage system? (Select all that apply)

Utility Preference | Benefit of Municipal Ownership

Three-quarters of Lodi Electric Utility customers believe the local area benefits from having a community-owned municipal utility, higher than municipal respondents overall in 2024 (+10.6 percentage points). Specific benefits cited most often by Lodi Electric Utility customers are "increased reliability," "better customer service," lower electricity rates," and "local control and governance."



Specific Benefits of Municipal Ownership

Base size	18
Increased reliability of service	12
Better customer service	11
Lower electricity rates	10
Local control and governance	10
Enhanced transparency in decision-making	9
Community-focused programs and initiatives	7
Don't know / unsure	2

"Don't know" responses removed

Q41: On a scale of zero to ten, where zero (0) is "no benefit" and ten (10) is "great benefit," how much benefit does the local area realize from having a community-owned municipal utility?

Q42 (Oversample Question): What do you believe are some of the benefits of a public power utility? (Select all that apply)

(+/-) indicates statistical significance at a 95% confidence level, denoting whether the data point is higher or lower than the 2024 Lodi Electric Utility results

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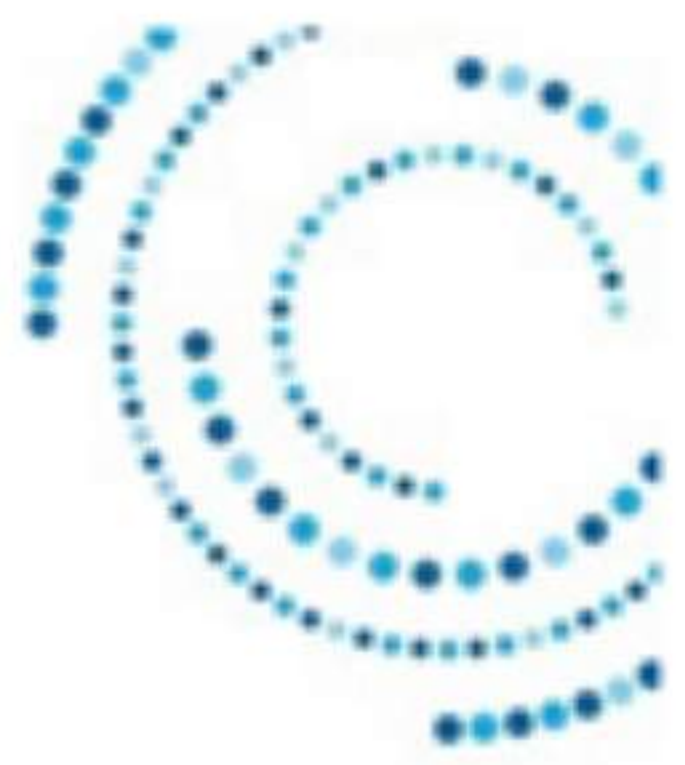
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SECTION FOUR
Considerations

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Aggregate Data (Provided Separately)



Considerations



Enhancing Program Awareness to Support Customer Priorities

Lodi Electric Utility customers have expressed a strong interest in expanded programs and rebates for efficiency and conservation. This presents an opportunity for Lodi Electric Utility to strengthen communications about its existing programs while addressing customers' evolving needs. Increased awareness of these offerings can also support customers' expanding investments in electric vehicles (EVs), EV chargers, and battery storage systems.

Suggestions for Action:

- **Expand Communication Efforts:** Develop/expand targeted outreach campaigns to promote Lodi Electric Utility's programs and rebates, emphasizing how they help reduce costs and improve efficiency.
- **Consolidate and Abbreviate Information:** In these targeted campaigns, consolidate the abundant information on Lodi Electric Utility's several incentive programs and rebates found on the Lodi Electric Utility website into a one-sheeter emphasizing cost savings and energy efficiency gains, with links included navigating customers to pages with more in-depth information.
- **Link Programs to Customer Investments:** Highlight how Lodi Electric Utility's offerings can support EV adoption, charger installation, and battery storage, connecting these programs to customers' real-world priorities.
- **Utilize Multiple Channels:** Use a mix of digital platforms, direct mail, and in-person events to ensure maximum visibility and engagement across customer segments.
- **Provide Case Studies or Success Stories:** Showcase customers who have successfully utilized Lodi Electric Utility's programs to achieve efficiency gains or sustainability goals, creating relatable examples.

By increasing awareness of its programs and aligning them with customer priorities, Lodi Electric Utility can address a growing demand for efficiency and conservation while supporting its customers' sustainability investments. These efforts will not only drive program participation, but also strengthen Lodi Electric Utility's role as a trusted energy partner.

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WHAT'S NEXT.



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GreatBlue Research



COUNCIL COMMUNICATION

AGENDA TITLE:

Receive Report and Adopt a Resolution Approving Fiscal Year 2024-25 Mid-Year Budget Adjustments; Adding One Administrative Services Director/Chief Financial Officer Position, Two New Customer Service Representative Positions, One Budget Analyst Position, Two Associate Planners and a Program Coordinator (Rental Coordinator) Position; and Reclassifying a Transit Planner Position, Human Resources Manager Position, and Information Technology Manager Position (ISD - BUD)

MEETING DATE:

April 2, 2025

PREPARED BY:

Jennelle Baker, Budget Manager

RECOMMENDED ACTION:

Receive a Report and Adopt a Resolution Approving Fiscal Year 2024-25 Mid-Year Budget Adjustments; Adding One Administrative Services Director/Chief Financial Officer Position, Two New Customer Service Representative Positions, One Budget Analyst Position, Two Associate Planners and a Program Coordinator (Rental Coordinator) Position; and Reclassifying a Transit Planner Position, Human Resources Manager Position, and Information Technology Manager Position.

SUMMARY:

Each year, the City of Lodi prepares a Mid-Year Budget update recommending changes in appropriations to continue operations and projects during the year. At a Special Meeting on April 1, 2025, staff provided an informational presentation to the City Council on the proposed changes to the Fiscal Year 2024-25 Budget. The report below summarizes where we began the fiscal year with the adopted budget, discusses a number of revisions that were made and then provides detail about recommended changes. The recommended updates to the Fiscal Year 2024-25 Budget include updates to revenue estimates based on best available information.

There are several changes to expenditures that include public safety overtime and capital expenditures. General Fund appropriation increases are offset by transfers in from other funds for appropriate cost allocation. The mid-year budget adjustments are recommended to ensure the efficient stewardship of public resources and make prudent investments in the future of Lodi. Staff recommends additional positions and position changes to address significant internal control issues disclosed in prior City Council meetings. Restoring internal controls and addressing existing deficiencies will provide improved stewardship. Investments in Lodi's future include the allocation of funds to prepare a comprehensive General Plan update and the addition of two Planner positions in Community Development to accommodate anticipated growth.

The recommended changes are built into the City's updated Long-Range Financial Forecast, which shows that the City General Fund remains balanced through 2034.

BACKGROUND INFORMATION:

The City Council adopted the Fiscal Year 2024-25 Budget on June 20, 2024 (Resolution 2024-113). The Budget sets the priorities for funding services within the City of Lodi for the fiscal year. The General Fund

COUNCIL COMMUNICATION

adopted Budget for FY 2-24-25 was balanced at \$83,606,240 estimated revenue and expenses with a Citywide budget of \$286,876,515 estimated revenue and \$276,676,890 estimated expenses. However, the adopted budget forecast an ongoing structural deficit of more than \$6 million over the ensuing five years.

The 2023-24 audit is now finalized, the unrestricted fund balance on June 30, 2024 is expected to increase by \$2.36 million. Of this amount, \$1 million was already included in the presentation of the Long-Range Financial Forecast that Council received on February 26, 2025. The increase of \$1.36 million is included in the updated Long-Range Financial Forecast. Although the City Treasurer has the authority to redirect these funds to the Pension Trust, this action will be considered later as part of a review of the Annual Comprehensive Financial Report. No action is recommended for the ending fund balance at this time. The fiscal year 2023-24 audit was completed and final numbers were submitted to the State Controller by the extended due date of March 31, 2025. The Annual Comprehensive Financial Report will be compiled and presented to Council in the coming weeks.

This information from the adopted budget is shown in Table 1:

Table 1			
City of Lodi Fiscal Year 2023-24 Ending Balance and 2024-25 Adopted Budget			
	General Fund	All Other	
	Adopted	Funds	
	<u>FY24 /25</u>	<u>FY24/25</u>	<u>Total</u>
Beginning Fund Balance	25,856,743	114,766,510	140,623,253
Revenues	83,606,240	203,270,275	286,876,515
Expenditures	83,606,240	193,070,650	276,676,890
Net Difference	0	10,199,625	10,199,625
Restricted Fund Balance	18,657,876	0	18,657,876
Ending Fund Balance	7,198,867	124,966,135	132,165,002

After the adoption of the budget, several revisions are made in accordance with the approved Budget and Fiscal Policies. These adjustments include items in progress from the previous fiscal year that “roll forward” to continue work and Council approved adjustments that occurred earlier in the fiscal year.

The current fiscal year 2024-25 General Fund revised revenue budget is \$90,032,933. This is due to two items. The first item is an increase of \$6.42 million for the carryover of remaining American Rescue Plan Act (ARPA) Capital revenue. The ARPA funds are one-time funds approved on March 2, 2022, (Resolution 2022-63). Remaining funds can be re-appropriated per the Budget and Fiscal Policies until project completion. The second item is an additional \$5,000, representing an appropriation of a donation from the Lodi Fire Foundation (Resolution 2024-191 approved on November 20, 2024).

The original and revised fiscal year General Fund 2024-25 revenue budget is shown below:

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Table 2			
Revenue Category	2025 Adopted Budget	2025 Revised Budget	Delta
Interfund Credit	9,981,830	9,981,830	0
Taxes	55,484,780	55,484,780	0
Licenses & Permits	78,990	78,990	0
Fines/Forfeits & Penalties	1,112,720	1,112,720	0
From Use of Money/Investment	4,618,200	4,618,200	0
Miscellaneous Revenue	849,210	849,210	0
Intergovernmental	9,220,800	9,220,800	0
Charges for Services	2,259,710	2,264,710	5,000
ARPA	0	6,421,693	6,421,693
Grand Total	83,606,240	90,032,933	6,426,693

The current revised expense budget is \$91,681,233, an increase of approximately \$8.1 million. The revisions consist of:

- Carryover of remaining American Rescue Plan Act (ARPA) Capital expense in the amount of \$6,421,693. The ARPA funds are one-time funds approved on March 2, 2022, (Resolution 2022-63) and are allowed per the Budget and Fiscal Policies to carry forward until project completion;
- Carryover of \$100,000 in one-time funds for the Economic Development Strategic Plan approved June 5, 2024 under Resolution 2024-112 budgeted within the City Manager - Economic Development budget;
- Carryover of \$750,000 in one-time funds for the Downtown Specific Plan budgeted within the Non-Departmental budget;
- Carryover of \$702,300 for the Assistance to Firefighters Grant award for paramedic training and overtime (Resolution 2023-02 approved on January 4, 2023);
- Appropriation of funds for a donation of \$5,000 from the Lodi Fire Foundation in accordance of Resolution 2024-191 approved on November 20, 2024;
- Carryover of \$78,000 for ARMIS Essential Asset Vulnerability Management in the Internal Services - Information Technology budget (Resolution 2024-77 approved on May 15, 2024); and
- Carryover of \$18,000 for security cameras at Hutchins Street Square budgeted in the Internal Services - Information Technology budget (Resolution 2024-75 approved on May 15, 2024).

Other budget revisions were made under the City Manager's Budget and Fiscal Policies authority between General Fund accounts to cover contractor costs with Baker Tilly and to move postage costs from Non-Departmental to Internal Services - Revenue where the current contract is managed.

The original and revised fiscal year 2024-25 expense budget is shown in Table 3 below:

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Table 3			
Department	FY 24/25 Adopted Budget	FY 24/25 Revised Budget	Delta
City Attorney	1,323,130	1,323,130	0
City Clerk	778,110	778,110	0
City Manager	1,864,000	2,007,900	143,900
Community Improvement	511,660	511,660	0
Fire	18,038,330	18,745,630	707,300
Internal Services	7,436,340	7,836,440	400,100
Library	98,970	98,970	0
Non-Departmental	16,916,120	17,318,120	402,000
Police	31,323,700	31,323,700	0
Public Works	4,331,080	4,331,080	0
Community Facilities District	984,800	984,800	0
ARPA	0	6,421,693	6,421,693
Grand Total	83,606,240	91,681,233	8,074,993

Indirect Cost Allocation

Cost allocations are included in the fiscal year 2024-25 mid-year recommended budget projection. Cost allocation was not done at mid-year in past years, even when allowable expenses were incurred. When appropriate cost allocation is not included, the General Fund bears a disproportionate share of the cost of enterprise and other activities.

Cities conduct cost allocation to fairly distribute indirect costs across programs, ensuring financial transparency, budget efficiency, and maximum reimbursement from grants. Indirect costs consist of services shared by all departments and include functions such as Human Resources, Payroll, Information Technology and much more. While the City's current plan provides for cost allocation during the annual budget process, it is equally important for mid-year appropriations to be cost allocated to prevent budget imbalances and ensure accurate cost distribution. When cost allocation is not applied, the General Fund subsidizes the Enterprise Funds by absorbing actual costs of doing business that are directly attributable to other funds and places additional strain on the City General Fund. The current average Citywide cost allocation is 31% General Fund and 69% all other funds, and the proposed adjustments account for these allocation percentages.

Mid-Year Budget

The review this year was delayed due to the lack of closed and audited numbers from the prior fiscal year. Below is a discussion of the recommended budget adjustments and staffing changes. The FY 2023-24 is now closed and the audit is complete.

Mid-Year General Fund Revenues

General Fund revenues are currently estimated to exceed the original projection by \$2.53 million, primarily due to interest income that was not included in the original adopted budget, an increase in property tax revenue, and a one-time true-up of the lease agreement rent with the Judicial Council of California for the 215 West Elm Street Lodi Branch Court. The latest projections from HdL, the City's sales tax consultant, indicate a decrease of \$1.2 million in sales taxes revenue compared to the 2023 fourth quarter HdL projection originally used for budget adoption.

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The revised budget estimated General Fund revenue at \$90,032,933. The mid-year revenue projection is \$92,566,211, representing an increase in revenue of \$2.53 million. The Table 4 below shows General Fund revenue projections for the categories with mid-year adjustments compared to the revised budget.

Revenue Category	2025 Adopted Budget	2025 Revised Budget	Mid-Year Recommended	Delta
Interfund Credit	9,981,830	9,981,830	10,579,698	597,868
Taxes	55,484,780	55,484,780	54,943,650	-541,130
Licenses & Permits	78,990	78,990	78,990	0
Fines/Forfeits & Penalties	1,112,720	1,112,720	1,112,720	0
From Use of Money/Investment	4,618,200	4,618,200	6,863,080	2,244,880
Miscellaneous Revenue	849,210	849,210	1,080,870	231,660
Intergovernmental	9,220,800	9,220,800	9,220,800	0
Charges for Services	2,259,710	2,264,710	2,264,710	0
ARPA	0	6,421,693	0	0
Grand Total	83,606,240	90,032,933	92,566,211	2,533,278

Mid-Year General Fund Expenditures

The overall General Fund expenses are projected to be \$1.15 million higher than the current revised budget of \$91,681,233, for a total General Fund appropriation of \$92,831,052. This increase is offset by a transfer in from other funds of \$597,868 for allowable cost allocation for a net General Fund impact of \$551,951. The expenditure increases are due primarily to Public Safety Overtime and new recommended positions. A large portion of the increase is due to the Fire Department sending staff out on Strike Team assignments to assist other governmental agencies where the cost is fully-reimbursable. The table below shows the General Fund expenditure projections by department. The Mid-Year Projection column incorporates the recommended adjustments. The new positions are detailed below in Table 10a.

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Department	FY 24/25 Adopted Budget	FY 24/25 Revised Budget	FY 24/25 Mid-Year Recommended	Delta
City Attorney	1,323,130	1,323,130	1,323,130	0
City Clerk	778,110	778,110	778,110	0
City Manager	1,864,000	2,007,900	2,128,726	120,826
Community Improvement	511,660	511,660	511,660	0
Fire	18,038,330	18,745,630	19,187,580	441,950
Internal Services	7,436,340	7,836,440	8,299,683	463,243
Library	98,970	98,970	98,970	0
Non-Departmental	16,916,120	17,318,120	17,331,920	13,800
Police	31,323,700	31,323,700	31,433,700	110,000
Public Works	4,331,080	4,331,080	4,331,080	0
Community Facilities District	984,800	984,800	984,800	0
ARPA	0	6,421,693	6,421,693	0
Grand Total	83,606,240	91,681,233	92,831,052	1,149,819

Mid-Year General Fund Capital

One General Fund Capital project contract was awarded on March 6, 2025 for Citywide Space Planning and Architectural Services in the amount of \$179,824 and had a budgeted amount of \$250,000. The savings from this project are recommended to be set aside in the General Fund balance. The Risk Division will seek proposals for a City-Wide Facility Safety Assessment. This assessment is important to ensure that buildings are safe for the City employees and community members. When the professional services agreement for these services is brought forward for approval, Council will be asked to appropriate these and likely additional funds for that purpose. The reduction to the Capital project is shown in Table 6.

General Fund Capital Project Requests	Amount
City-Wide Space Planning Architectural Service	(70,176)

Electric Utility

The Electric Utility (EU) projects an overall expenditure decrease of \$3.29 million, primarily related to power supply cost reductions, offset by labor cost increases which include the recently approved salary changes as a result of successful contract negotiations with IBEW. Power supply costs were impacted by more favorable hydrological conditions, combined with lower and less volatile market energy prices. The net decrease in EU's operating expenses is \$2.85 million combined with a net decrease of \$437,105 in capital projects (Table 7 below) representing the total EU expenditure decrease of \$3.29 million. The Capital request forms are attached.

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Electric Utility Capital Project Requests	Amount
12KV Overhead	150,000
12kV Underground	100,000
Streetlight Maint	(50,000)
230KV Interconnection	(468,500)
Substation Load Tap Chngr	(50,000)
Substation Relay Modernation	266,000
Henning Getaway Project	300,000
Substation Intrusive Maintenance Work	207,500
St of CA, Natural Gas Power Plant	(484,103)
61 kv Breaker Upgrades and Replace	80,000
Killelea Reconductor	(350,000)
LEU Operations Video Wall	(50,000)
Online Transformer Monitoring Project	15,000
Westgate Substation Pole Placement	(150,000)
Substation Maintenance	47,000
	(437,105)

Public Works

Staff recommends an increase of \$424,000 in capital projects as indicated in Table 8 below. Funding for these projects is derived from fund balance from Water PCE/TCE and Streets. The Capital request forms are attached:

Public Works Capital Project Requests	Amount
PCE/TCE Oversight	215,000
Signal Preventative Maintenance	160,000
Streets Project Planning	49,000
	424,000

Additional Mid-Year Adjustments

Enterprise and Special Funds are recommended to be adjusted according to the list below. Community Development recommends an appropriation increase of \$1,838,816 to fund a Comprehensive General Plan update and two new planner positions. Fire is allocating funds from the Equipment Replacement Fund for new treadmills, and Police are allocating funds from the Vehicle Replacement Fund for outfitting of a new vehicle. EU appropriations are included in their overall budget changes mentioned above and will be used to fund its share of the recommended new positions, in accordance with the citywide cost allocation plan for services received by EU from the various Administrative Services Divisions. The recommended adjustments include appropriate proportional funding in accordance with the cost allocation plan for CDD, Library, PRCS, Streets, Transit, Wastewater, and the Water Utility.

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Table 9

Department	Appropriation Adjustment
CDD	1,838,811
EU	231,311
Fire	18,000
Library	17,126
Police	60,000
PRCS	85,403
Streets	33,387
Transit	19,707
Wastewater	83,292
Water Utility	94,850

Community Development

The City successfully negotiated a favorable tax sharing agreement with the County of San Joaquin and received approval for its Housing Element. These efforts led to renewed opportunity for annexations to accommodate future growth and development. Related to these efforts, long-term planning focused on two areas of growth and specific land uses, a residentially-based plan for the area south of Harney Lane and an economic development focused jobs-based Industrial and Business Park Plan within our newly expanded 850-acre, Sphere of Influence (SOI) on the eastside of the City.

These long-term efforts coupled with the current Downtown Specific Plan and a potential Westside annexation created an overwhelming justification to complete an updated Comprehensive General Plan Amendment under one CEQA umbrella. The last General Plan Amendment was published in 2010, this proposed effort would be slated for publication by summer of 2027.

Personnel Adjustments

Staff recommends the addition of nine full-time positions, the deletion of two existing vacant positions, and the reclassification of one position. In the Table 10a and 10b below, the removal of the Human Resources Manager position is not showing any savings for this year as the appropriations have been used to fund the contract with MRG for Human Resources operational assistance.

Table 10a

General Fund Positions	Action	Department	Annual Cost	Mid-Year Est.	General Fund	Cost Allocated
Human Resources Deputy Director	Add	Human Resources	241,810	40,302	12,494	27,808
Human Resource Manager	Delete	Human Resources	223,950	-	-	-
Information Technology Deputy Director	Add	Information Systems	229,300	38,217	11,847	26,370
Information Technology Manager	Delete	Information Systems	213,836	(27,476)	(8,518)	(18,950)
AS Director/Chief Financial Officer	Add	Internal Services	273,168	45,527	13,005	32,523
Budget Analyst	Add	Internal Services	200,310	29,380	9,108	20,270
Customer Service Representative (2)	Add	Revenue	175,280	29,213.33	17,670	11,540

Table 10b

Non-General Fund Positions	Action	Department	Annual Cost	Mid-Year Est.
Associate Planners (2)	Add	CDD	262,250	43,708
Program Coordinator (Rental Coordinator)	Add	PRCS	110,730	27,680
Associate Transportation Planner	Reclass	Transit	144,250	5,580

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- Add one Human Resources Deputy Director - This position will oversee all Human Resources activities and actively participate in union negotiations. This position will assume high-level responsibilities previously held by the Assistant City Manager/Internal Services Director. On February 11, 2025, the City Council received a presentation on the assessment of Human Resources. The assessment identified significant issues including non-existent and out-of-date policies, inefficient procedures and a lack of capacity. A recommendation was made to make Human Resources a separate department of the City and create a Human Resources Director and other positions to support the new department. Although a separate department would benefit the City and improve services for employees, the existing fiscal constraints and competing priorities do not allow for a department. The mid-year recommendation was reduced to reallocate the HR Manager to an HR Deputy Director at an incremental increase of \$12,309 (salary only). Upgrading the HR function will help ensure the City is able to attain the high-level expertise needed to have updated policies and procedures that comply with state and federal laws and provide better stewardship for employees. The proposed annual salary for the new position is as follows:
- Deletion of one Human Resource Manager - The Human Resource Deputy Director will take the place of this position.

Human Resources Manager Salary Table (Delete)				
146,038	153,340	161,007	169,057	177,510
Human Resources Deputy Director Salary Table (Add)				
154,609	162,746	171,312	180,328	189,819

- Add one Information Technology Deputy Director - This position will oversee all Information Systems activities and will assume high-level responsibilities previously held by the Assistant City Manager/Internal Services Director in IT. The reallocation of the IT Manager to an IT Deputy Director at an incremental increase of \$9,947 (salary only) will help ensure the City is able to attain the high level of expertise needed to conduct strategic planning and provide the consistent operation of technology that is the foundation of municipal operations. The proposed annual salary for the new position is as follows:
- Deletion of one Information Technology Manager - The Information Technology Deputy Director will take the place of this position.

Information Technology Manager Salary Table (Delete)				
141,851	148,943	156,391	164,210	172,421
Information Technology Deputy Director Salary Table (Add)				
148,540	156,358	164,587	173,250	182,368

- Add one Administrative Services Director/Chief Financial Officer - This position will oversee all Internal Services and Finance divisions including Revenue, Budget, Accounting, Human Resources, and Information Technology. This position will assume many of high-level responsibilities previously held by the Assistant City Manager/Internal Services Director. On February 11, 2025 Council received a presentation on observations of the operations of the various Finance Divisions. Several very serious concerns were discussed that date back multiple years.

Council approved professional services agreements to help complete important Finance functions that are outstanding, and to begin to develop policies with improved controls. These services are temporary and staff lack the capacity and expertise to maintain current demands, complete overdue activities, and to make

COUNCIL COMMUNICATION

necessary improvements. A permanent resource is needed to manage these functions, ensure proper oversight, and implement lacking systems. An Administrative Services Director/Chief Financial Officer will provide the necessary leadership to plan and oversee the City’s fiduciary responsibilities, HR functions, and IT operations. The proposed annual salary for the position is as follows:

Administrative Services Director/Chief Financial Officer Salary				
183,773	193,445	203,627	214,344	225,625

- Add one Budget Analyst - This position will assist with enhanced budget development and oversight, quarterly budget reports to Council, and mastering the 30-year forecast model for continued use. The lack of staffing in Finance over the years contributed to overburdening the General Fund and the significant issues raised at the audit and internal controls presentation to Council. On February 26, 2025, Council received a presentation on the City’s Long-Range Financial Forecast. Additional resources are needed in Finance to ensure best practices are followed.
- Add two Customer Service Representatives - The presentation on Finance divisions observations included statistics about poor customer experiences and significantly long wait times for customers trying to pay their bills. These positions are recommended to reduce in-person and phone wait times, provide faster response to email inquiries, and improve compliance with current contracts providing the citizens of Lodi a better customer service experience with the City.
- Add two Associate Planners - These new positions will expand long-range Planning capacity. Both will assist in streamlining of project applications, the review process, administration of the Municipal Code, will be proactive in developing public education tools, and will substantially increase customer service by providing enhanced public engagement at the Planning counter.
- Add one Program Coordinator (Rental Coordinator) - The new position would allow staffing capacity to add weekday room rentals to Hutchins Street Square and Parks daily schedules. The Coordinator would be able to solicit and manage an additional 2-4 rentals per week bringing in approximately \$22,500-\$45,000 annually. This position would help Hutchins Street Square rentals reach 2019 levels with over 2,500 room rentals annually. This full time Rental Coordinator would replace the existing part time Program Coordinator.
- Reclass Associate Transportation Planner - The incumbent has been performing higher level duties for the past year and this action will add the classification in the Transit Planner series.

Associate Transit Planner Salary Table				
81,815.85	85,906.76	90,202.00	94,712.13	99,447.60

Exhibit A, attached to this report, specifies the line item budget adjustments needed for all of the above recommended mid-year adjustments.

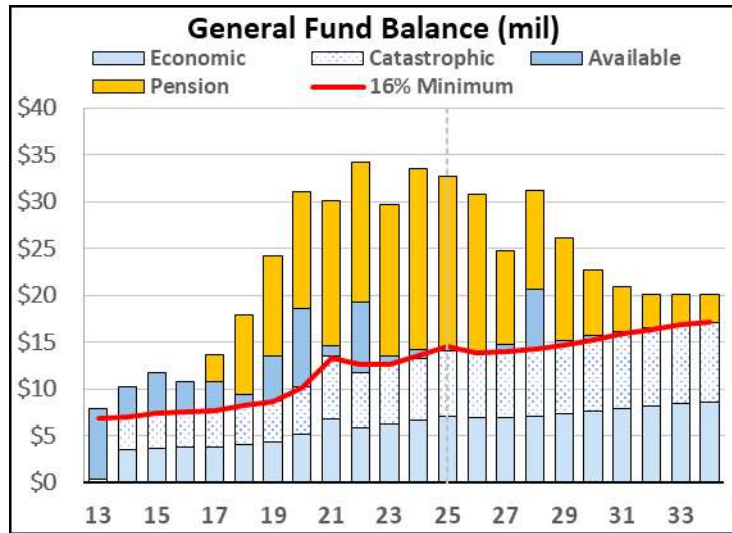
LONG-RANGE FINANCIAL FORECAST:

The mid-year budget adjustments are recommended with the value that the City will support a high quality of life and facilitate prosperity through economic development to build a solid foundation for Lodi’s future. The requested resources will improve the efficiency of the City stewardship of public resources and lead to an improved ability to invest in Lodi’s future. Efficiencies addressed in fiscal year 2024-25 include; the Library assessment, Human Resources assessment, Finance observations including Study Session report to Council, and the Long-Range Financial Forecast. Stewardship to the City that will be accomplished with the adoption

COUNCIL COMMUNICATION

of the mid-year budget are improvements in Human Resources, Finance and Accounting, utility billing and revenue services resources, and an internal control assessment. Mid-year also includes investments in our future with the addition of funding for the General Plan update, Community Development Planners, Economic Development Strategic Plan, and the Downtown specific plan (funded with one-time funds included in the revised budget).

With the recommended changes and the addition to the fund balance the Fiscal Year 2024-25 General Fund budget remains balanced. Many of the changes to revenues including the reduction in anticipated sales tax and the expenditure increases were included in the February 26, 2025 presentation of the Long-Range Financial Forecast. The presentation of the model also included a look at various additional positions, and supported the long-term fiscal sustainability of the positions being recommended for addition at this time. The model has been updated with the recommendations contained herein.



The chart above reflects the estimated fund balance increase from fiscal year 2023-24 and that the mid-year recommendations. The model maintains the General Fund at the 16% minimum level throughout the forecast. This projection includes base cost of living increases to all staff of 2% and includes labor market adjustments. The updated Long-Range Financial Forecast includes the recession predictor starting in FY27. Finally, the model includes anticipated savings beginning in FY 2025-26 based on prior study sessions and City Council guidance.

Anticipated Library Budget Adjustments

The updated Long-Range Financial Forecast includes an ongoing reduction of \$100,000 per year in General Fund transfers to the Library beginning in FY 2025-26. The Library Assessment Report presented to City Council on January 28, 2025 provided multiple alternatives based on the assessment of current operations and funding. The anticipated \$100,000 reduction was the minimum level of efficiency recommended in the assessment, and staff is presenting this reduction for Council consideration.

STRATEGIC VISION:

3A. Fiscal Health: Promote City's transparency & fiscal fluency.

FISCAL IMPACT:

Revenue and expenditure budget adjustments per Exhibit A to address staff recommendations.

FUNDING AVAILABLE:

The mid-year General Fund changes include a revenue appropriation increase recommendation of \$2,533,278 and an expense appropriation increase of \$1,188,890. Expenditure requests shown in the tables above for

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Public Works, Community Development, Equipment Replacement, and Vehicle Replacement will come from those relevant fund balances.

Capital Improvement Program - Maintenance

FY 2024-2025

Maintenance Project Title: Signal Preventative Maint		Munis Project Code: PWST-0025		#36					
Section I: Description		District Nos: Citywide	Project Length	Priority	Normal				
Provide traffic maintenance services including detector loop replacement, traffic signal cabinet and equipment repair/replacement, signal pole and signal head repair/replacement, and other related items of work.									
Justification/factor driving project									
The traffic signals need to be maintained to be operational for traffic and pedestrian safety.									
Additional Information									
Of the FY19/20 total, \$47,790 (Const.ExtLabor) was carried forward, \$81,000(contracts) and \$9,000(Const.IntLabor) were FY 19/20 budgeted.									
Section II		Estimated Project Costs							
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Contracts	\$ 356,996	\$ 250,000		\$ 160,000	\$ 170,000	\$ 170,000			\$ 1,106,996
Total Capital Costs	\$ 356,996	\$ 250,000	\$ -	\$ 160,000	\$ 170,000	\$ 170,000	\$ -	\$ -	\$ 1,106,996
Section III		Funding Sources/Methods of Financing							
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
303 - Measure K Fund	\$ 356,996								\$ 356,996
302 - Gas Tax 2103	\$ -	\$ 250,000		\$ 160,000	\$ 170,000	\$ 170,000			\$ 750,000
Total Project Financing	\$ 356,996	\$ 250,000	\$ -	\$ 160,000	\$ 170,000	\$ 170,000	\$ -	\$ -	\$ 1,106,996

Capital Improvement Program - Maintenance

FY 2024-2025

Maintenance Project Title:	12 kV Overhead Maintenance			Munis Project Code:	EUCP-21002			#43	
Section I:Description	District Nos:	Citywide	Project Length	Ongoing		Priority	High		
Maintenance and improvements associated with the 12 kV overhead distribution system.									
Justification/factor driving project									
While historical efforts have focused on replacement of annealed copper conductors with aluminum conductor steel reinforced (ACSR), continuing efforts will focus on inspection of overhead infrastructure as well as replacement of poles, transformers, switches, and/or capacitor banks as needed.									
Additional Information									
Outside contracting for equipment such as a crane may be needed and is included in estimates below. FY 25 MY additions to support required inspections and pole replacements									
Section II	Estimated Project Costs								
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ 3,272,088	\$ 648,200	\$ 540,000	\$ 420,000	\$ 420,000	\$ 420,000	\$ 100,000		\$ 5,820,288
Miscellaneous	\$ 283,823	\$ 548,300	\$ 160,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 50,000		\$ 1,432,123
Contracts	\$ 307,309	\$ 63,700	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000			\$ 451,009
Total Capital Costs	\$ 3,863,221	\$ 1,260,200	\$ 720,000	\$ 570,000	\$ 570,000	\$ 570,000	\$ 150,000	\$ -	\$ 7,703,421
Section III	Funding Sources/Methods of Financing								
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
501 - EU Outlay Capital Reserve Fund	\$ 3,863,221	\$ 1,260,200	\$ 720,000	\$ 570,000	\$ 570,000	\$ 570,000	\$ 150,000	\$ -	\$ 7,703,421
Total Project Financing	\$ 3,863,221	\$ 1,260,200	\$ 720,000	\$ 570,000	\$ 570,000	\$ 570,000	\$ 150,000	\$ -	\$ 7,703,421

Capital Improvement Program - Maintenance

FY 2024-2025

Maintenance Project Title: 12 kV Underground Maint.		Munis Project Code: EUCP-21006		#44					
Section I:Description		District Nos: Citywide	Project Length	Ongoing	Priority High				
Inspection and replacement of 12 kV underground infrastructure and other underground electric infrastructure maintenance as needed.									
Justification/factor driving project									
These ongoing maintenance efforts include, but are not limited to, replacement of failed/end-of-life cable; replacement of cable due to engineering study of predictive failure; and installation/replacement of subsurface equipment with pad-mounted equipment.									
Additional Information									
These ongoing maintenance efforts are necessary to increase operability and reliability and other underground electric infrastructure maintenance as needed. FY 25 MY additions to support required inspections and corrective action.									
Section II		Estimated Project Costs							
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ 1,480,440	\$ 65,000	\$ 143,891	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000		\$ 1,949,331
Miscellaneous	\$ 360,164	\$ 100,000	\$ 120,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000		\$ 980,164
Contracts	\$ 256,151	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000		\$ 856,151
Total Capital Costs	\$ 2,096,755	\$ 265,000	\$ 363,891	\$ 265,000	\$ 265,000	\$ 265,000	\$ 265,000	\$ -	\$ 3,785,646
Section III		Funding Sources/Methods of Financing							
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
501 - EU Outlay Capital Reserve Fund	\$ 2,096,755	\$ 265,000	\$ 363,891	\$ 265,000	\$ 265,000	\$ 265,000	\$ 265,000	\$ -	\$ 3,785,646
Total Project Financing	\$ 2,096,755	\$ 265,000	\$ 363,891	\$ 265,000	\$ 265,000	\$ 265,000	\$ 265,000	\$ -	\$ 3,785,646

FY 2024-2025

Maintenance Project Title: Streetlight Maintenance		Munis Project Code: EUCP-21001		#45					
Section I:Description		District Nos: Citywide	Project Length Ongoing	Priority	Normal				
Ongoing maintenance and repair of City streetlights, including but not limited to, repairs associated with theft and/or vandalism.									
Justification/factor driving project									
Ensuring streetlights are in working order by means of regular and ongoing maintenance is in the best interest of public safety.									
Additional Information									
Future year increases include material price escalation. FY 25 MY reduction to address other priorities.									
Section II		Estimated Project Costs							
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ 107,359	\$ 13,000	\$ 5,499	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 225,858
Miscellaneous	\$ 65,743	\$ 52,000	\$ 65,387	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 483,130
Total Capital Costs	\$ 173,102	\$ 65,000	\$ 70,886	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 708,988
Section III		Funding Sources/Methods of Financing							
Funding Source(s)	Prior Years	FY 22/23 Estimate	FY 23/24 Budget	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Future Yrs	Total
501 - EU Outlay Capital Reserve Fund	\$ 173,102	\$ 65,000	\$ 70,886	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 708,988
Total Project Financing	\$ 173,102	\$ 65,000	\$ 70,886	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 708,988

Capital Improvement Plan

FY 2024-2025

Project Title:	230 kV Interconnection	Munis Project Code:	EUCP-21010		#47				
Section I: Description	District Nos:	4	Project Length	12/31/2029	Priority	High			
<p>Lodi's 230/60kV Substation Project consists of two 230/60kV transformers along with site improvements, facilities and equipment required for the interconnection to PG&E's new 230kV switching station and to Lodi's existing 60/12kV Industrial Substation. The project also includes modifications to Industrial Substation and 230kV additions to PG&E's switching station to complete the interconnection. The new substation will be located on undeveloped land adjacent to Industrial Substation with space allocated for the addition of a third transformer.</p>									
Justification/factor driving project									
<p>This project will provide additional transmission interconnection capacity to serve Lodi's future load growth and will reduce transmission access charges by eliminating low voltage transmission charges paid by the utility each year. Once in service, the utility will reduce its low voltage transmission costs - the savings of which will be used to pay the annual debt service associated with the financing of this project.</p>									
Additional Information									
<p>FY 25 includes deposit payment on transformer purchase due to long lead time. FY 25 MY reduction due to delay with preparation of bid docs. Updated schedule and costs to be re-evaluated during FY 26 budget.</p>									
Section II: Estimated Project Costs									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Contracts	\$ 318,785	\$ 131,215	\$ 1,173,970	\$ 2,525,000	\$ 7,525,000	\$ 10,025,000	\$ 10,025,000		\$ 31,723,970
Miscellaneous	\$ -	\$ -	\$ -						\$ -
Total Capital Costs	\$ 318,785	\$ 131,215	\$ 1,173,970	\$ 2,525,000	\$ 7,525,000	\$ 10,025,000	\$ 10,025,000	\$ -	\$ 31,723,970
Section III: Funding Sources/Methods of Financing									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
501 - EU Outlay Capital Reserve Fund	\$ 318,785	\$ 131,215	\$ 1,173,970	\$ 2,525,000	\$ 7,525,000	\$ 10,025,000	\$ 10,025,000		\$ 31,723,970
Total Project Financing	\$ 318,785	\$ 131,215	\$ 1,173,970	\$ 2,525,000	\$ 7,525,000	\$ 10,025,000	\$ 10,025,000	\$ -	\$ 31,723,970

Capital Improvement Program - Maintenance

FY 2024-2025

Maintenance Project Title:		PCE/TCE Oversight			Munis Project Code:		PWWA-0052		#76
Section I: Description				District Nos:	All	Project Length		Priority	
PCE/TCE plume management, Regional Water Quality Control Board (RWQCB) and City staff oversight costs.									
Justification/factor driving project									
Additional Information									
Section II		Estimated Project Costs							
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ 74,441	\$ 20,000	\$ 5,000						\$ 99,441
Contracts	\$ 125,413	\$ 80,000	\$ 210,000						\$ 415,413
Miscellaneous	\$ 22,175	\$ -							\$ 22,175
Total Capital Costs	\$ 222,029	\$ 100,000	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 537,029
Section III		Funding Sources/Methods of Financing							
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
565 - PCE Rate Abatement	\$ 182,029	\$ 60,000	\$ 215,000						\$ 457,029
590 - Central Plume	\$ 10,000	\$ 10,000							\$ 20,000
591 - Southern Plums	\$ 10,000	\$ 10,000							\$ 20,000
593 - Northern Plume	\$ 10,000	\$ 10,000							\$ 20,000
594 - South Central Western Plume	\$ 10,000	\$ 10,000							\$ 20,000
Total Project Financing	\$ 222,029	\$ 100,000	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 537,029

Capital Improvement Plan

FY 2024-2025

Project Title:	Substation Load Tap Chgr Upgrade	Munis Project Code:	EUCP-21009		#123				
Section I: Description	District Nos:	Citywide	Project Length	6/30/2028	Priority				
<p>Phase I of this project includes refurbishing 3 Load Tap Changers - Henning Substation - (2) - UZD Style, Killelea Substation - (1) - UTT Style; Phase II includes refurbishing 2 Load Tap Changers and oil leaks as well as replacing vacuum bottles at Industrial Substation Bank #3 and McLane Substation Bank 1 in addition to replacing 1 set of transformer bushings at Henning Substation Bank #2.</p> <p>Phase III includes upgrading all eight (8) LTC controllers and installing tap position sensors to provide greater monitoring and operability of all substation LTC's. This controller will match our current standard of equipment going forward.</p>									
Justification/factor driving project									
<p>Load Tap Changers coming to end of lifetime operations. Refurbishing them will extend the life of station transformers and possibly avoid catastrophic equipment failures. Phase I of this project will postpone the need to replace the Killelea Bank 2 Power Transformer previously planned for FY 21. For Phase II, 2 Load Tap Changers are leaking oil, one into the transformer and one from the gearbox - requiring maintenance and remediation. Transformer bushings have also been found to be in need of replacement.</p>									
Additional Information									
<p>Load Tap Changers are the non-static devices connected to the station transformers that keep the voltage steady as the system load increases and decreases. Transformer bushings connect conductors to lower voltage to system levels. Professional oversight services will perform all major repairs and replacements with internal staff assistance. Efforts on this project have been pushed out a year to focus on higher priority substation related efforts. FY 25 MY reduction to re-evaluate and incorporate into substation maintenance efforts as part of FY 26 budget.</p>									
Section II: Estimated Project Costs									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ 193,921	\$ 20,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 20,000			\$ 283,921
Contracts	\$ 73,316	\$ 35,000	\$ -	\$ 20,000	\$ 20,000	\$ 20,000			\$ 168,316
Miscellaneous	\$ 134,169	\$ 17,000	\$ 6,151	\$ 10,000	\$ 10,000	\$ 10,000			\$ 187,320
Total Capital Costs	\$ 401,406	\$ 72,000	\$ 16,151	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 639,557
Section III: Funding Sources/Methods of Financing									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
501 - EU Outlay Capital Reserve Fund	\$ 401,406	\$ 72,000	\$ 16,151	\$ 50,000	\$ 50,000	\$ 50,000			\$ 639,557
Total Project Financing	\$ 401,406	\$ 72,000	\$ 16,151	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 639,557

Capital Improvement Plan

FY 2024-2025

Project Title:	Substation Relay Modernization	Munis Project Code:	EUCP-22005	#196						
Section I: Description	District Nos:	Citywide	Project Length	6/30/2026 Priority	High					
<p>The purpose of this multi-year project is to upgrade and modernize three of the four total substations with modern protection devices to replace outdated and end-of-life equipment. The modernization will allow for greater protection and visibility of highly valuable substation equipment as well as the coordination of protection and power supply between Pacific Gas and Electric and Lodi Electric Utility.</p>										
Justification/factor driving project										
<p>Per Pacific Gas and Electric (PG&E), our incoming relay protection within Industrial Substation has significant coordination (device-to-device safety) issues that results in slower clearing times and reduced reliability for all of Lodi Electric Utility's (LEU) power supply. In addition to our incoming power supply protection is the outdated equipment we have at Industrial Substation, Henning Substation, and Killelea Substation. To solve this, substation modernization and standardization would upgrade and standardize all remaining protection and control devices, remote terminal units, and accompanied SCADA screens. Modernizing and standardizing our substation equipment will not only increase asset reliability and protection, but will also allow for greater field worker safety due to the increased protection capabilities built-into the equipment, proven at McLane Substation. The standardization process will eliminate the need to stock multiple vendor equipment types, while also increasing LEU Technician understanding and familiarity of single-vendor equipment throughout all substations.</p>										
Additional Information										
FY 25 MY adjustment to include additional staff time and materials to support completion of Industrial Substation work by outside vendor.										
Section II: Estimated Project Costs										
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ 170,495	\$ 107,505	\$ 283,191	\$ 120,000						\$ 681,191
Contracts	\$ 1,179,200	\$ 1,286,873	\$ 914,305	\$ 70,000						\$ 3,450,378
Miscellaneous	\$ 42,697	\$ 19,303	\$ 27,455	\$ 80,000						\$ 169,455
Total Capital Costs	\$ 1,392,392	\$ 1,413,681	\$ 1,224,951	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,301,024
Section III: Funding Sources/Methods o										
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 27/28	FY 28/29	Future Yrs	Total
501 - EU Outlay Capital Reserve Fund	\$ 1,392,392	\$ 1,413,681	\$ 1,224,951	\$ 270,000						\$ 4,301,024
Total Project Financing	\$ 1,392,392	\$ 1,413,681	\$ 1,224,951	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,301,024

Capital Improvement Plan

FY 2024-2025

Project Title:	Henning Getaway Project			Munis Project Code:	EUCP-22004			#197	
Section I: Description	District Nos:	3	Project Length	6/30/2026	Priority	High			
Upgrade existing getaway conductors at Henning Substation.									
Justification/factor driving project									
Henning substation provides electricity to residential and commercial customers in the south/west part of Lodi. Henning has historically been the most heavily loaded substation out of the four substations owned by the City. A recent distribution systems study concluded that this substation is close to reaching the n-1 capacity. The south/west part of Lodi has been experiencing rapid growth in new developments in recent years. It is creating more strain on the already loaded substation. Staff is proposing to increase circuit capacities by replacing the existing conductors with bigger size to allow more power flow. This will benefit all customers who are currently supplied power from the Henning substation in the south-west part of the City.									
Additional Information									
FY 25 MY adjustment based on updated project cost estimate.									
Section II: Estimated Project Costs									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ 20,799	\$ 29,201	\$ 60,000						\$ 110,000
Miscellaneous	\$ 8,351	\$ 91,649	\$ 320,000						\$ 420,000
Contracts	\$ 246,707	\$ 53,293	\$ -						\$ 300,000
Total Capital Costs	\$ 275,857	\$ 174,143	\$ 380,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 830,000
Section III: Funding Sources/Methods of Financing									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
505 - EU Substation & Trans - IMF	\$ 275,857	\$ 174,143	\$ 380,000						\$ 830,000
Total Project Financing	\$ 275,857	\$ 174,143	\$ 380,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 830,000

Capital Improvement Program - Maintenance

FY 2024-2025

Maintenance Project Title: Substation Intrusive Maintenance Work				Munis Project Code: EUCP-23001			#245		
Section I: Description				District Nos: Citywide	Project Length Ongoing	Priority Normal			
Substation maintenance including but not limited to: substation power transformer testing; DGA oil testing for power transformers and load tap changers (LTCs) and materials/equipment not covered or tracked as part of a specific project. Also provides for LTC testing in year five (5) of the cycle and other miscellaneous substation maintenance and improvement projects to address access, safety and security.									
Justification/factor driving project									
Provides more accurate tracking and record keeping for annual reports and maintenance records. Will provide critical information on transformer condition and lifespan for future replacement planning. Provides for a five (5) year cycle of LTC inspections and addresses miscellaneous facility improvements.									
Additional Information									
Provides a schedule for complete testing of two (2) substation power transformers per year for four (4) years and a year of reprieve. Year five (5) of the cycle can be utilized for LTC inspections. Improves substation facility safety and security by adding concrete walkways, switch grounding pads, security cameras, lighting, and replacing old fixtures inside control room and perimeter lighting. FY 25 MY adjustments to account for Henning emergency breaker replacement and Killelea transformer testing.									
Section II		Estimated Project Costs							
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ 154,683	\$ 40,000	\$ 140,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 459,683
Miscellaneous	\$ 147,586	\$ 40,000	\$ 125,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 437,586
Contracts	-		\$ 37,500						\$ 37,500
Total Capital Costs	\$ 302,270	\$ 80,000	\$ 302,500	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 934,770
Section III		Funding Sources/Methods of Financing							
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
501 - EU Outlay Capital Reserve Fund	\$ 302,270	\$ 80,000	\$ 302,500	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 934,770
Total Project Financing	\$ 302,270	\$ 80,000	\$ 302,500	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 934,770

Capital Improvement Plan

FY 2024-2025

Project Title: State of CA Natural Gas Power Plant		Munis Project Code: EUCP-23002		280					
Section I: Description		District Nos: 1	Project Length 10/22-12/24	Priority	High				
<p>Planning, design and construction of all electrical infrastructure equipment and facilities to support completion of State owned and operated natural gas plant within the City of Lodi. Costs will also include any necessary administrative and outside consulting services.</p>									
Justification/factor driving project									
<p>Under special legislation approved by the Governor, the California Department of Water Resources proposes to construct a natural gas peaker plant within the City of Lodi to be run during emergency situations to protect the integrity of the statewide power grid. This plant will be owned and operated by the State of California for 5 years with an option for the City to purchase after 5 years. This plant will also benefit the City of Lodi in the event of a transmission capacity shortage until such time as the 230 kV Project is constructed and operational.</p>									
Additional Information									
<p>All costs incurred by the City will be reimbursed by the California Department of Water Resources up to \$4.3 million. Any unused funds will roll forward until project commissioning and completion. FY 25 MY reduction to account for final project costs.</p>									
Section II: Estimated Project Costs									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ 50,499	\$ 849,501	\$ 527,508						\$ 1,427,508
Contracts	\$ 276,479	\$ 1,223,521	\$ 870,762						\$ 2,370,762
Miscellaneous	\$ 741,291	\$ 1,158,709	\$ (398,273)						\$ 1,501,727
Total Capital Costs	\$ 1,068,269	\$ 3,231,731	\$ 999,997	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,299,997
Section III: Funding Sources/Methods of									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
501 - EU Outlay Capital Reserve Fund	\$ 1,068,269	\$ 3,231,731	\$ 999,997						\$ 5,299,997
Total Project Financing	\$ 1,068,269	\$ 3,231,731	\$ 999,997	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,299,997

Capital Improvement Plan

FY 2024-2025

Project Title: 60 kV Breaker Upgrades and Replacements		Munis Project Code: EUCP-24001		#296					
Section I: Description		District Nos: Citywide	Project Length: 2024-2025	Priority:	High				
Replacement of SF6 and oil breakers at various substation locations, as needed.									
Justification/factor driving project									
Replacements/upgrades are needed for preventative maintenance and reliability improvement, as well to avoid greenhouse gas releases, aligning with California Air Resources Board (CARB) regulations. Amid scheduled maintenance, a combination of SF6 and oil breakers have had parts replaced with identified wear that will eventually cause equipment failure and non-operation.									
Additional Information									
FY 25 MY adjustment for additional components (pads, conduits, connectors)									
Section II: Estimated Project Cos									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ -	\$ 74,000	\$ 194,000						\$ 268,000
Miscellaneous	\$ -	\$ 200,000	\$ 304,377						\$ 504,377
Contracts	\$ -	\$ 20,000	\$ 14,577						\$ 34,577
Total Capital Costs	\$ -	\$ 294,000	\$ 512,954	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 806,954
Section III: Funding Sources/Met									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
501 - EU Outlay Capital Reserve Fu	\$ -	\$ 294,000	\$ 512,954	\$ -	\$ -	\$ -			\$ 806,954
Total Project Financing	\$ -	\$ 294,000	\$ 512,954	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 806,954

Capital Improvement Plan

FY 2024-2025

Project Title:	City-Wide Space Planning Architectural Serv	Munis Project Code:	GFCP-25001	#304					
Section I: Description		District Nos:	3	Project Length					
<p>This project will solicitate design service from a qualified architectural firm to provide space planning service for city facilities at the civic center, public safety building, MUS, and fire stations.</p>									
Justification/factor driving project									
Many city facilities are at capacities and we need a city-wide space planning service to project current and future needs.									
Additional Information									
This project will only involve the design contract. Construction will be budgeted at a later time after the master planning is completed. Res. 25-073 Approved contract for 179,824 leaving \$70,176 for reappropriation.									
Section II: Estimated Project Costs									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Contracts	\$ -		\$ 179,824						\$ 179,824
Total Capital Costs	\$ -	\$ -	\$ 179,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 179,824
Section III: Funding Sources/Methods of Financing									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
431 - Capital Outlay/General	\$ -		\$ 179,824						\$ 179,824
Total Project Financing	\$ -	\$ -	\$ 179,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 179,824

Capital Improvement Plan

FY 2024-2025

Project Title: Killelea 1211 Reconductor		Munis Project Code: EUCP-24004		315						
Section I: Description		District Nos: 3 and 4	Project Length 12/23 - 6/26	Priority	High					
This project will reconductor 8,600' of various undersized overhead conductors (#2 ACSR, 2/0 CU, and 4/0 CU) to EUD's standard overhead backbone (477 AAC). Additionally, there will be a short 600' overhead line extension of 477AAC.										
Justification/factor driving project										
Henning Substation is EUD's heaviest loaded substation and it is also the substation that sees the most load growth because most new development is in the southwest corner of the City. This project helps to free up capacity at Henning Substation by allowing Henning load to be transferred to Killelea Substation. Currently, there are constraints that minimize how much load can be transferred to Killelea Substation and this project will alleviate that.										
Additional Information										
Any unused funds will roll. Anticipated completion FY 25. FY 25 MY reduction to account for design only. Project to be re-evaluated as part of FY 26 budget process.										
Section II: Estimated Project Costs										
Expenditure	Prior Years	FY 22/23 Estimate	FY 23/24 Budget	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ -	\$ 315,000		\$ 49,998						\$ 364,998
Miscellaneous	\$ -	\$ 65,000								\$ 65,000
Contracts	\$ -	\$ 20,000								\$ 20,000
Total Capital Costs	\$ -	\$ 400,000	\$ -	\$ 49,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 449,998
Section III: Funding Sources/Met										
Funding Source(s)	Prior Years	FY 22/23 Estimate	FY 23/24 Budget	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
505 - EU Substation & Trans - IMF	\$ -	\$ 400,000		\$ 49,998						\$ 449,998
Total Project Financing	\$ -	\$ 400,000	\$ -	\$ 49,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 449,998

Capital Improvement Plan

FY 2024-2025

Project Title: LEU Operations Video Wall		Munis Project Code: EUCP-25001		#318					
Section I: Description		District Nos: 3	Project Length 7/24-6/26	Priority	Normal				
<p>Installation of a video wall in the Lodi Electric Utility (LEU) Operations Center which will be used to display system status, abnormal switching line-ups, clearances, outage status, and an electronic version of LEU's distribution system maps. This electronic system will provide an electronic interface with the existing Outage Management System.</p>									
Justification/factor driving project									
<p>Currently a paper map system with magnetic pins adhered to the wall of the Operations Center is being used. It is not scaleable, transportable and is cumbersome to update with system updates. The paper map system also provides limited capability in dispatching and providing status updates on locations and crews. Finally, the paper map is also easily disturbed by accidental contact. The video wall provides a more efficient and accurate method to accomplish the status tasks required of the LEU Operations team and will provide enhanced efficiency in operation of the distribution system.</p>									
Additional Information									
<p>FY 25 MY reduction due to need to re-evaluate project as part of larger technological improvements for Operations in FY 26.</p>									
Section II: Estimated Project									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Contracts	\$ -		\$ -						\$ -
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
Total Capital Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Section III: Funding Source									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
501 - EU Outlay Capital Rese	\$ -		\$ -						\$ -
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
Total Project Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Capital Improvement Plan

FY 2024-2025

Project Title: Online Transformer Monitoring Project		Munis Project Code: EUCP-25003		#320					
Section I: Description		District Nos: Citywide	Project Length 7/24-6/25	Priority	High				
<p>Online transformer monitor to protect, maintain, and monitor utility assets. The monitors will provide non-proprietary and non-critical data used for real-time and historical analysis of substation power transformers to determine significant gassing in oil, bushing status, temperature, and more. Real-time and historical data will not replace but will supplement the substation maintenance and inspection plan, specifically for transformers. The utility will receive alerts of any potential alarms and risks, real-time, that would necessitate the shut-down and repair of the transformers. This is an all-in-one product and service that also provides real-time monitoring and assistance.</p> <p>Other utilities have been contacted for this equipment and prefer the ease of use, maintenance-free application, and costs savings that have already been provided. This will begin as a pilot at the most heavily loaded substation to determine overall performance with a plan to install at every existing and future substation power transformer if successful.</p>									
Justification/factor driving project									
With the increasing cost and lead times for substation power transformers, it is extremely important to improve the level and efforts of substation maintenance and inspection plans, specifically for transformers. Real-time and historical online monitoring coupled with real-time alerts and support allows for enhanced insight into transformer health and reliability.									
Additional Information									
As part of this work, utility will purchase and replace two transformer temperature gauges and wire them accordingly. Contractor will install all specific equipment to their package and utility will only need to bring service power and temperature wires to the contractor's platform. FY 25 MY adjustment to account for additional labor and materials to support vendor efforts.									
Section II: Estimated Proje									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ -		\$ 15,000						\$ 15,000
Miscellaneous	\$ -		\$ 20,000						\$ 20,000
Contracts	\$ -		\$ 130,000						\$ 130,000
	\$ -								\$ -
	\$ -								\$ -
Total Capital Costs	\$ -	\$ -	\$ 165,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165,000
Section III: Funding Source									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
501 - EU Outlay Capital Rese	\$ -		\$ 165,000						\$ 165,000
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
Total Project Financing	\$ -	\$ -	\$ 165,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165,000

Capital Improvement Plan

FY 2024-2025

Project Title:	Westgate Substation Pole Placement	Munis Project Code:	EUCP-25004	#321					
Section I: Description	District Nos:	1	Project Length	7/24-6/26					
Priority Normal Installation of 60kV-class poles from take-off point at intersection of Kettleman and Lower Sacramento Road., across the frontage of the future Westside Substation and continuing west to western edge of city limits.									
Justification/factor driving project									
Preperations for future substation and future 60kV circuits.									
Additional Information									
FY 25 MY reduction due to delay and need to re-evaluate as part of FY 26 budget process.									
Section II: Estimated Project									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ -		\$ -						\$ -
Miscellaneous	\$ -		\$ -						\$ -
Contracts	\$ -		\$ -						\$ -
	\$ -								\$ -
	\$ -								\$ -
Total Capital Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Section III: Funding Source									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
505 - EU Substation & Trans	\$ -		\$ -						\$ -
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
Total Project Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Capital Improvement Plan

FY 2024-2025

Project Title: Streets Project Planning			Munis Project Code: PWST-25002			CIP List Proj #			
Section I: Description			District Nos:	Project Length	Priority				
Staff time and misc supplie/services associated with project planning and oversight on projects that may arise that are not included in the budgeted CIP.									
Justification/factor driving project									
Additional Information									
Section II: Estimated Project									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Internal Staff	\$ -		\$ 35,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 135,000
Miscellaneous	\$ -		\$ 14,000						\$ 14,000
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
Total Capital Costs	\$ -	\$ -	\$ 49,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ 149,000
Section III: Funding Source									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
303 - Measure K Fund	\$ -		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 125,000
300 - Street Fund	\$ -		\$ 24,000						\$ 24,000
	\$ -								\$ -
	\$ -								\$ -
Total Project Financing	\$ -	\$ -	\$ 49,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ 149,000

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING THE CITY OF LODI FISCAL YEAR 2024-25 BUDGET; APPROVING THE ADDITION OF ONE HUMAN RESOURCES DEPUTY DIRECTOR AND APPROVE SALARY RANGE, THE DELETION OF ONE HUMAN RESOURCES MANAGER, THE ADDITION OF ONE INFORMATION TECHNOLOGY DEPUTY DIRECTOR AND APPROVE SALARY RANGE, THE DELETION OF ONE INFORMATION TECHNOLOGY MANAGER, THE ADDITION OF ONE ADMINISTRATIVE SERVICES DIRECTOR/CHIEF FINANCIAL OFFICER AND APPROVE SALARY RANGE, THE ADDITION OF ONE BUDGET ANALYST, THE ADDITION OF TWO CUSTOMER SERVICE REPRESENTATIVES, THE ADDITION OF TWO ASSOCIATE PLANNERS AND APPROVE SALARY RANGE, THE ADDITION OF ONE PROGRAM COORDINATOR AND APPROVE SALARY RANGE, RECLASS OF TRANSPORTATION PLANNER AND APPROVE SALARY RANGE

WHEREAS, THE City Council adopted the Fiscal Year 2024/25 Budget on June 20, 2024 (“Budget Resolution”); and

WHEREAS, the 2024/25 Financial Plan and Budget was prepared in accordance with the City Council’s goals, budget assumptions, and policies; and

WHEREAS, the Budget Resolution requires a mid-year update which was presented to City Council at a special meeting on April 1, 2025; and

WHEREAS, revisions to the Budget Resolution are necessary to address circumstances unknown at the time of the budget adoption.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Lodi approves:

- 1) All budget amendments to Fiscal Year 2024/25 Budget and corresponding allocations as outlined on Exhibit A to this Resolution; and
- 2) The following personnel changes:

- a. The addition of one Human Resources Deputy Director and approving the salary range as follows:

Human Resources Deputy Director Salary Table (Add)				
154,609	162,746	171,312	180,328	189,819

- b. Deletion of one Human Resources Manager

Human Resources Manager Salary Table (Delete)				
146,038	153,340	161,007	169,057	177,510

- c. The addition of one Information Technology Deputy Director and approving the salary range as follows:

Information Technology Deputy Director Salary Table				
148,540	156,358	164,587	173,250	182,368

- d. Deletion of one Information Technology Manager

Information Technology Manager Salary Table (Delete)				
141,851	148,943	156,391	164,210	172,421

- e. The addition of one Administrative Services Director/Chief Financial Officer and approving the salary range as follows:

Administrative Services Director/Chief Financial Officer Salary Table				
183,773	193,445	203,627	214,344	225,625

- f. Approve the addition of two Customer Services Representatives
- g. Approve the addition of one Budget Analyst
- h. The addition of one Program Coordinator (Rental Coordinator)
- i. The addition of two Associate Planners
- j. The reclassification of one Transportation Planner and approving the salary range as follow:

Transit Planner Salary Table				
81,815.85	85,906.76	90,202.00	94,712.13	99,447.66

Dated: April 2, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 2, 2025 by the following vote:

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

OLIVIA NASHED
 City Clerk

2025-

Exhibit A
Mid-Year Adjustments
Fiscal Year 2024-25

Account Number	Account Description	Current Budget	Mid-Year Adjustment	Mid-Year Revised Budget
Mid-Year Ammendments				
100 -103 General Fund				
Revenue Adjustment				
10095000.50001	Operating Transfer In	\$ 9,981,830	\$ 597,868	\$ 10,579,698
10095000.51036	Business License	\$ 125,000	\$ 245,000	\$ 370,000
10095000.54361	Rent	\$ 4,618,200	\$ 544,880	\$ 5,163,080
10095000.51031	Sales Tax	\$ 16,698,960	\$ (1,260,450)	\$ 15,438,510
10095000.54332	Investment Earnings	\$ -	\$ 1,700,000	\$ 1,700,000
10095000.51001	Property Taxes-CY Secured	\$ 15,539,460	\$ 1,050,000	\$ 16,589,460
10300000.51031	Sales Tax - Measure L	\$ 9,264,470	\$ (575,680)	\$ 8,688,790
10040001.57107	Strike Team Reimbursements	\$ 185,000	\$ 231,660	\$ 416,660
Total Revenue Adjustments		\$ 56,412,920	\$ 2,533,278	\$ 58,946,198
Expense Adjustment				
10020202.72450	Misc. Professional Services	\$ 15,853,778	\$ 141,450	\$ 15,995,228
10020100.72450	Misc. Professional Services	\$ 600	\$ 30,291	\$ 30,891
10020100.71001	Regular Employee Salary	\$ 260,130	\$ 20,272	\$ 280,402
10010000.71003	Part-time Regular Employee Salary	\$ -	\$ 79,426	\$ 79,426
10010102.71003	Part-time Regular Employee Salary	\$ -	\$ 41,400	\$ 41,400
10341000.71002	Overtime	\$ 1,655,090	\$ 210,290	\$ 1,865,380
10041100.71002	Fire Strike Team Overtime	\$ 167,630	\$ 231,660	\$ 399,290
10020300.71001	Regular Employee Salary	\$ 494,230	\$ 27,808	\$ 522,038
10020302.72450	Misc. Professional Services	\$ 80,000	\$ 124,317	\$ 204,317
10020400.71001	Regular Employee Salary	\$ 912,890	\$ 26,370	\$ 939,260
10020000.71001	Regular Employee Salary	\$ 69,620	\$ 31,414	\$ 101,034
10095000.72450	Misc. Professional Services	\$ 987,070	\$ 13,800	\$ 1,000,870
10032000.71002	Overtime	\$ 836,800	\$ 110,000	\$ 946,800
10020203.71003	Part-time Regular Employee Salary	\$ -	\$ 16,898	\$ 16,898
10020203.71001	Regular Employee Salary	\$ 720,300	\$ 20,272	\$ 740,572
10020203.72201	Postage	\$ 265,000	\$ 24,150	\$ 289,150
43199000.76200	Capital	\$ 35,615,625	\$ (70,176)	\$ 35,545,449
Total Expense Adjustments		\$ 57,918,763	\$ 1,079,642	\$ 23,452,956

Exhibit A
Mid-Year Adjustments
Fiscal Year 2024-25

Account Number	Account Description	Current Budget	Mid-Year Adjustment	Mid-Year Revised Budget
Mid-Year Ammendments				
120 Library				
Expense Adjustment				
12090000.76200	Operating Transfer Out	\$ 221,330	\$ 17,126	\$ 238,456
Total Expense Adjustments		\$ 221,330	\$ 17,126	\$ 238,456
200 PRCS				
Revenue Adjustment				
20071200.54363	Rent Hutchins Street Square	\$ 400,000	\$ 27,680	\$ 427,680
Total Revenue Adjustments		\$ 400,000	\$ 27,680	\$ 427,680
Expense Adjustment				
20071200.71001	Regular Employee Salary	\$ -	\$ 27,680	\$ 27,680
20070001.76200	Operating Transfer Out	\$ 1,673,180	\$ 85,403	\$ 1,758,583
Total Expense Adjustments		\$ 1,673,180	\$ 113,083	\$ 1,786,263
270 CDD				
Expense Adjustment				
27080000.72450	Misc. Professional Services	\$ 10,000	\$ 1,540,000	\$ 1,550,000
27081000.72450	Misc. Professional Services	\$ 330,000	\$ 260,000	\$ 590,000
27082000.71001	Regular Employee Salary	\$ 164,780	\$ 76,200	\$ 240,980
27080000.76220	Operating Transfer Out	\$ 521,580	\$ 32,790	\$ 554,370
27082000.72450	Misc. Professional Services	\$ 153,974	\$ 6,026	\$ 160,000
Total Expense Adjustments		\$ 1,180,334	\$ 1,915,016	\$ 3,095,350
500 -508 Electric Utility				
Expense Adjustment				
50060001.71001	Regular Employee Salary	\$ 1,322,010	\$ 108,990	\$ 1,431,000
50061000.71001	Regular Employee Salary	\$ 620,710	\$ 105,110	\$ 725,820
50061500.71001	Regular Employee Salary	\$ 1,422,450	\$ 122,550	\$ 1,545,000
50064100.71188	Personnel Transfer Recovery	\$ (1,076,400)	\$ (813,950)	\$ (1,890,350)
50465300.72920	Public Benefits Program	\$ 391,940	\$ (54,200)	\$ 337,740
50060500.72901	Bulk Power Generation	\$ 37,263,770	\$ (2,558,140)	\$ 34,705,630
50199000.77020	Capital	\$ 6,634,404	\$ (237,103)	\$ 6,397,301
50599000.77020	Capital	\$ 1,010,052	\$ (200,002)	\$ 810,050
50060001.76220	Operating Transfer Out	\$ 3,410,690	\$ 231,313	\$ 3,642,003
Total Expense Adjustments		\$ 50,999,626	\$ (3,295,432)	\$ 47,704,194

Exhibit A
 Mid-Year Adjustments
 Fiscal Year 2024-25

Account Number	Account Description	Current Budget	Mid-Year Adjustment	Mid-Year Revised Budget
Mid-Year Ammendments				
300-315 Streets				
Expense Adjustment				
30156001.76220	Operating Transfer Out	\$ 567,110	\$ 33,387	\$ 600,497
30099000.77020	Capital	\$ 118,561	\$ 24,000	\$ 142,561
30299000.77020	Capital	\$ 369,366	\$ 160,000	\$ 529,366
30399000.77020	Capital	\$ -	\$ 25,000	\$ 25,000
Total Expense Adjustments		\$ 567,110	\$ 33,387	\$ 600,497
530-531 Wastewater				
Expense Adjustment				
53053001.76220	Operating Transfer Out	\$ 1,371,620	\$ 83,292	\$ 1,454,912
Total Expense Adjustments		\$ 1,371,620	\$ 83,292	\$ 1,454,912
565-594 PCE Rate Abatement				
Expense Adjustment				
56599000.77020	Capital	\$ 576,296	\$ 215,000	\$ 791,296
Total Expense Adjustments		\$ 576,296	\$ 215,000	\$ 791,296
560-561 Water				
Expense Adjustment				
56052001.76220	Operating Transfer Out	\$ 1,457,550	\$ 94,850	\$ 1,552,400
Total Expense Adjustments		\$ 1,457,550	\$ 94,850	\$ 1,552,400
600 Transit				
Expense Adjustment				
60054101.71001	Regular Employee Salary	\$ 331,540	\$ 5,580	\$ 337,120
60054101.76200	Operating Transfer Out	\$ 280,940	\$ 19,707	\$ 300,647
Total Expense Adjustments		\$ 612,480	\$ 25,287	\$ 637,767
641-648 Vehicle and Equipment Replacement				
Expense Adjustment				
64399100.77040	Vehicles	\$ 294,000	\$ 60,000	\$ 354,000
64299100.77030	Vehicles	\$ 105,000	\$ 18,000	\$ 123,000
Total Expense Adjustments		\$ 399,000	\$ 78,000	\$ 477,000