



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA - Regular Meeting
Date: December 17, 2025
Time: Closed Session: 5:00 p.m.
Regular Session: 7:00 p.m.

Mayor Ramon Yepez
Mayor Pro Tempore Mikey Hothi
Councilmember Cameron Bregman
Councilmember Lisa Craig-Hensley
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) CONFERENCE ON LABOR NEGOTIATIONS – Regarding International Brotherhood of Electrical Workers, Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Lodi Professional Firefighters, Lodi Fire Mid-Management, Confidential General Services, Confidential Mid-Managers, Executive Managers, and Appointed Employees, Pursuant to Government Code § 54957.6 (HR)
- b) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION, significant Exposure to Litigation pursuant to Gov. Code § 54956.9(d)(2). Two cases.
- c) PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Three Appointed Positions. Pursuant to Government Code § 54957(b). Annual Evaluation for the City Clerk and City Attorney, and Periodic Review of Interim City Manager.

C-3 Adjourn to Closed Session

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 Certificate of Recognition to the Lodi High School Girls Golf Team (CLK)

Attachments: [Attachment 1 - Certificate of Recognition Lodi Girls Golf](#)

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.

- C.1** Fiscal Year 2025/26 First Quarter Budget Update (IS - BUD)

- Res. **C.2** Adopt a Resolution Approving Final Budget Adjustments for Fiscal Year 2024-25 and Appropriating Funds (\$665,508) (IS - BUD)

Attachments: [Attachment 1 - Exhibit A](#)
[Attachment 2 - Resolution](#)

- C.3** Accept Quarterly Report of Purchases between \$30,000 and \$60,000 through September 30, 2025 (IS - FIN)

Attachments: [Attachment 1 - Q3 2025 \\$30k to \\$60k Purchases](#)

- C.4** Accept the Quarterly Investment Report For the Last Three Quarters of Fiscal Year 2024-25 (IS-FIN)

Attachments: [Attachment 1 - Quarterly Investment Report 12.31.24](#)
[Attachment 2 - Quarterly Investment Report 3.31.25](#)
[Attachment 3 - Quarterly Investment Report 6.30.25](#)

- Res. **C.5** Adopt a Resolution Authorizing the Interim City Manager to Execute Amendment No. 2 to Increase the Contract Amount for the Professional Services Agreements with 4Leaf, Inc. and BPR Consulting Group, LLC for Building Codes Plans Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services by \$395,000, for a Total Amount Not to Exceed \$2,462,000, Authorizing the Interim City Manager to Approve Change Orders Related to the Services Provided in an Amount Not to Exceed \$395,000, and Authorizing an Appropriation of \$278,000 From Community Development Fund Balance (CD)
- Attachments:** [Attachment 1 - 4Leaf, Inc. Amendment No. 2](#)
[Attachment 2 - BPR Consulting Group, LLC Amendment No. 2](#)
[Attachment 3 - Resolution](#)
- Res. **C.6** Adopt a Resolution Directing Interim City Manager to Temporarily Increase the Time Limit from 90-Minute to 4-Hour Parking Without Penalty for Lodi Restaurant Week in Downtown Lodi to Encourage Residents and Visitors to Visit and Dine at Local Restaurants and Downtown Businesses (ED)
- Attachments:** [Attachment 1 - Resolution](#)
- Res. **C.7** Adopt a Resolution Authorizing Interim City Manager to Execute Five-Year Professional Services Agreement with Terex USA, LLC of Watertown, SD for Inspection, Maintenance, Testing, and Repair of Electric Utility Vehicles and Equipment (\$150,000) (EU)
- Attachments:** [Attachment 1 - Agreement with Terex](#)
[Attachment 2 - Resolution](#)
- Res. **C.8** Adopt a Resolution Authorizing Elimination of One Electric Line Apprentice Position and Addition of One Electric Lineman/Linewoman Position for Lodi Electric Utility (EU)
- Attachments:** [Attachment 1 - Resolution](#)
- Res. **C.9** Adopt a Resolution Authorizing Interim City Manager to Execute Amendment No. 1 to Professional Services Agreement with Milsoft Utility Solutions, Inc. Adding Additional Services and Increasing the Five-Year Contract Amount From \$183,175 to \$382,075 (EU)
- Attachments:** [Attachment 1 - Milsoft Amendment No. 1](#)
[Attachment 2 - Resolution](#)
- Res. **C.10** Adopt a Resolution Approving Arts Grants for Fiscal Year 2025/2026 (PRCS)
- Attachments:** [Attachment 1 - Resolution](#)
- Res. **C.11** Adopt a Resolution Authorizing the Interim City Manager to Execute Amendment No. 1 to Professional Services Agreement with Wilbur-Ellis Company, LLC., of San Francisco, for Land Application Area Monitoring Agronomist Support, in the amount of \$39,840, for a Total Not-To-Exceed Contract Amount of \$99,600 (PW)
- Attachments:** [Attachment 1 - Amendment No. 1](#)
[Attachment 2 - Resolution](#)
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- C.12** Receive and File the 2025 Local Appointments List Outlining City Boards, Commissions, and Committees Appointments and Upcoming Vacancies Occurring in 2026 Calendar Year (CLK)

Attachments: [Attachment 1 - 2025 MADDY ACT - Local Appointments List](#)

- C.13** Appoint Dawson Hayre to the Lodi Improvement Committee (CLK)
- C.14** Set Public Hearing for January 7, 2026 to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code Chapter 2.12 "City Manager" Section 2.12.050 "Removal" (CA)
- C.15** Set Public Hearing for January 7, 2026 to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code Chapter 15.44 "Off-Site Improvements and Dedications," by updated Section 15.44.040 "Exemption or Deferment" (CM)

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

- F.1 Public Hearing to Consider Adoption of the 2025 California Building Code, California Existing Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, and Fire Code (CD)

Attachments: [Attachment 1 - Chapter 15.02 \(redlined\)](#)
[Attachment 2 - Chapter 15.02 \(clean\)](#)
[Attachment 3 - Chapter 15.04 \(redlined\)](#)
[Attachment 4 - Chapter 15.04 \(clean\)](#)
[Attachment 5 - Chapter 15.06 \(redlined\)](#)
[Attachment 6 - Chapter 15.06 \(clean\)](#)
[Attachment 7 - Chapter 15.08 \(redlined\)](#)
[Attachment 8 - Chapter 15.08 \(clean\)](#)
[Attachment 9 - Chapter 15.12 \(redlined\)](#)
[Attachment 10 - Chapter 15.12 \(clean\)](#)
[Attachment 11 - Chapter 15.16 \(redlined\)](#)
[Attachment 12 - Chapter 15.16 \(clean\)](#)
[Attachment 13 - Chapter 15.18 \(redlined\)](#)
[Attachment 14 - Chapter 15.18 \(clean\)](#)

- Ord. F.2 Public Hearing to Consider Waiving the First Reading and Introducing an Ordinance Repealing and Replacing Lodi Municipal Code, Section 13.20.020 - Energy Theft Diversion/Field Services Fee Recovery (EU)

Attachments: [Attachment 1 - PowerPoint Presentation](#)
[Attachment 2 - Ordinance - Proposed Changes](#)
[Attachment 3 - Ordinance - Clean Copy](#)

- Ord. F.3 Public Hearing to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code, Title 1 (General Provisions) Chapter 1.10 "Administrative Enforcement Provision" and Title 6 (Animals) Section 6.04.030 "Redemption of Impounded Animals"; Chapter 6.08 "Prohibited Animals"; Section 6.12.010 "License-Required"; Section 6.12.060 "Vaccination-Required-Certificate-Exceptions"; Section 6.12.070 "Business of Breeding or Raising"; Section 6.12.110 "Animal Noise"; Section 6.12.120 "Animals at Large"; Section 6.12.150 "Mandatory Microchipping of Dogs and Cats"; Section 6.14.020 "Sanitation of Premises"; Section 6.14.030 "Removal of Animal Waste"; Section 6.14.050 "Management of Cat Population; Permitted Acts"; Section 6.15.010 "Definitions"; and Section 6.15.020 "Behavior Prohibited. (PD/CA)

Attachments: [Attachment 1 - Animal Services LMC Update](#)
[Attachment 2 - Animal Services LMC Update Redline](#)

G. Regular Calendar

- Res. G.1 Adopt a Resolution Authorizing Interim City Manager to Execute Improvement Agreement for the 620 South Central Avenue Public Improvements (PW)

Attachments: [Attachment 1 - Exhibit A - Vicinity Map](#)
[Attachment 2 - Improvement Agreement](#)
[Attachment 3 - Resolution](#)

- G.2** Receive Presentation from the Community Development Department on the Community Improvement Division Yearly Update (CD)

Attachments: [Attachment 1 - 2024 End of Year Report](#)
[Attachment 2 - Number of Cases](#)

- Res. **G.3** Adopt a Resolution Approving the Memorandum of Understanding between the City of Lodi and the Police Officers Association of Lodi for the Period of July 1, 2025 through June 30, 2028 (HR)

Attachments: [Attachment 1 - POAL MOU](#)
[Attachment 2 - Resolution](#)

- Res. **G.4** Adopt a Resolution Approving the Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association for the Period of July 1, 2025 through June 30, 2028 (HR)

Attachments: [Attachment 1 - LPDA MOU](#)
[Attachment 2 - Resolution](#)

- Res. **G.5** Adopt a Resolution Approving the Statement of Benefits (SOB) Between the City of Lodi and the Lodi Fire Mid-Management for the Period July 1, 2025 through June 30, 2028 (HR)

Attachments: [Attachment 1 - FMM Statement of Benefits](#)
[Attachment 2 - Resolution](#)

- G.6** Assign and Confirm Annual Appointments of City Council Members on Various Boards, Committees, and Commissions (CLK)

Attachments: [Attachment 1 - Council Appointments to Boards & Commissions 2026](#)

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 Certificate of Recognition to the Lodi High School Girls Golf Team (CLK)

MEETING DATE:

December 17, 2025

PREPARED BY:

Kaylee Clayton, Sr. Administrative Clerk-Conf.

RECOMMENDED ACTION:

Mayor Yepez will present a certificate of recognition to the Lodi High School Girls Golf Team.

BACKGROUND INFORMATION:

The Mayor has been requested to present a certificate of recognition to the Lodi High School Girls Golf Team in recognition of their outstanding commitment, sportsmanship, and excellence on and off the golf course.

STRATEGIC VISION:

Not applicable.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

Certificate of Recognition

presented to

Lodi High Girls Golf Team

On behalf of the Lodi City Council, I, Mayor Cameron Bregman, proudly present this certificate in recognition of an exceptional season of athletic excellence and teamwork.

Your outstanding display of sportsmanship, dedication, and competitive excellence—both on and off the golf course—has brought great honor to Lodi High School and our community. We commend Coach Tara Staal and each member of the team for representing the Flames with pride and setting a fine example for others to follow.

Your 15–0 league record, Tri-City Athletic League Tournament Championship, and League Title are remarkable achievements that reflect your commitment, focus under pressure, and passion for the game.

Congratulations on an unforgettable season, and best wishes for continued success in all your future endeavors.

SIGNED *this 17th day of December, 2025.*



COUNCIL COMMUNICATION

AGENDA TITLE:

Fiscal Year 2025/26 First Quarter Budget Update (IS - BUD)

MEETING DATE:

December 17, 2025

PREPARED BY:

Jennelle Baker, Budget Manager

RECOMMENDED ACTION:

This is an informational report; no action is requested on this item.

BACKGROUND INFORMATION:

This informational item presents unaudited revenue and expenditure results through the first period of FY 2025/26. This report presents City-wide Funds revenue and expenditure results through the first three periods of FY 2025/26 (July-Sept). In addition, the report highlights General Fund revenue and expenditure results in comparison to estimates used in the development of the current FY 2025/26 budget.

Through the first quarter of FY 2025/26, General Fund (GF) expenditures and encumbrances were \$42.4 million, or 44.5% of the adjusted budget of \$95.3 million. Of the adjusted budget, \$5.5 million was re-appropriated from FY 2024/25 for encumbrances and allocations for the Assistance to Firefighters Grant, and the remaining American Rescue Plan Act (ARPA) funding was assigned to the operation and planning of the Access Center. Both of these allocations have revenue offset, and the projects or activities were not completed as of June 30, 2025.

The first quarter reporting does not include any assumptions for Memorandum of Understanding (MOU) updates or ongoing negotiations, and is solely based on the original budget and the adjustments mentioned above. As the remaining MOU negotiations unfold, expenditures will continue to be monitored and projections updated to assess the impact on the General Fund. The results of this analysis and potential budget adjustments will be discussed during the mid-year budget review.

COUNCIL COMMUNICATION

Table 1 - General Fund FY 2025/26 Revenues

ACCOUNT DESCRIPTION	REVISED BUDGET	1st QUARTER ACTUALS	% USED	NOTES
Police	\$ 1,086,210	\$ 170,959	16%	
Fire	\$ 967,370	\$ 58,486	6%	1a
Public Works	\$ 572,620	\$ 397,642	69%	
Community Improvement	\$ 42,000	\$ 5,288	13%	
Non-Departmental	\$ 14,922,380	\$ 2,040,371	14%	1b
Operating Transfer In	\$ 11,548,790	\$ 10,845,150	94%	1c
Property Tax	\$ 16,500,000	\$ 225,435	1%	1d
Sales and Use Tax	\$ 17,150,910	\$ 4,002,006	23%	1e
State Motor Vehicle In-Lieu	\$ 7,660,000	\$ 101,657	1%	1f
EU - Payment in Lieu of Tax	\$ 7,765,150	\$ 7,765,150	100%	1g
Investment Earnings	\$ 1,700,000	\$ 1,096,329		
Community Facilities District (CFD)	\$ 1,133,470	\$ -	0%	1h
Measure L Sales Tax	\$ 8,739,160	\$ 2,341,466	27%	1i
General Fund Total	\$ 89,788,060	\$ 29,049,939	32%	

- 1a** Only received \$2,407 out of the projected \$529,370 AFG Grant Reimbursement and No Strike Team Revenue YTD
- 1b** Rent payment from Peaker plant will be received in March 2026 (\$2,800,000)
- 1c** Full Cost of Services transfer (\$10,845,150) made in the first quarter
- 1d** Property tax payments from the County received in January and June of the fiscal year
- 1e** Sales tax revenue for July, August, and September
- 1f** Vehicle License Fee payments from the County received in January and June of the fiscal year
- 1g** EU PILOT transfer was received at the beginning of the fiscal year
- 1h** CFD payments from the County is received in January and June of the fiscal year
- 1i** Sales tax revenue for July, August, and September

COUNCIL COMMUNICATION

Table 2 - General Fund FY 2025/26 Expense

ACCOUNT DESCRIPTION	REVISED BUDGET	1ST QUARTER ACTUALS	% USED*	NOTES
City Clerk	\$ 681,380	\$ 205,894	30%	
City Council	\$ 288,810	\$ 20,918	7%	
City Manager	\$ 1,426,240	\$ 508,853	36%	2a
Economic Development	\$ 752,360	\$ 210,479	28%	
City Attorney	\$ 1,395,350	\$ 452,060	32%	
Internal Services Admin	\$ 114,870	\$ 31,741	28%	
Budget	\$ 581,920	\$ 179,072	31%	
Accounting	\$ 1,247,660	\$ 415,887	33%	
Revenue/Billing	\$ 2,375,360	\$ 601,865	25%	
Human Resources	\$ 1,175,780	\$ 305,648	26%	
Information Technology	\$ 2,876,320	\$ 915,442	32%	
Police	\$ 33,263,170	\$ 13,871,401	42%	2b
Fire	\$ 20,104,257	\$ 7,117,191	35%	2c
Public Works	\$ 4,830,200	\$ 1,377,488	29%	
Community Improvement	\$ 477,540	\$ 139,542	29%	
Non-Departmental	\$ 17,295,990	\$ 12,415,471	72%	2d
Community Facilities District (CFD)	\$ 1,133,470	\$ 1,128,970	100%	2e
Library (Measure L)	\$ 126,480	\$ 30,386	24%	
ARPA	\$ 5,185,505	\$ 237,281	5%	
General Fund Total	\$ 95,332,661	\$ 40,165,590	42%	

* Expenses in all departments include the once-per-year PERS Unfunded Accrued Liability (UAL) payment that is due in July. The General Fund's portion of the UAL payment for FY 2025/26 was \$10,928,750 or 12% of the General Fund's overall budget. In addition, all Personal Liability, Property Damage, and Workers' Compensation distributions were transferred to the Self-Insurance fund in the first quarter. These expenses directly increase the YTD budget percentage for all departments.

2a Salary and benefits costs may need to be adjusted at mid-year due to additional personnel costs and payouts

2b Debt Service Payment, and Vehicle and Equipment transfers were made in the first quarter in the amount of \$1,489,710

2c Vehicle and Equipment transfers were made in the first quarter in the amount of \$830,640

2d Operational transfers to Parks, Recreation and Cultural Services and Library, GF Debt Service, Streets Maintenance of Effort, IT Refresh GF portion, and General Fund Capital were made in the first quarter and make up the total expense YTD.

2e Transfer to the General Fund was made in the first quarter, offsetting Revenue that will be realized in January and June of this fiscal year

COUNCIL COMMUNICATION

Table 3 - City-wide FY 2025/26 Revenue By Fund

FUND	REVISED BUDGET	1ST QUARTER ACTUALS	% USED	NOTE
General Fund	\$ 89,788,060	\$ 29,049,939	32.4%	
Library	\$ 1,701,690	\$ 1,690,916	99.4%	3a
Parks, Recreation, and Cultural Services	\$ 9,540,650	\$ 7,683,327	80.5%	3b
Special Revenue and Grants	\$ 441,150	\$ 86,609	19.6%	
Community Development	\$ 4,123,330	\$ 1,136,003	27.6%	
Streets	\$ 7,504,120	\$ 2,533,001	33.8%	3c
Transportation Development Act	\$ 104,930	\$ -	0.0%	3d
Community Improvement Grants	\$ 12,400,910	\$ 650,032	5.2%	3e
Vehicle and Equipment Replacement	\$ 2,286,550	\$ 2,351,550	102.8%	3f
Capital Outlay	\$ 2,902,180	\$ 1,529,195	52.7%	3g
Debt Service	\$ 1,641,600	\$ 1,641,600	100.0%	3h
Electric Utility	\$ 97,200,230	\$ 29,232,201	30.1%	
Wastewater Utility	\$ 19,473,590	\$ 7,460,635	38.3%	
Water Utility	\$ 15,638,060	\$ 4,962,422	31.7%	
Transit	\$ 8,890,430	\$ 110,619	1.2%	3i
Fleet	\$ 2,970,000	\$ 210,762	7.1%	3j
Employee Benefits	\$ 10,768,680	\$ 3,706,173	34.4%	
Self-Insurance	\$ 7,409,980	\$ 7,110,038	96.0%	3k
Trust & Agency	\$ 33,800	\$ -	0.0%	
City -Wide Total	\$ 294,819,940	\$ 101,145,023	34.3%	

- 3a** Operational transfer from GF to the Library was made in the first quarter
- 3b** Operational transfer from GF to PRCS was made in the first quarter
- 3c** Maintenance of Effort transfer from GF to Streets was made in the first quarter in the amount of \$1,148,950
- 3d** Revenue received from the County at the end of the fiscal year
- 3e** Reimbursement-based revenue can take a quarter to realize revenue after expense activity is reported
- 3f** Transfer from GF to equipment and vehicle replacement was made in the first quarter, and a donation from the Lodi Fire Foundation for a Cardiac Monitor in the amount of \$65,000
- 3g** Transfer from GF to Capital was made in the first quarter, and additional revenue for the IMF funds will be realized from fees
- 3h** Transfer from GF to GF Debt was made in the first quarter
- 3i** Revenue for Transit is reimbursed and can take a quarter or longer to realize revenue after expense activity is reported
- 3j** Revenue is a transfer from departments that utilize Fleet Services, as of September full cost of services had not been transferred
- 3k** Transfer from all departments into the Risk fund was completed in the first quarter

COUNCIL COMMUNICATION

Table 4 - City-wide FY 2025/26 Expense By Fund

FUND	REVISED BUDGET*	1ST QUARTER ACTUALS	% USED**	NOTE
General Fund	\$ 95,332,661	\$ 40,165,590	42.1%	
Library	\$ 1,896,860	\$ 715,362	37.7%	4a
Parks, Recreation, and Cultural Services	\$ 9,633,300	\$ 3,751,668	38.9%	4b
Special Revenue and Grants	\$ 441,150	\$ 86,609	19.6%	
Community Development	\$ 6,511,080	\$ 1,808,076	27.8%	
Streets	\$ 16,850,318	\$ 3,559,250	21.1%	
Transportation Development Act	\$ 136,280	\$ -	0.0%	
Community Improvement Grants	\$ 11,078,454	\$ 863,891	7.8%	
Vehicle and Equipment Replacement	\$ 2,825,940	\$ 192,687	6.8%	
Capital Outlay	\$ 16,465,179	\$ 1,284,604	7.8%	
Debt Service	\$ 1,641,600	\$ 1,180,100	71.9%	4c
Electric Utility	\$ 100,679,572	\$ 37,390,690	37.1%	
Wastewater Utility	\$ 33,541,108	\$ 7,817,663	23.3%	
Water Utility	\$ 29,315,377	\$ 4,425,759	15.1%	
Transit	\$ 13,438,838	\$ 4,220,740	31.4%	
Fleet	\$ 3,484,212	\$ 434,307	12.5%	
Employee Benefits	\$ 12,101,780	\$ 2,741,632	22.7%	
Self-Insurance	\$ 9,834,705	\$ 4,988,291	50.7%	4d
Trust & Agency	\$ 60,340	\$ -	0.0%	
City -Wide Total	\$ 365,268,754	\$ 115,626,919	31.7%	

* Increases in the revised budget due to the Capital project budget roll in the first quarter

** Expenses in all departments include the once-per-year PERS Unfunded Accrued Liability (UAL) payment that is due in July. All funds portion of the UAL payment for FY 2025/26 was \$15,068,410. In addition, all Personal Liability, Property Damage, and Workers' Compensation distributions were transferred to the Self-Insurance fund in the first quarter. These expenses directly increase the YTD expense percentage for all departments.

4a Full transfer of Cost of Services made in the first quarter in the amount of \$230,930

4b Full transfer of Cost of Services made in the first quarter in the amount of \$1,499,670

4c GF Debt Service payment of principal and interest made in the first quarter, interest-only payment schedule in Q3

4d CJPRMA General Liability premium paid in the Q1

STRATEGIC VISION:

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

FISCAL IMPACT:

Not Applicable.

FUNDING AVAILABLE:

Not Applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Approving Final Budget Adjustments for Fiscal Year 2024-25 and Appropriating Funds (\$665,508) (IS - BUD)

MEETING DATE:

December 17, 2025

PREPARED BY:

Jennelle Baker, Budget Manager

RECOMMENDED ACTION:

Adopt a Resolution Approving Final Budget Adjustments for Fiscal Year 2024-25 (FY 25) and Appropriating Funds in the amount of \$665,508.

BACKGROUND INFORMATION:

The year-end closing process for each fiscal year typically takes several months to finalize all expenditures and journal postings. During the closing process for FY 25, it was discovered that additional budgeted transfers and appropriations were needed for Streets, Water, Wastewater, General Fund Debt and Electric Utility Capital Funds.

Public Works Street Division required a transfer of \$1,964,433.87 from the Streets Measure K fund (303) to the Streets Gas Tax fund (301) to clear a fund deficit. Measure K funds and Gas Tax funds are both unrestricted and allowable for operations. The expenses that caused the deficit were Streets-related operational activities only.

The Public Works Water and Wastewater Divisions needed transfers of \$13,500,000 from the Wastewater operating fund (530) to the Wastewater Capital fund (531) and \$1,750,000 from the Water operating fund (560) to the Water Capital fund (561). These transfers cover the FY 25 and estimated FY 26 Capital expenses approved by the Council for both enterprise funds. The plan to remedy these “catch-up” Capital transfers is to request the transfer of funds at the time of budget planning or when the Capital Improvement project is presented to Council for approval at a regular meeting.

The General Fund Misc. Debt Service Charges (40998100.75099) required a transfer of \$650 from the Non-Departmental Misc. Contracts Services account (10095000.72499) due to the US Bank administrative charges being \$650 higher than budgeted.

The Electric Utility (EU) capital program includes several projects that are needs-based driven and annual budgets are created based on expected expenditure needs. The projects that require additional appropriations are difficult to predict in terms of final expenditures and EU cannot stop operations that involve maintaining or fixing infrastructure toward the end of the year. Based on the timelines to get to the Council, the end-of-year clean-up is the most timely way to present these Capital needs to the Council. EU adjusts capital budget at mid-year based on best estimates, but end-of-year overages are often expected as a possibility to occur due

COUNCIL COMMUNICATION

to unknown contingency costs. For FY 2024-25, five projects were overspent due to an increase in service level demands, and increased system improvement/maintenance efforts that are associated with safety and reliability. These costs totaled \$665,508 and were mostly offset by payments made by customers for the installation of electrical infrastructure, development impact fees, and reduced operating expenses. The projects in need of appropriations:

- Work for Others (EUCP-15004) - \$75,355
- Substation Maintenance (EUCP-23001) - \$137,081
- S/L Maintenance (EUCP-21001) - \$2,488
- O/H Cap Maintenance (EUCP-21002) - \$54,553
- U/G Cap Maintenance (EUCP-21006) - \$396,031

STRATEGIC VISION:

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

FISCAL IMPACT:

Account Number	Account Description	Adjustment
Department Budget Increases		
Expense Adjustment		
303.76050	Measure K Fund	\$ 1,964,433.87
530.76050	Wastewater Operations	\$ 13,500,000.00
560.76050	Water Operations	\$ 1,750,000.00
10095000.7249	Non-Departmental Misc. Contract Services	\$ 650.00
50199000.7702	Electric Utility Capital	\$ 665,508.00
Total Expense Adjustments		\$ 17,880,591.87
Revenue Adjustment		
301.50050	Streets - Gas Tax 2105-7	\$ 1,964,433.87
531.50050	Wastewater Capital	\$ 13,500,000.00
561.50050	Water Capital	\$ 1,750,000.00
49098100.7509	General Fund Debt	\$ 650.00
Total Revenue Adjustments		\$ 17,215,083.87

FUNDING AVAILABLE:

Revenue and expenditure budget adjustments per Attachment 1 - Exhibit A, Final Budget Adjustments FY 2024-25.

Exhibit A
 Final Budget Adjustments
 FY 2024-25

Account Number	Account Description	Amount
Transfers Out		
303.76050	Measure K Fund	\$ 1,964,433.87
530.76050	Wastewater Operations	\$ 13,500,000.00
560.76050	Water Operations	\$ 1,750,000.00
10095000.72499	Non-Departmental Misc. Contract Services	\$ 650.00
Total Transfer Out Adjustments		\$ 17,215,083.87
Transfers In		
301.50050	Streets - Gas Tax 2105-7	\$ 1,964,433.87
531.50050	Wastewater Capital	\$ 13,500,000.00
561.50050	Water Capital	\$ 1,750,000.00
49098100.75099	General Fund Debt	\$ 650.00
Total Transfer In Adjustments		\$ 17,215,083.87
Appropriation		
50199000.77020	Electric Utility Capital Increase	\$ 665,508.00

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING FINAL BUDGET
ADJUSTMENTS FOR FISCAL YEAR 2024/25 AND APPROPRIATING FUNDS
(\$665,508)

=====

WHEREAS, the Lodi City Council adopted the Fiscal Year 2024/25 Financial Plan and Budget on June 20, 2024; and

WHEREAS, the year-end reporting period for Fiscal Year 2024/25 has been completed; and

WHEREAS, additional budget transfers and appropriations for Streets, Water, Wastewater, General Fund Debt and Electric Utility Capital Funds are necessary to address unbudgeted expenditure needs for Fiscal Year 2024/25; and

NOW, THEREFORE BE IT RESOLVED that the Lodi City Council does hereby authorize the additional Fiscal Year 2024/25 appropriations and adjustments totaling \$17,880,592, as outlined on Exhibit A.

Dated: December 17, 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 December 17, 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:

Accept Quarterly Report of Purchases between \$30,000 and \$60,000 through September 30, 2025 (IS - FIN)

MEETING DATE:

December 17, 2025

PREPARED BY:

Chia Lor, Accounting Manager

RECOMMENDED ACTION:

Accept Quarterly Report of Purchases between \$30,000 and \$60,000 through September 30, 2025.

BACKGROUND INFORMATION:

Lodi Municipal Code (LMC) Section 2.12.060 (T) requires the City Manager to prepare a quarterly report of contracts valued at not less than \$30,000 and not greater than \$60,000. The report (Attachment 1) summarizes contract activities within that range for the quarter ending September 30, 2025. The activities are categorized into purchases awarded or made by Purchase Order, Cal-Card transactions, and Contract, including Change Orders and Amendments. In addition, a category for Electric Utility Purchases made between \$30,000 and \$250,000 is included.

With this report, Staff provides Council with the full scope of purchasing activity in accordance with LMC Section 2.12.060 (T).

STRATEGIC VISION:

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

FISCAL IMPACT:

There is no fiscal impact from the preparation of this report.

FUNDING AVAILABLE:

Adequate funding was programmed in the Fiscal Year 2025/26 budget for the purchases on this report.

Quarterly Report of Purchases by Purchase Order – 2025, Q3

Purchase Order No.	Contractor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts, 3.20.077 – Electronic hardware and software, and 3.20.110 - Open market procedure.				
2260051	Sanborn Chevrolet, Inc.	Traverse Replacing Vehicle 05-091	300 – Police	54,150
2260059	Badger Meter	Meter Inventory	515 – MSC Warehouse	51,177
2260044	JWC Environmental	Band Screen Chain and Panel Wear Plastics	530 – PW Wastewater	47,163
2260052	Sanborn Chevrolet, Inc.	Equinox Replacing Vehicle 05-104	300 – Police	36,348
2260053	Sanborn Chevrolet, Inc.	Equinox Replacing Vehicle 05-077	300 – Police	36,348
2260050	Magnet Forensics	Gray Key License Advanced	300 - Police	34,760
2260004	Imprivata, Inc.	IT – Virtual Machine Access Secure Link	204 – I/S Information Systems	32,940
2260074	Pape Machinery, Inc.	Parts – Enviro Charge, Parts, Dismount, Cleaning	550 – PW Fleet	43,659

Quarterly Report of Purchases by Cal-Card – 2025, Q3

Merchant / Vendor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 – Bidding, 3.20.077 – Electronic hardware and software, and 3.20.110 - Open market procedure.			

Quarterly Report of Purchases by Contract – 2025, Q3

Contract No.	Contractor	Description	Department	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts.				
326037	Robertson – Bryan, Inc.	Aeration Diffuser Systems	500 - PW Administration	58,579
326000	George Reed, Inc.	2025 -2027 Asphalt Materials	505 – PW Engineering	58,494
326021	Ready to Work	Litter Abatement Services	560 - PW Streets	55,287
326025	Ready Rebound, Inc.	Workers Comp. Services for Orthopedic Services	205 - I/S – Risk Management	54,890
326054	Northern California Power Agency	Multi – Services Consulting Services	600 – Electric Utility	53,040
326032	L & H Airco	On-call Building Control Systems Support Services	510 – PW Facilities	50,150
326068	Steven M. Hoslett, CPA	Accounting Review Services	100 – City Manager	45,000
326005	St. Francis Electric, LLC	2025 – 2027 Traffic Signal Preventative Maint. & Repair	505 – PW Engineering	44,770
325045	John D. Wait Masonry, Inc.	2025-27 Block Wall Repair Program	505 – PW Engineering	42,625
326040	Northern California Power Agency	Income Verification Services for Customer Programs	600 – Electric Utility	33,230
326027	Honeywell International, Inc.	Station Alerting	400 – Fire	32,036

Quarterly Report of Contract Amendments and Change Orders – 2025, Q3

Contract No.	CO# or Amend#	Contractor	Original Contract	Amendment	Change Order	Previous Adds	Revised Total	Department	Signer Title
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts.									
323187	Amend	Michael John Georguson	66,384	33,192			99,576	PW Streets	City Manager
325048	Amend	Bradley Jay Poser	25,000		30,000		55,000	PRCS Parks	City Manager
325140	CO	Kaler General Contractors, Inc.	469,000		33,574		502,574	PRCS Admin	City Manager

Quarterly Report of Electric Utility Purchases \$30,000 and \$250,000 – 2025, Q3

Purchase Order No.	Contractor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts, 3.20.077 – Electronic hardware and software, and 3.20.110 - Open market procedure.				
2260028	Mitsubishi Electric	Inventory Items	615 – EU Warehouse	228,232
2260003	Southern Electrical	Inventory Items	615 – EU Warehouse	58,220
2260020	Ron DuPratt Ford	2024 Ford F-150 XL 4x2	615 – EU Warehouse	49,842
2260027	Kia of Stockton	2025 Kia Sportage	615 – EU Warehouse	43,818
2260068	Sanborn Chevrolet, Inc.	2025 Chevrolet Equinox EV	615 – EU Warehouse	39,446
2260037	Stella-Jones Corporation	Inventory Items	615 – EU Warehouse	39,396
2260078	Stella-Jones Corporation	Inventory Items	615 – EU Warehouse	37,423
2260049	Sanborn Chevrolet, Inc.	2025 Chevrolet Equinox EV	615 – EU Warehouse	36,443
2260019	Ron DuPratt Ford	2025 Ford Ranger XL 4X2	615 – EU Warehouse	35,750
2260021	Ron DuPratt Ford	2025 Ford Ranger XL 4X2	615 – EU Warehouse	37,317



COUNCIL COMMUNICATION

AGENDA TITLE:

Accept the Quarterly Investment Report For the Last Three Quarters of Fiscal Year 2024-25 (IS-FIN)

MEETING DATE:

December 17, 2025

PREPARED BY:

Chia Lor, Accounting Manager

RECOMMENDED ACTION:

Accept the quarterly investment report.

BACKGROUND INFORMATION:

Government Code Section 53646 prescribes suggested investment reporting requirements for California public agencies. The City Council adopted Investment Policy aligns with the requirements of Section 53646. Since the last acceptance of the Investment Report on November 20, 2024 for the quarter ended September 30, 2024 of FY 2025, no additional Investment Report has been presented to Council for FY 2025.

The investment report has been condensed into a new format that groups each investment instruments into categories, in accordance with the City's Investment Policy. This format is intended to provide a high-level overview. It was presented to the Finance Committee and formally approved at the November 19, 2025 committee meeting. To maintain transparency and detail, the Committee will continue to receive and review the full comprehensive version of the report.

The attached Investment Report includes the following quarters:

- Quarter ended December 31, 2024 (Q2 of FY 2025) - Attachment 1
- Quarter ended March 31, 2025 (Q3 of FY 2025) - Attachment 2
- Quarter ended June 30, 2025 (Q4 of FY 2025) - Attachment 3

These reports follow the State's recommended reporting requirement and comply with the City of Lodi's Investment Policy and Internal Control Guidelines.

The City's current investments meet the primary objectives outlined in the City of Lodi's Investment Policy as follows. In priority order, those objectives and brief analysis are:

1. **Safety.** As of June 30, 2025, 57.47% of the portfolio is invested in cash or cash equivalents, which carry minimal risk to principal. The remaining investments are purchased meeting minimum credit quality requirements outlined in the policy to provide for high probability of capital preservation in the portfolio.
2. **Liquidity.** The portfolio allows for sufficient liquidity to meet projected cash flow needs to comply with

COUNCIL COMMUNICATION

City reserve policies, and effectively manage City operations. The 57.47% of investments held in cash or equivalents can be quickly converted to cash if necessary.

3. Yield. The City will attempt to obtain the most reasonable yield possible when selecting an investment provided that the safety and liquidity objectives are met. From October 1, 2024 through June 30, 2025, the City earned a cumulative \$6,152,947 in interest on the portfolio across the following quarters:

- Quarter ended December 31, 2024: \$1,777,663
- Quarter ended March 31, 2025: \$ 2,132,525
- Quarter ended June 30, 2025: \$2,242,759

Note this does not include unrealized gains and losses from changes in investment market value.

To minimize market value erosion, the City's strategy is to purchase investments with the intent to hold them until maturity. This approach promotes long-term stability and avoids reactive decision-making based on short-term market fluctuations.

The City Council has authorized the Treasurer to make investments on behalf of the City. Investments are made using the Prudent Investment Standard, in compliance with State law and the City of Lodi's Investment Policy.

STRATEGIC VISION:

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

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

As per attached reports.



**QUARTERLY INVESTMENT REPORT
DECEMBER 31, 2024**

Current Portfolio Summary:

As of December 31, 2024, the investment portfolio was in conformity with all state laws and the City's Investment Policy. In accordance with the Investment Policy adopted by City Council, the City Treasurer strives to meet the investment objectives in the following priority order:

1. **Safety** - Preservation of capital in overall portfolio.
2. **Liquidity** - Ability to liquidate investments to meet expenditure requirements.
3. **Yield** - Attainment of a reasonable rate of return.

The following table (Table 1) presents a summary of the current portfolio of the City's investments by the percentage held in each permitted investment type compared to the maximum allocation allowed and the recorded value as of December 31, 2024.

Table 1:

Investment Type (Authorized)	Maturity		Policy Maximum (%)	Current Portfolio (%)	Recorded Value
U.S. Treasury Obligations	5 years	Fixed-Term	100%	1.98%	\$ 3,554,465
U.S. Government Agency Securities	5 years	Fixed-Term	100%	11.50%	20,656,365
Bankers Acceptances	180 days	-	40%	0.00%	-
Certificate of Deposits	5 years	Fixed-Term	100%	0.44%	784,313
Negotiable Certificate of Deposits	5 years	Fixed-Term	30%	2.05%	3,688,386
Commercial Paper	270 days	-	30%	0.00%	-
California State Local Agency Investment Fund	Indefinite	On-Demand	100%	27.21%	48,888,674
Passbook Deposits	Indefinite	-	100%	0.00%	-
Mutual Funds and Money Market Mutual Funds	N/A	On-Demand	20%	6.94%	12,468,010
Medium Term Corporation Notes	5 years	Fixed-Term	30%	15.80%	28,388,186
Joint Power Authority Pool	Indefinite	On-Demand	30%	6.12%	11,003,503
Certificate of Deposits Account Registry Services	Indefinite	-	30%	0.00%	-
Supranational Obligations	5 years	Fixed-Term	30%	4.49%	8,060,366
Municipal Securities	5 years	Fixed-Term	100%	23.47%	42,161,460
TOTAL INVESTMENTS:					\$ 179,653,726

Cash in Bank: \$ 46,095,308

TOTAL CASH & INVESTMENTS: \$ 225,749,034

I certify this report accurately reflects all city pooled investments and is in conformity with state laws and the City of Lodi's Investment Policy adopted on June 20, 2024. The investment program herein shown provides sufficient cash liquidity to meet the next six months estimated expenditures. A copy of this report is available in the City Clerk's Office or online at <http://www.lodi.gov/finance/revenue.html>.


James Lindsay (Dec 5, 2025 08:42:49 PST)

James Lindsay
Treasurer/Interim City Manager

12/05/2025

Review Date



Jennelle Baker - Bechthold
Budget Manager

12/05/2025

Review Date

Attachment 1 - Quarterly Investment Report 12.31.24

Final Audit Report

2025-12-05

Created:	2025-12-05
By:	Monica Calderon (mcalderon@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd8GEoJOCvNzYHKkON243tYiSJ5VtrfBc

"Attachment 1 - Quarterly Investment Report 12.31.24" History

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-  Agreement completed.
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**QUARTERLY INVESTMENT REPORT
MARCH 31, 2025**

Current Portfolio Summary:

As of March 31, 2025, the investment portfolio was in conformity with all state laws and the City's Investment Policy. In accordance with the Investment Policy adopted by City Council, City Treasurer strives to meet the investment objectives in the following priority order:

1. **Safety** - Preservation of capital in overall portfolio.
2. **Liquidity** - Ability to liquidate one or more investments to meet unexpected expenditures.
3. **Yield** - Attainment of a reasonable rate of return, provided the criteria for Safety and Liquidity are met.

The following table (Table 1) presents a summary of the current portfolio of the City's investments by the percentage held in each permitted investment type compared to the maximum allocation allowed and the recorded value as of March 31, 2025.

Table 1:

Investment Type (Authorized)	Maturity		Policy Maximum (%)	Current Portfolio (%)	Recorded Value
U.S. Treasury Obligations	5 years	Fixed-Term	100%	1.83%	\$ 3,342,043
U.S. Government Agency Securities	5 years	Fixed-Term	100%	9.44%	17,201,566
Bankers Acceptances	180 days	-	40%	0.00%	-
Certificate of Deposits	5 years	Fixed-Term	100%	0.43%	784,313
Negotiable Certificate of Deposits	5 years	Fixed-Term	30%	1.89%	3,439,973
Commercial Paper	270 days	-	30%	0.00%	-
California State Local Agency Investment Fund	Indefinite	On-Demand	100%	27.12%	49,414,152
Passbook Deposits	Indefinite	-	100%	0.00%	-
Mutual Funds and Money Market Mutual Funds	N/A	On-Demand	20%	12.82%	23,359,618
Medium Term Corporation Notes	5 years	Fixed-Term	30%	14.47%	26,364,482
Joint Power Authority Pool	Indefinite	On-Demand	30%	6.15%	11,195,906
Certificate of Deposits Account Registry Services	Indefinite	-	30%	0.00%	-
Supranational Obligations	5 years	Fixed-Term	30%	3.79%	6,902,898
Municipal Securities	5 years	Fixed-Term	100%	22.06%	40,186,230
TOTAL INVESTMENTS: \$					182,191,179

Cash in Bank: \$ 58,793,699

TOTAL CASH & INVESTMENTS: \$ 240,984,879

I certify this report accurately reflects all city pooled investments and is in conformity with state law and the City of Lodi's Investment Policy adopted on June 20, 2024. The investment program herein shown provides sufficient cash liquidity to meet the next six months estimated expenditures. A copy of this report is available in the City Clerk's Office or online at <http://www.lodi.gov/finance/revenue.html>.


James Lindsay (Dec 5, 2025 08:42:33 PST)

James Lindsay
Treasurer/Interim City Manager

12/05/2025

Review Date



Jennelle Baker - Bechthold
Budget Manager

12/05/2025

Review Date

Attachment 2 - Quarterly Investment Report 3.31.25

Final Audit Report

2025-12-05

Created:	2025-12-05
By:	Monica Calderon (mcalderon@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPR98hrTYhQs9zFQq3Ar4JOK0mLMnfpnx

"Attachment 2 - Quarterly Investment Report 3.31.25" History

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2025-12-05 - 4:12:21 PM GMT
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Signature Date: 2025-12-05 - 4:42:33 PM GMT - Time Source: server
-  Agreement completed.
2025-12-05 - 4:42:33 PM GMT



**QUARTERLY INVESTMENT REPORT
JUNE 30, 2025**

Current Portfolio Summary:

As of June 30, 2025, the investment portfolio was in conformity with all state laws and the City's Investment Policy. In accordance with the Investment Policy adopted by City Council, City Treasurer strives to meet the investment objectives in the following priority order:

1. **Safety** - Preservation of capital in overall portfolio.
2. **Liquidity** - Ability to liquidate one or more investments to meet unexpected expenditures.
3. **Yield** - Attainment of a reasonable rate of return, provided the criteria for Safety and Liquidity are met.

The following table (Table 1) presents a summary of the current portfolio of the City's investments by the percentage held in each permitted investment type compared to the maximum allocation allowed and the recorded value as of June 30, 2025.

Table 1:

Investment Type (Authorized)	Maturity		Policy Maximum (%)	Current Portfolio (%)	Recorded Value
U.S. Treasury Obligations	5 years	Fixed-Term	100%	1.69%	\$ 3,120,201.19
U.S. Government Agency Securities	5 years	Fixed-Term	100%	9.38%	17,297,083
Bankers Acceptances	180 days	-	40%	0.00%	-
Certificate of Deposits	5 years	Fixed-Term	100%	0.44%	820,097
Negotiable Certificate of Deposits	5 years	Fixed-Term	30%	1.74%	3,205,214
Commercial Paper	270 days	-	30%	0.00%	-
California State Local Agency Investment Fund	Indefinite	On-Demand	100%	27.08%	49,958,763
Passbook Deposits	Indefinite	-	100%	0.00%	-
Mutual Funds and Money Market Mutual Funds	N/A	On-Demand	20%	17.12%	31,573,733
Medium Term Corporation Notes	5 years	Fixed-Term	30%	13.05%	24,065,106
Joint Power Authority Pool	Indefinite	On-Demand	30%	6.15%	11,343,695
Certificate of Deposits Account Registry Services	Indefinite	-	30%	0.00%	-
Supranational Obligations	5 years	Fixed-Term	30%	3.77%	6,951,651
Municipal Securities	5 years	Fixed-Term	100%	19.58%	36,126,239
TOTAL INVESTMENTS: \$					184,461,783

Cash in Bank: \$ 57,548,159

TOTAL CASH & INVESTMENTS: \$ 242,009,942

I certify this report accurately reflects all city pooled investments and is in conformity with state law and the City of Lodi's Investment Policy adopted on June 20, 2024. The investment program herein shown provides sufficient cash liquidity to meet the next six months estimated expenditures. A copy of this report is available in the City Clerk's Office or online at <http://www.lodi.gov/finance/revenue.html>.


James Lindsay (Dec 5, 2025 08:42:14 PST)

James Lindsay
Treasurer/Interim City Manager

12/05/2025

Review Date



Jennelle Baker - Bechthold
Budget Manager

12/05/2025

Review Date

Attachment 3 - Quarterly Investment Report 6.30.25

Final Audit Report

2025-12-05

Created:	2025-12-05
By:	Monica Calderon (mcalderon@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAN0sBnEvgBE4Sksyi5LJcBpH1kX1FRMDR

"Attachment 3 - Quarterly Investment Report 6.30.25" History

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2025-12-05 - 4:42:14 PM GMT



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing the Interim City Manager to Execute Amendment No. 2 to Increase the Contract Amount for the Professional Services Agreements with 4Leaf, Inc. and BPR Consulting Group, LLC for Building Codes Plans Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services by \$395,000, for a Total Amount Not to Exceed \$2,462,000, Authorizing the Interim City Manager to Approve Change Orders Related to the Services Provided in an Amount Not to Exceed \$395,000, and Authorizing an Appropriation of \$278,000 From Community Development Fund Balance (CD)

MEETING DATE:

December 17, 2025

PREPARED BY:

Derek Poe, Chief Building Official

RECOMMENDED ACTION:

Adopt a resolution authorizing the Interim City Manager to execute Amendment No. 2 to increase the contract amount for the Professional Services Agreements with 4Leaf, Inc. and BPR Consulting Group, LLC for Building Codes Plans Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services by \$395,000, for a total amount not to exceed \$2,462,000, authorizing the Interim City Manager to approve change orders related to the services provided in an amount not to exceed \$395,000, and authorizing an appropriation of \$278,000 from the Community Development fund balance.

BACKGROUND INFORMATION:

The Community Development Department (CDD) relies on contractors such as 4Leaf, Inc. and BPR Consulting Group, LLC for Building Codes Plans Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services. Due to the longer than anticipated time to fill the vacant Chief Building Official and Building Inspector II positions, compiled with the unexpected amount of large-revenue plan examinations required to be performed by outside contractors, CDD will exceed the budgeted amount for the 2025-26 Fiscal Year.

While the Chief Building Official and Building Inspector II vacancies have been filled, the need for contracted services remains, but at a reduced scope. To ensure adequate contract amounts are available for the remainder of the contract through June 2026, an amendment to increase the contracted amount by \$395,000, for new total amount not to exceed \$2,462,000, is required. In order to meet this newly obligated contracted amount, CDD is requesting an appropriation of \$278,000 from Community Development fund balance.

STRATEGIC VISION:

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

FISCAL IMPACT:

COUNCIL COMMUNICATION

An Appropriation of \$278,000 from the Community Development fund balance to Community Development Building Division

FUNDING AVAILABLE:

Community Development Building - Account 27081000.72450 Increase

AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL SERVICES
4LEAF, INC.

THIS AMENDMENT NO. 2 to Agreement for Professional Services is made and effective this ____ day of _____, 2025 ("Amendment No. 2"), by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY"), and 4LEAF, INC., a California corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on December 13, 2022, term extension in Extension No. 1 on August 8, 2024, and Amendment No. 1 on June 17, 2025 (collectively the "Agreement"), attached hereto as Attachment 1 and made a part hereof as though fully set forth herein; and
2. WHEREAS, the Agreement provided that CONTRACTOR would perform building and fire code plans examination, inspection, and code enforcement services to the CITY on a rotation with four other vendors ("Services"); and
3. WHEREAS, on November 7, 2025, a change order was approved to increase the not to exceed amount by \$200,000, as allowed by Resolution 2025-058, for a new total amount not to exceed \$1,335,000; and
4. WHEREAS, CONTRACTOR and CITY now desire to authorize additional funds for the Agreement in the amount of \$197,500, for a new total amount not to exceed \$1,532,500 for CONTRACTOR's performance of the Services during the extended term; and
5. WHEREAS, the parties recognize that the City intends to increase the total funds allocated for all rotating vendors performing the Services as well, which would include the additional funds requested for the Agreement above; and
6. WHEREAS, CITY recommends authorizing the City Manager to approve change orders related to the Services provided by CONTRACTOR in an amount not to exceed \$395,000; and
7. WHEREAS, CONTRACTOR and CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and increase the not to exceed amount for CONTRACTOR's Services to 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

4LEAF, INC., a California corporation

JAMES LINDSAY
Acting City Manager

KEVIN DUGGAN
President

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney



AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES
4LEAF, INC.

THIS AMENDMENT NO. 1 to Agreement for Professional Services is made and effective this 17th day of June, 2025 ("Amendment No. 1"), by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY"), and 4LEAF, INC., a California corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

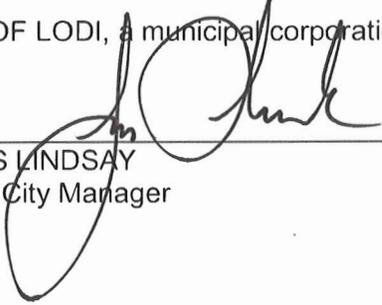
1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on December 13, 2022 and term extension in Extension No. 1 on August 8, 2024 (collectively the "Agreement"), attached hereto as Attachment 1 and made a part hereof as though fully set forth herein; and
2. WHEREAS, the Agreement provided that CONTRACTOR would perform building and fire code plans examination, inspection, and code enforcement services to the CITY on a rotation with four other vendors ("Services"); and
3. WHEREAS, CONTRACTOR and CITY now desire to authorize additional funds for the Agreement in the amount of \$435,000, for a new total amount not to exceed \$1,135,000 for CONTRACTOR's performance of the Services during the extended term; and
4. WHEREAS, the parties recognize that the City intends to increase the total funds allocated for all rotating vendors performing the Services by \$867,000, setting the new total allocation for Services in an amount not to exceed \$2,067,000 collectively, and which would include the additional funds requested for the Agreement above; and
5. WHEREAS, CITY recommends authorizing the City Manager to approve change orders related to the Services provided by CONTRACTOR in an amount not to exceed \$867,000; and
6. WHEREAS, CONTRACTOR and CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and increase the not to exceed amount for CONTRACTOR's Services to as set forth above; all other terms and conditions of the Agreement remain unchanged.

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

CITY OF LODI, a municipal corporation

4LEAF, INC., a California corporation



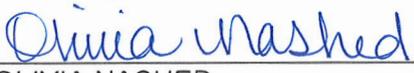
JAMES LINDSAY
Acting City Manager


Kevin Duggan (May 29, 2025 08:48 PDT)

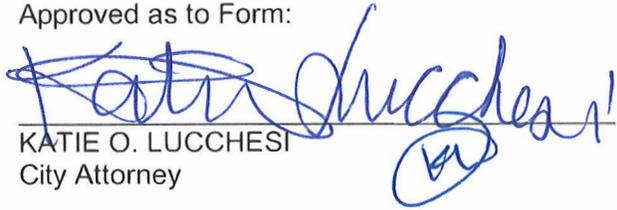
KEVIN DUGGAN
President

Attest:

Approved as to Form:



OLIVIA NASHED
City Clerk



KATIE O. LUCCHESI
City Attorney

4LEAF_Amend 1_initialed

Final Audit Report

2025-05-29

Created:	2025-05-29
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoiikM6VBn9-pUdRWSLXa4bNLG1WgMsn6

"4LEAF_Amend 1_initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2025-05-29 - 3:20:23 PM GMT
-  Document emailed to Kevin Duggan (kduggan@4leafinc.com) for signature
2025-05-29 - 3:21:05 PM GMT
-  Email viewed by Kevin Duggan (kduggan@4leafinc.com)
2025-05-29 - 3:21:46 PM GMT
-  Document e-signed by Kevin Duggan (kduggan@4leafinc.com)
Signature Date: 2025-05-29 - 3:48:47 PM GMT - Time Source: server
-  Agreement completed.
2025-05-29 - 3:48:47 PM GMT

EXTENSION NO. 1
PROFESSIONAL SERVICES AGREEMENT

4 LEAF, INC.

THIS EXTENSION No. 1 to Professional Services Agreement is made and effective this 8th day of August, 2024 ("Extension No. 1"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and 4 LEAF, INC., a California corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

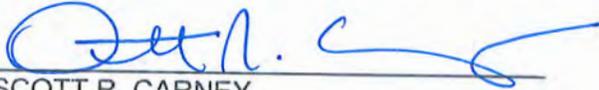
1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Building Codes Plan Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services with 4 Leaf, Inc., a California corporation, on December 13, 2022 ("Agreement"), attached hereto as Exhibit A and made part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to utilize the first two (2) year extension option and extend the term of the Agreement to October 31, 2026; and
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

NOW, THEREFORE, the parties agree to extend 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 Extension No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

4 LEAF, INC., a California corporation



SCOTT R. CARNEY
City Manager

Kevin Duggan

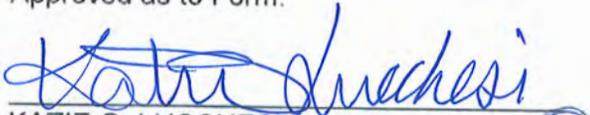
By: KEVIN DUGGAN
Title: President

Attest:



OLIVIA NASHED
City Clerk

Approved as to Form:



KATIE O. LUCCHESI
City Attorney



AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on December 13, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and 4 LEAF, INC., a California corporation (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 BUILDING CODES PLAN EXAMINING, BUILDING CODES INSPECTION, FIRE CODES PLANS EXAMINING, FIRE CODES INSPECTION, AND CODE ENFORCEMENT SERVICES (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 November 1, 2022 and terminates upon the completion of the Scope of Services or on October 31, 2024, 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 two (2), two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) 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: Dennis Canright

To CONTRACTOR: 4 LEAF, Inc.
 2126 Rheem Drive
 Pleasanton, CA 94588
 Attn: Joe Nicolas

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

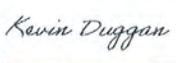


STEPHEN SCHWABAUER
City Manager

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

4 LEAF, INC., a California corporation

By: 

By: 

Name: Kevin Duggan
Title: President

Attachments:

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

Funding Source: 27081000.72450 & 10061000.72450
(Business Unit & Account No.)

Doc ID:

CA:Rev.09.2022.LT

EXHIBIT A

SEPTEMBER 8, 2022

PROPOSAL TO PROVIDE
BUILDING INSPECTION DIVISION CONTRACT SERVICES
FOR THE
CITY OF LODI

SECTION 3

SERVICES UNDERSTANDING



SECTION 3: SERVICES UNDERSTANDING

We have thoroughly reviewed the City's RFP and can meet the scope of services with no issues and without the use of subconsultants. 4LEAF is an independent firm that is properly licensed to practice in California and has no conflict of interest with regard to any other work performed by the firm for the City. We will detail our approach to each of the requested work scopes in the following pages.

BUILDING PLAN REVIEW SERVICES

4LEAF will provide Plan Review for any type of structure to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CAsp) compliance, and all other applicable ordinances. The types of projects we provide these services for include Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the jurisdiction's discretion. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software. We have a robust amount of experience with software that aids in the implementation of process mapping.



Plan Review QA/AC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of Lodi each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City of Lodi with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of Lodi or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Lodi processing requirements and return them to the City, along with our letter of completion.



Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF’s plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

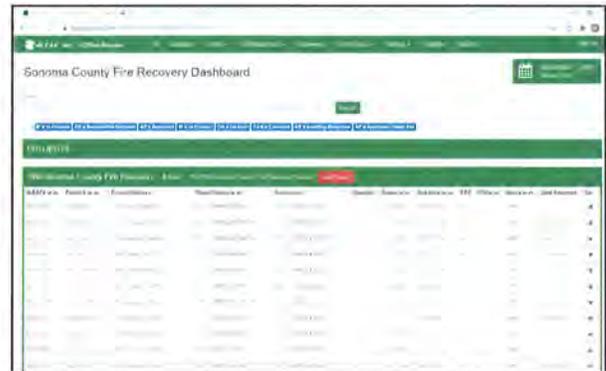
Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.**

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City’s phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail for “pick-up” to pickup@4leafinc.com.

4LEAF’s EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



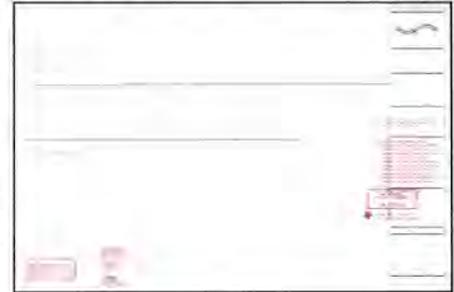
Document Control

When plans and documents are received for review, 4LEAF’s Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then



transmitted through 4LEAF’s easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF’s plan review control log through 4LEAF’s EZPlan Review Portal.

Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF’s code review methodology is “The Effective Use of the Codes” reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client’s pre-designated contacts.



Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a “green” and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF’s offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Additional Technologies

Having served more than 350 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF’s experience with tracking technologies includes, but is not limited to:



Structural Only Review

Upon request, 4LEAF will perform “structural only” reviews for the City. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZPlan Review system. 4LEAF prefers PDF files for “structural only” reviews as they allow several Structural Engineers to review plans together should there be design-related questions. The majority of 4LEAF’s plan review engineers have a design background and work well with project designers.



East Bay, North Bay, and Central Valley. Let us know your staff/project need and we will quickly and strategically develop a plan of action.

Project-Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. We currently handle large-scale projects for such clients as the County of Los Angeles, City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate municipal account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

GoFormz

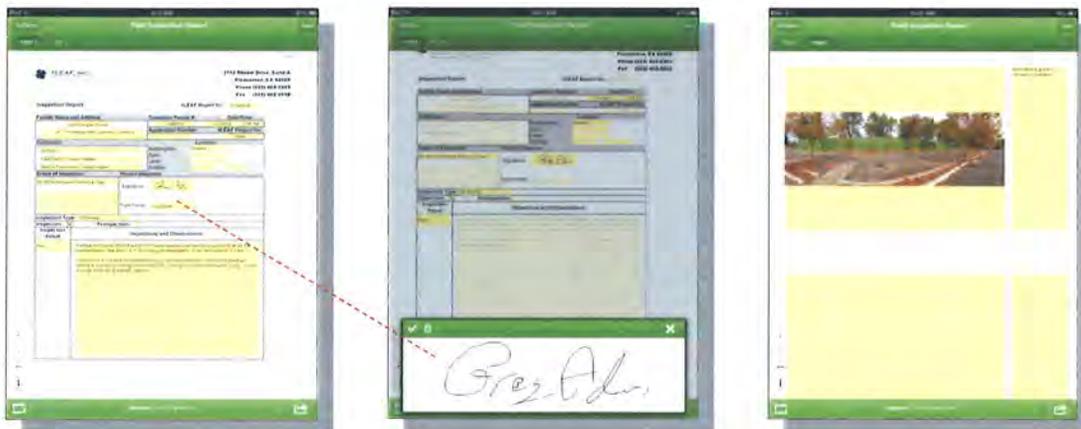
4LEAF will implement the GoFormz software for inspection requests. With licenses owned by the City, 4LEAF's Administration team will prepare inspection requests and inspection results documenting construction activity. In addition, 4LEAF will be able to extract information and provide detailed monthly reports detailing the construction activity. The reports will be detailed to identify contractors, subcontractors, work progress, pictures, and a detailed explanation of the field activities.



GoFormz allows every piece of information collected on a project to be accessible by all staff as every form is stored securely and safely in the Cloud. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data.



The inspector will be able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to the report to show the item inspected. The inspector will also be able to sign the report by hand on the iPad through the mobile signature block and pictures taken from the iPad are stored on the inspection document.





INSPECTION PERSONNEL

Below is a quick look into 4LEAF’s on-call inspection database, which is made of qualified and quality team members who are ready and able to take on the County’s projects.

INSPECTORS	CERTIFICATIONS
Christopher Fowler, CBO, OSHPD A	Certified Building Official, OSHPD A, & 25 ICC Certifications
Brent Hipsher, CBO, CASp	Certified Building Official, CASp, & 6 ICC Certifications
Bernard Zipay, CBO	Certified Building Official, MCP, & 29 ICC Certifications
Rory Shortreed, OSHPD A	OSHPD A & ICC Commercial Building Inspector
Martin Scott, OSHPD A, DSA 1	OSHPD A, DSA 1 Certification, ICC Commercial Building Inspector
Mike Leontiades, CBO	Certified Building Official & 9 ICC Certifications
Michael Renner, CBO	Certified Building Official & 11 ICC Certifications
Brad Fliehm, CBO	Certified Building Official & 18 ICC Certifications
Nick Henderson, CBO	Certified Building Official & 6 ICC Certifications
Peter Lim, CBO	Certified Building Official & 4 ICC Certifications
David Rashé, CBO, CASp	Certified Building Official, CASp, & 11 ICC Certifications
Gregory Soliz	22 ICC Certifications
Mark Hoadley	16 ICC Certifications
Dave Brakebill	13 ICC Certifications
Dave McGee	12 ICC Certifications
Jose Murillo	11 ICC Certifications
Mark Sherwood	10 ICC Certifications
Mark Hoadley	8 ICC Certifications
Wladyslaw Grobelny	8 ICC Certifications
Emilio Torres	8 ICC Certifications
Jerry Brown	8 ICC Certifications
Marcus Johnson	7 ICC Certifications
Bassem Kodeih	6 ICC Certifications
John Kuehl, CBO	6 ICC Certifications
Andrei Oustinov	6 ICC Certifications
Don Hutsell	5 ICC Certifications
Jose Murillo	4 ICC Certification
Chuck Venook	3 ICC Certifications
Jonah Canright	3 ICC Certifications
Jim Decker	3 ICC Certifications
George Cortez	3 ICC Certifications
Eric Pankratz	3 ICC Certifications
Reuben Cain	2 ICC Certifications
Steven Slaughter	2 ICC Certifications
Kyle Petersen	1 ICC Certification
Farshid Asaddehghan	1 ICC Certification
More than 150 Inspection Professionals Available	



CODE ENFORCEMENT SERVICES

4LEAF has provided the City with experienced Code Enforcement Services since May of 2021. Specifically, the City utilized the services of Mike Aguirre. Mike assisted in the transition as the City transitioned their Code Enforcement Services from the Lodi Police Department to the Community Development Department. 4LEAF can provide the City the following services:

Inspections

4LEAF can provide certified and qualified staff to perform Code Enforcement inspections in a lawful manner that respects the reasonable expectations of privacy and security of residents and their properties. Inspections conducted will determine if conditions on the properties being inspected are compliant with applicable sections of the current editions of the International Property Maintenance Code, City Code, CA Building Code, and any Code adopted by reference by the City of Lodi.



4LEAF staff will be qualified to verify that onsite conditions are consistent with the City's records for development approvals, square footage, setbacks, heights, and other requirements that may be applicable. 4LEAF staff are qualified to do the following:

- Perform inspections for violations of Building Codes and Ordinances as adopted by the City.
- Research properties for prior approvals, permits, and general information relating to violations.
- Investigate and take necessary action when a violation of City Code exists, and consulting with City Counsel as required when requested by the Code Enforcement Chief.
- Comply with the City's procedures for reporting inspection results and deficiencies.
- Using City inspection correction forms.
- Making appropriate entries in City records.
- Conduct follow-up inspections as needed.
- Notify the responsible parties of other agency approvals prior to closing a code enforcement action.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the general public and City staff on a daily basis as needed.

Enforcement

4LEAF staff have the experience in working cooperatively with property owners and other responsible parties to bring properties and/or conditions into compliance with applicable bodies of law. Our team will be able to determine when voluntary compliance is not forthcoming from property owners or responsible parties. 4LEAF staff has experience in using administrative processes including the issuance of administrative citations to credibly establish at the administrative level that violations of law exist on a property.





4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil court when necessary.

CODE ENFORCEMENT PERSONNEL

Below is a quick look into 4LEAF’s Code Enforcement database, which is made of qualified and quality team members who are ready and able to take on the City’s project. As you can see from this limited sample, we have a team with years of experience and many varying certifications.

Code Enforcement Staff	Title	Certifications
Mike Aguirre	Senior Code Enforcement Officer	Adv. Code Enforcement Officer
Sean Flanagan	Senior Code Enforcement Officer	Adv. Code Enforcement Officer
Pamela Miller	Code Enforcement Officer/Inspector	PC832
Tina Chechourka	Code Enforcement Officer/Inspector	PC832
Tom Cervantes	Code Enforcement/Fire Inspector	PC832 Levels I, II, and III
Tim Nakashima	Code Enforcement Officer	PC832
Jose Murillo	Code Enforcement Officer/Inspector	PC832
Al Fasulo	Code Enforcement Officer	PC832
Nick Henderson, CBO	Code Enforcement Officer/Inspector	PC832
Doug Martin, CASp	Code Enforcement Officer/Inspector	POST PC832
Renee Souza	Code Enforcement Officer	Advanced CEO, PC832
Stuart Blakesley	Code Enforcement/Fire Plan Reviewer	PC832
Scott Wungluck, CBO	Code Enforcement/Senior Inspector	PC832
John Juarez	Senior Code Enforcement Officer	PC832
Justine Sidie	Code Enforcement Officer	PC832, CACEO Levels I, II, and III
Rebecca Lauricella	Code Enforcement/Fire Inspector	PC832
Dave Nolta	Code Enforcement Officer/Inspector	PC832
Joe Pena	Code Enforcement Officer/Inspector	PC832
David Rashe, CBO	Code Enforcement Officer/Plans Examiner	PC832
Additional Code Enforcement Staff Available		

CUSTOMER SERVICE

We hope the City will choose 4LEAF their Building and Safety Services consultant and through hard-work, we will prove our value to your team. Our goal is for the City to view 4LEAF as an extension of your team. We will communicate with your staff in the most positive customer service manner possible. Your account will be managed by Joe Nicolas and Raylee Glasser, CBO. Both Joe and Raylee manage the majority of 4LEAF’s Building Department clients and understands the needs of your department and has expertise with inspection/plan review staffing. Joe and Raylee will be available to discuss the technical details of plan review and engineering consulting.

We anticipate a comfortable relationship where we can discuss needs and resolutions openly and honestly. You will find 4LEAF’s email, office phone, and cell phones on all of our business cards. Most importantly, we hope this is the beginning of a long-lasting relationship. 4LEAF has an impeccable reputation of client retention.

EXHIBIT B

SEPTEMBER 8, 2022

PROPOSAL TO PROVIDE
BUILDING INSPECTION DIVISION CONTRACT SERVICES
FOR THE
CITY OF LODI

SECTION 5

FEE SCHEDULE AND BASIS OF CHARGES



2022-2023 FEE SCHEDULE & BASIS OF CHARGES

For the City of Lodi

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 70% Structural Only: 40% <i>(Inclusive of all disciplines except, Fire and Civil which are billed on an hourly basis.)</i> Hourly Plan Review: \$120 Non-Structural Review \$135 Structural Review	Fee includes: <ul style="list-style-type: none"> ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➤ Shipping, courier, and electronic service.

STAFF AUGMENTATION SERVICES

Chief Building Official.....	\$150/hour
Senior Combination Building Inspector (Building Inspector III).....	\$125/hour
Commercial Building Inspector (Building Inspector II)	\$115/hour
Residential Building Inspector (Building Inspector I).....	\$95/hour
Code Enforcement	\$90/hour
Senior Code Enforcement	\$105/hour
Administrative Support.....	\$65/hour
Permit Technician (Remote or Onsite)	\$70/hour
Senior Permit Technician (Remote or Onsite)	\$85/hour
Permit/Counter Manager	\$105/hour
On-Site Plan Review Engineer.....	\$155/hour
On-Site Non-Structural Plans Examiner	\$155/hour
Civil Plan Review	\$150/hour
Fire Plan Examiner	\$150/hour
Fire Inspector I	\$125/hour
Fire Inspector II	\$140/hour
Fire Prevention Officer.....	\$150/hour
Fire Protection Engineer	\$175/hour
Planning Technician	\$80/hour
Assistant Planner	\$100/hour
Associate Planner.....	\$120/hour
Senior Planner.....	\$140/hour
Principal Planner	\$160/hour
Inspector of Record (including DSA or OSHPD)	\$135/hour



PLAN REVIEW PERSONNEL

4LEAF has **60+ plan check personnel** that includes Registered Professional Engineers, Licensed Architects, Certified Access Specialists, and ICC Certified personnel dedicated to performing plan review services to our municipal clientele. Should duplicate names appear in our competitor’s submittals, we are prepared to show payroll records to ensure you that all names listed in this proposal are employees of 4LEAF.

PLANS EXAMINERS	REGISTRATIONS & CERTIFICATIONS
Melissa Mennucci, S.E.	Registered Structural Engineer
Albert Kong, S.E.	Registered Structural Engineer
Beng Low, M.E., S.E.	Registered Structural and Mechanical Engineer
Ali Hekmat, S.E., P.E.	Registered Structural and Civil Engineer
Karimullah Kamran, P.E.	Registered Professional Engineer
Jay Shih, P.E.	Registered Professional Engineer
Kathy Bucciarelli, P.E.	Registered Professional Engineer & 2 ICC Certifications
Davison Chanda, P.E.	Registered Professional Engineer
Shane Crowe, P.E.	Registered Professional Engineer
Joseph Nicolas, P.E.	Registered Professional Engineer
Melissa Bridges, P.E.	Registered Professional Engineer
Stefanie Hionis, P.E.	Registered Professional Engineer
Albert Nissan, P.E.	Registered Professional Engineer
Sareh Deyhimi, P.E.	Registered Professional Engineer & 1 ICC Certification
Scott Martin, P.E.	Registered Professional Engineer
David Rashé, CBO, CASp	Certified Building Official, CASp, & 11 ICC Certifications
Sandeep Ojha	Degreed Engineer & ICC Certified Plans Examiner
Madhavi Akula	Degreed Engineer & ICC Certified Plans Examiner
More than 45 Additional Plans Examiners Available	

CERTIFIED ACCESS SPECIALIST (CASp)

4LEAF has 14 Certified Access Specialists on staff. We have performed CASp inspections, plan review projects, and have consulted on numerous construction projects for accessibility questions and advice. Below is a shortened list of our ADA staff:

CASP PERSONNEL	CERTIFICATION NO.	EXPIRATION
David Rashe, CBO	CASp-213	6/23/2022
James Wiatrak, CASp	CASp-789	8/9/2023
Brent Hipsher	CASp-422	4/12/2024
Jay Shih, P.E., CBO	CASp-683	4/7/2025
Scott Johnson, S.E.	CASp-530	1/2/2023
Doug Martin	CASp-937	4/2/2023
Steven Raney	CASp-519	12/10/2022
Additional CASp Professionals Available		



FIRE PLAN REVIEW AND INSPECTION SERVICES

Our Fire team is comprised of experienced Fire Plan Reviewers, Fire Protection Engineers, Fire Marshals, and Fire Chiefs. 4LEAF's fire inspectors are all **ICC and/or OSFM Certified** and experienced working within a municipal work environment. Our fire plan review and inspection processes similarly follow the procedures and timelines outlines in our Building plan review and inspection sections. We have worked on several high-profile contracts for fire prevention services and recovery programs including:

- University of California, Davis – Fire Plan Review
- City of Folsom – Fire Plan Review
- Lathrop/Manteca Fire District – Fire Plan Review
- County of Sacramento – Fire Plan Review
- County of Placer – Fire Plan Review
- Solano County – Fire Recovery Program
- Sonoma County – Fire Recovery Program
- Town of Paradise – Fire Recovery Program
- Livermore Pleasanton Fire Department – Fire Review and Inspection Services
- City of Oakland Fire Department – Fire Plan Review Services

4LEAF can provide plan review services for all types of occupancies and construction types to ensure compliance with all adopted codes, local ordinances and state and federal laws, ordinances, regulations, and standards that pertain to Fire Life Safety Including, but not limited to:

- CA Title 24, Parts 2, 3, 4, and 9
- NFPA 13, 13R, 13D, 24, and 72
- Local amendments to the California Building and Fire Codes
- California Health and Safety Code
- Municipal Fire Standards & Municipal Codes
- National Fire Protection Referenced Standards

4LEAF is one of the Fire Life Safety industry's leaders in Plan Review Services. Our Fire Plan Review Services include:

- Compliance for Site Access Requirements
- Compliance for Fire Flow Requirements
- Review of Fire Prevention, Suppression, and Detection Systems
- Sprinkler, Standpipe, Alarm, Notification Systems, and Fire Pump Code Compliance
- Hazardous Occupancies, High Piled Storage, and Smoke Control Systems
- Review of Alternate Means
- Review of Methods Requests
- Annual Business Inspections
- Complete Fire Prevention Services
- New Construction Inspections
- Fire Alarm/Sprinkler Inspections
- Special Event Permits
- Hazardous Materials Inspections
- In-House Plan Review
- Off-Site Plan Review
- Code and Standards
- Public Education and Safety Training



KEY FIRE REVIEW & FIRE INSPECTION PERSONNEL

4LEAF has three Fire Protection Engineers for fire review projects such as sprinklers, alarm systems, and other fire-related consulting items. Our Fire Plans Examiners and Fire Inspectors come with many years of experience and are familiar with a wide range of projects. We service various Fire Districts and Fire Departments with Inspection and Plan Review scopes as well as consulting on large construction projects. Our team includes:

FIRE PERSONNEL	REGISTRATIONS & CERTIFICATIONS
Geoff Aus	Fire Inspector, Fire Marshal, Inspector of Record
Jim Aldrich	Fire Inspector, Fire Plans Examiner
Jason Shearer	Senior Fire Inspector, Building Inspector
Jim Thompson	Fire Inspector, Fire Marshal, Fire Plans Examiner
Rebecca Lauricella	Fire Inspector
Steven Conti, FPE	Fire Inspector, Fire Marshal, Fire Plans Examiner, Fire Prevention Officer, Fire Protection Engineer (FPE)
Tom Cervantes	Fire Inspector, Fire Marshal, Fire Prevention Officer
John Riddell	Fire Inspector, Fire Plans Examiner
Loralyn Davis	Fire Plans Examiner
Nicholas Tran, FPE, ME	Fire Plans Examiner, Fire Protection Engineer, Mechanical Engineer
Robert Salgado	Senior Fire Plans Examiner
Travis Kizziar	Fire Plans Examiner
Kevin McClish, FPE	Fire Prevention Officer, Fire Protection Engineer (FPE)
Christopher Fowler, CBO	Fire Inspector II (ICC)
Gib Moush, FPE	Registered Professional Engineer, Fire Protection Engineer (FPE)
Ronald Griesinger	Fire Plans Examiner, Fire Inspector
Stuart Blakesley	Fire Plans Examiner, Fire Inspector
Brent Hipsher, CBO, CASp	Fire Inspector
Marnie Gedney, FPE	Fire Plans Examiner/Fire Inspector II/Fire Protection Engineer
25+ Additional Fire Review and Inspection Personnel	



BUILDING DEPARTMENT SERVICES

4LEAF has a proven track record of providing Permit Technician/Counter staff and Building Officials to jurisdictions. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if required. Our staff encompasses the right combination of experience, education, and certifications.

Permit Technician

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Planning and Building Department counter. 4LEAF has numerous of Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job. Typical Permit Technician duties include:

- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department’s computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

Building Official

The 4LEAF Interim Building Official can provide in-house plan reviews to the City, limiting the amount of projects distributed to outside consultants and helping the City achieve significant cost savings. The Building Official will act as an adjunct staff member to the City and work with City personnel and various departments to perform professional building services including but not limited to plan review, permit technician, building inspection, and code enforcement.

Staff qualifications for this role include evaluating and documenting projects for compliance with applicable building standards and housing codes, on- and off-site plan review, staff augmentation, and other building department related tasks. Proposed staff for this role will be appropriately trained and certified for all work.

Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	< 2 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 2 Days	< 5 Days
Building Official	< 2 Days	< 15 Days



PERMIT TECHNICIAN PERSONNEL

4LEAF has a proven track record of providing Permit Technician/Counter staff to jurisdictions throughout California. The 4LEAF pool of talented professionals includes qualified and experienced permit technicians, capable of providing all permit processing and counter services.

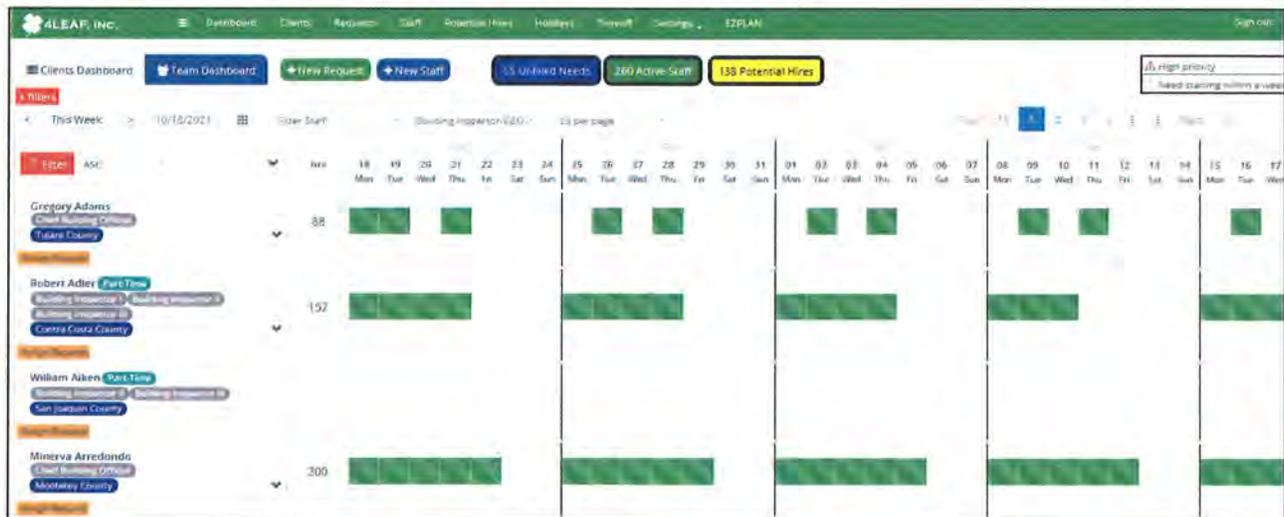
Permit Technician Staff	Title
Minerva Arredondo, CBO	Senior Permit Technician
Vanessa Mota	Senior Permit Technician
Damiya Haley	Senior Permit Technician
Lisa Felicano	Senior Permit Technician
Shantelle Fuentes	Senior Permit Technician
Caitlin Glasser	Senior Permit Technician
Cindy Lucas	Senior Permit Technician
Alyssa Mendoza	Senior Permit Technician
Ana Ortiz	Senior Permit Technician
Andres Torres Castaneda	Senior Permit Technician
Angelina Marquez	Senior Permit Technician
Austin Arabia	Senior Permit Technician
Danny Guan	Permit Technician
Ana Ortiz	Permit Technician
Austin Mota	Permit Technician
Betty Lopez	Permit Technician
Kendall Ripperda	Permit Technician
Carey Calvanese	Permit Technician
Paulina Santellano	Permit Technician
Crystal Zamora	Permit Technician
Nolan Miya	Permit Technician
Jose Ramirez	Permit Technician
Isabella Noden	Permit Technician
Elisha Moser	Permit Technician
Chelsey Serafino	Permit Technician
Caitlin Shannon	Permit Technician
Deisy Mendez	Permit Technician
Ana Perez	Permit Technician
Julia Warthin	Permit Technician
Deisy Mendez	Permit Technician
Danielle Hendricks	Permit Technician
Vanessa Morales	Permit Technician
Cynthia Orci	Permit Technician
Elisa Alvizar	Permit Technician
Haley Myers	Permit Technician
	More than 20 additional Permit Technicians



BUILDING INSPECTION SERVICES

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work in the East Bay Area who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF’s inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Management team for an immediate response. Our on-call database is utilized for all our clients for as-needed requests



Services Offered

Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request, including same day. Our firm has a wealth of local and available inspectors ready to serve the City’s inspection needs. In addition, 4LEAF has a proven track record of providing such services to hundreds of municipal departments throughout the country. Once a request is made for staff/project needs, we will do our best to fulfill it within 24 hours of communication.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. We can provide part-time staff within 24 hours of request for any duration of time. Our Project Manager will work closely with the City’s Community Development Department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. We provide this service regularly to many clients throughout Northern California, Central Coast, Southern California, Sacramento Valley, Peninsula/South Bay,



Public Works Inspector	\$150/hour
CASp Inspection/Review	\$155/hour
OSHPD Inspection/Review	\$150/hour
Project Inspector/Inspector of Record	\$135/hour*
Project Manager	\$150/hour
Director	\$180/hour
Principal-in-Charge.....	\$185/hour
Hourly overtime charge per inspector.....	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

*Rates will be communicated with the City Management at time of request. Rates will vary based on the qualifications and experience of the personnel.

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 2x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$250.00 minimum fee if percentage-based fee or two (2) hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the 2022-2023 contract period. 3% escalation for 2023-2024, 2024-2025, and 2025-2026 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate



- *Overtime (over 8 hours Sat or 1st 8-hour Sun)* *2 x hourly rate*
- *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*

- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- If 4LEAF is requested or otherwise required to conform to Client's alternative work week schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW.

If 4LEAF's affected employment group approves an AWW election and the same is registered, the overtime compensation/reimbursement shall not be required



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 Design Professionals- Architects/Engineers

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 **\$2,000,000** 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 **\$2,000,000** per occurrence or claim.

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.

2022 PSA_4 LEAF_revised KDuggan

Final Audit Report

2022-11-24

Created:	2022-11-23
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiVtkEsaeiaLhobEC2fJZ4BmwN8rVOzPR

"2022 PSA_4 LEAF_revised KDuggan" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2022-11-23 - 1:00:48 AM GMT
-  Document emailed to Kevin Duggan (kduggan@4leafinc.com) for signature
2022-11-23 - 1:01:15 AM GMT
-  Email viewed by Kevin Duggan (kduggan@4leafinc.com)
2022-11-24 - 3:42:55 AM GMT
-  Document e-signed by Kevin Duggan (kduggan@4leafinc.com)
Signature Date: 2022-11-24 - 3:43:11 AM GMT - Time Source: server
-  Agreement completed.
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4 Leaf, Inc. - Extension No. 1_initialed

Final Audit Report

2024-08-01

Created:	2024-08-01
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATAGiKs8ct1wjfpU2a2L4wzR30_o64446

"4 Leaf, Inc. - Extension No. 1_initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2024-08-01 - 0:28:28 AM GMT
-  Document emailed to Kevin Duggan (kduggan@4leafinc.com) for signature
2024-08-01 - 0:29:32 AM GMT
-  Email viewed by Kevin Duggan (kduggan@4leafinc.com)
2024-08-01 - 0:30:14 AM GMT
-  Document e-signed by Kevin Duggan (kduggan@4leafinc.com)
Signature Date: 2024-08-01 - 1:10:44 AM GMT - Time Source: server
-  Agreement completed.
2024-08-01 - 1:10:44 AM GMT

AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL SERVICES
BPR CONSULTING GROUP, LLC

THIS AMENDMENT NO. 2 to Agreement for Professional Services is made and effective this ____ day of _____, 2025 ("Amendment No. 2"), by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY"), and BPR CONSULTING GROUP, LLC, a California limited liability company, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on February 3, 2022, term extension in Extension No. 1 on August 22, 2024, and Amendment No. 1 on May 22, 2025 (collectively the "Agreement"), attached hereto as Attachment 1 and made a part hereof as though fully set forth herein; and
2. WHEREAS, the Agreement provided that CONTRACTOR would perform building and fire code plans examination, inspection, and code enforcement services to the CITY on a rotation with four other vendors ("Services"); and
3. WHEREAS, CONTRACTOR and CITY now desire to authorize additional funds for the Agreement in the amount of \$197,000, for new total amount not to exceed \$757,500 for CONTRACTOR's performance of the Services during the extended term; and
4. WHEREAS, the parties recognize that the City intends to increase the total funds allocated for all rotating vendors performing the Services as well, which would include the additional funds requested for the Agreement above; and
5. WHEREAS, CITY recommends authorizing the City Manager to approve change orders related to the Services provided by CONTRACTOR in an amount not to exceed \$395,000; and
6. WHEREAS, CONTRACTOR and CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and increase the not to exceed amount for CONTRACTOR's Services to 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

BPR CONSULTING GROUP, LLC,
a California limited liability company

JAMES LINDSAY
Acting City Manager

RON BEEHLER
Principal-in-Charge

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney



AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES
BPR CONSULTING GROUP, LLC

THIS AMENDMENT NO. 1 to Agreement for Professional Services is made and effective this 22nd day of May, 2025 ("Amendment No. 1"), by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY"), and BPR CONSULTING GROUP, LLC, a California limited liability company, (hereinafter called "CONTRACTOR").

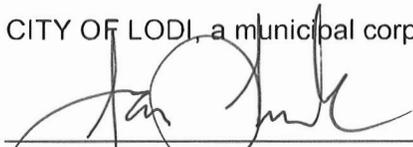
WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on February 3, 2022 and term extension in Extension No. 1 on August 22, 2024 (collectively the "Agreement"), attached hereto as Attachment 1 and made a part hereof as though fully set forth herein; and
2. WHEREAS, the Agreement provided that CONTRACTOR would perform building and fire code plans examination, inspection, and code enforcement services to the CITY on a rotation with four other vendors ("Services"); and
3. WHEREAS, CONTRACTOR and CITY now desire to authorize additional funds for the Agreement in the amount of \$260,000, for new total amount not to exceed \$560,000 for CONTRACTOR's performance of the Services during the extended term; and
4. WHEREAS, the parties recognize that the City intends to increase the total funds allocated for all rotating vendors performing the Services by \$867,000, setting the new total allocation for Services in an amount not to exceed \$2,067,000 collectively, and which would include the additional funds requested for the Agreement above; and
5. WHEREAS, CITY recommends authorizing the City Manager to approve change orders related to the Services provided by CONTRACTOR in an amount not to exceed \$867,000; and
6. WHEREAS, CONTRACTOR and CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and increase the not to exceed amount for CONTRACTOR's Services to as set forth above; all other terms and conditions of the Agreement remain unchanged.

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

CITY OF LODI, a municipal corporation



JAMES LINDSAY
Acting City Manager

Attest:



OLIVIA NASHED
City Clerk

BPR CONSULTING GROUP, LLC,
a California limited liability company

Ron Beehler

RON BEEHLER
Principal-in-Charge

Approved as to Form:



KATIE O. LUCCHESI
City Attorney

BPR_Amend 1_initialed

Final Audit Report

2025-05-12

Created:	2025-05-12
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASXVRIuSOxITlJr4Fr1e53KM9CZTBpkx4

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-  Document created by Lorie Waters (lwaters@lodi.gov)
2025-05-12 - 4:51:22 PM GMT
-  Document emailed to Ron Beehler (rbeehler@bpr-grp.com) for signature
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-  Email viewed by Ron Beehler (rbeehler@bpr-grp.com)
2025-05-12 - 9:48:21 PM GMT
-  Document e-signed by Ron Beehler (rbeehler@bpr-grp.com)
Signature Date: 2025-05-12 - 9:48:56 PM GMT - Time Source: server
-  Agreement completed.
2025-05-12 - 9:48:56 PM GMT

EXTENSION NO. 1
PROFESSIONAL SERVICES AGREEMENT

BPR CONSULTING GROUP, LLC

THIS EXTENSION No. 1 to Professional Services Agreement is made and effective this 22nd day of August, 2024 ("Extension No. 1"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and BPR CONSULTING GROUP LLC, a California limited liability company (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Building Codes Plan Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services with BPR Consulting Group LLC on February 3, 2022 ("Agreement"), attached hereto as Exhibit A and made part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to utilize the first two (2) year extension option and extend the term of the Agreement to October 31, 2026; and
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

NOW, THEREFORE, the parties agree to extend 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 Extension No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

BPR CONSULTING GROUP LLC, a California limited liability company



Ron Beehler

SCOTT R. CARNEY
City Manager

By: RON BEEHLER
Title: Principal-in-Charge

Attest:



OLIVIA NASHED
City Clerk

Approved as to Form:



KATIE O. LUCCHESI
City Attorney

BPR Extension No. 1_initialed

Final Audit Report

2024-08-05

Created:	2024-08-05
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
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-  Document created by Lorie Waters (lwaters@lodi.gov)
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-  Document emailed to Ron Beehler (rbeehler@bpr-grp.com) for signature
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-  Email viewed by Ron Beehler (rbeehler@bpr-grp.com)
2024-08-05 - 8:10:52 PM GMT
-  Document e-signed by Ron Beehler (rbeehler@bpr-grp.com)
Signature Date: 2024-08-05 - 8:12:59 PM GMT - Time Source: server
-  Agreement completed.
2024-08-05 - 8:12:59 PM GMT

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on February 3, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BPR CONSULTING GROUP, LLC (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for BUILDING CODES PLAN EXAMINING, BUILDING CODES INSPECTION, FIRE CODES PLANS EXAMINING, FIRE CODES INSPECTION, AND CODE ENFORCEMENT SERVICES (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 November 1, 2022 and terminates upon the completion of the Scope of Services or on October 31, 2024, 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 two (2), two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) 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: Dennis Canright

To CONTRACTOR: BPR Consulting Group, LLC
 2201 Francisco Drive, Suite #140-658
 El Dorado Hills, CA 95762
 Attn: Ron Beehler

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:

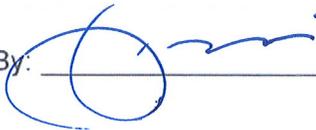


OLIVIA NASHED
City Clerk

CITY OF LODI, a municipal corporation


STEPHEN SCHWABAUER
City Manager

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

By: 



BPR CONSULTING GROUP, LLC

By: *Ron Beehler*

Name: Ron Beehler
Title: Principal-in-Charge

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

Funding Source: 27081000.72450 & 10061000.72450
(Business Unit & Account No.)

Doc ID:

CA:Rev.09.2022.LT



SECTION 5

PROJECT UNDERSTANDING & APPROACH

Our team has a proven track record of providing efficient and predictable building department services in support of California communities and for unique and fast paced building projects. Our key objectives in providing these services in support of the City of Lodi are as follows:

- **To provide timely and responsive plan review services.** Our well qualified, locally based and professionally licensed and/or CASp and ICC Certified team of plans examiners will provide you with comprehensive, efficient, and timely building department plan review services including clear and collaborative communication of plan review results. We will work with you to tailor our services to align with your unique and specific community needs. Our experienced and licensed team of structural, mechanical, electrical and fire protection engineers will ensure an appropriate level of plan review is provided for all assigned projects.
- **To be responsive to your specific inspection staffing needs.** As construction and development activity fluctuates within your community, we will provide qualified and certified inspection staff to support your building department and adjust our service levels as needed to maintain seamless service to your customers.
- **To provide staff who have the appropriate experience, certifications, and knowledge.** We will utilize appropriately experienced, licensed, qualified, and certified staff to perform all identified services.



From our review of the RFP, we understand the City’s Building Inspection Division is looking to partner with experienced and highly qualified professionals to provide a variety of contract services.

BPR Consulting Group is interested in providing the following Services: BUILDING CODES (A)

We understand the contract for Building Codes (A) is to include *Building Code Plans Examination and Building Inspection services*. BPR is well qualified and exceeds the objectives and criteria outlined in the City’s RFP.

Further, we understand the following:

- BPR will provide registered Structural Engineers and qualified support staff as appropriate.
- BPR staff proposed to serve the City includes multiple CASp certified professionals.
- BPR plans examination staff are capable of performing all structural and non-structural reviews including building, plumbing, mechanical, electrical, energy, disabled access, green building and fire if requested.
- BPR inspectors are qualified and capable of performing all structural and non-structural building inspections including building, plumbing, mechanical, electrical, energy, disabled access, green building and fire if requested.



- Plan reviews will be completed within the City’s proposed turn-around times of 10 working days for residential and small miscellaneous projects first reviews and 5 working days for any sequential reviews. First reviews will be completed in 15 working days for non-residential projects and 10 working days for sequential reviews.
- BPR possesses and will maintain the required insurance requirements as defined in Exhibit C and illustrated in Section 5 of this proposal.

The team specifically selected to serve the City of Lodi has experience with the processes, procedures, ordinances and permitting services necessary to provide the requested services fully and efficiently. *As our proposal will demonstrate, we have selected a team of staff that possess a high level of experience; we offer a competitive fee proposal; and have the available staffing to meet the requested turn-around times.*

On the following pages you will find the detailed scope of services we are prepared to provide to the City of Lodi.

TECHNICAL PLANS EXAMINATION CAPABILITIES

BPR’s staff possesses significant technical capabilities in all areas of plans examination competency gained from years of experience providing these same services. All plans examiners are California Licensed Engineers or ICC Certified Plans Examiners with multiple years of experience providing plan review services. Our staff will conduct accelerated or project-specific, phased, plan reviews on an as-needed basis as requested by the City of Lodi.



Our plans examiners have a thorough understanding of code requirements, are able to read, understand and interpret construction documents, energy calculations, geotechnical reports, structural calculations, electrical load calculations, commissioning reports, and other associated design documents. Our plans examination staff have the ability to prepare well-written plan review letters, communicate effectively orally and in writing and work effectively with jurisdiction staff, project design teams, contractors and permit applicants. Our plans examiners possess knowledge of the most current state adopted building standards.

Architectural

BPR’s non-structural plans examiners have provided plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 2, 3 and 5 medical office buildings. Our non-structural plans examiners have extensive experience verifying that established conditions of approval items are properly integrated within project documents. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story, residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:



- California Building Standards Code (Title 24) Parts 1 through 6 and 9
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-Adopted Amendments or Ordinances

Structural

Our structural engineers have experience designing and reviewing building projects subjected to the significant seismic loads necessitated by the geographic location of the City of Lodi. Our structural engineers have reviewed all types of projects including residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings, schools, medical office buildings and court facilities.

Our structural engineers have experience designing and reviewing projects constructed with all building materials including the following:

- Wood
- Reinforced Masonry
- Heavy Timber / Timber Frame / CLT
- Reinforced and Prestressed Concrete
- Stressed Skin Panels
- Structural Steel
- Light Gauge Steel Framing
- Straw Bale
- Rammed Earth
- Insulated Concrete Forms, (ICF)

Our engineers have designed or reviewed a wide array of structural lateral force resisting systems including:

- Structural steel moment frames
- Buckling-restrained braced frames
- Eccentric braced frames
- Concentric braced frames
- Concrete moment frames
- Wood shear wall systems
- Masonry shear wall systems
- Concrete shear wall systems
- Cantilevered column systems
- Pre-stressed and post-Tensioned Concrete
- Various proprietary lateral force resisting systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- CCR Title 24, Part 2, Volumes 2 & 2.5
- International Building Code (IBC)
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP

Mechanical, Plumbing & Electrical

BPR's Mechanical and Electrical Engineers are well versed in the California Mechanical, Plumbing and Electrical codes. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted amendments



Specialty plan review services may be provided utilizing the most current editions of national standards including the following:

- International Building Code
- International Residential Code
- International Mechanical Code
- International Plumbing Code
- NFPA Standards 13 (automatic fire sprinkler systems)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 99 (medical gases)
- NFPA 101 Life Safety Code
- NEHRP Requirements for Existing Building

Energy Compliance

Our engineers and plans examiners are up to date on all California Energy Code requirements as they relate to both new and remodel construction for all project types. Our staff have experience verifying CA Energy Code requirements for projects located within all climate zones. The Energy Efficiency Standards for Residential and Non-Residential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards have been updated since that time to address a multitude of building components, systems and equipment with the goal of having new and updated buildings be more energy efficient, comfortable for building occupants, and less reliant of fossil fuels.

Green Building Standards

BPR's staff has a working knowledge of the proper incorporation of CALGreen building criteria into project designs and the resulting potential impact of these standards related to building code compliance and the environment. Our plans examiners will review project documents to verify compliance with adopted Green Building Code Standards as required by state law and local amendments and ordinances.



Access Compliance & CASp Review

All BPR CASp-certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our staff are experts in the industry, maintaining appropriate certifications demonstrating their expertise, and are experienced providing services for building departments in a seamless manner balanced and in coordination with our client's expectations and needs. We work collaboratively with our clients to address accessibility plan review and inspection related issues as efficiently as possible.

Our plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance requirements and are available for plan review and/or inspection services. We offer support to municipalities for compliance enforcement and/or developing transition plans. We can assist our clients in researching and providing interpretations of various specific issues related to access compliance including access compliance obligation, transition plan development, construction costs and phasing, and regulation interpretations.



Flood Zones

BPR's staff of engineers and plans examiners have experience in providing plan reviews for projects located in FEMA designated flood zones and areas prone to flooding. BPR Consulting Group's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as locally adopted ordinances. Additionally, members of our team have participated in state-sponsored committees to establish guideline and building code requirements for projects planned in areas designated as flood zones.



OSHPD 2, 3 & 5

BPR Consulting Group's staff of plans examiners and building inspectors have extensive experience providing plan review and inspection services for OSHPD 2, 3 and 5 projects. Our staff is well versed with the OSHPD 2, 3 and 5 requirements included in the California Building Code. Our inspection staff has recent experience providing inspection services for hemodialysis, outpatient surgery, hyperbolic chamber, medical clinics and acute psychiatric facilities.

LEED

If requested we have LEED certified professionals on staff. Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design methodologies, construction, operations, and building maintenance. LEED certification consists of a variety of rating systems applicable to multiple building types including commercial as well as residential. Ratings reflect a measure of how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, indoor environmental quality, energy usage and the projects impact on the local environment.

Fire Code Plan Reviews

If requested we have an experienced and licensed professional Fire Protection Engineer on staff to address your fire and life safety needs. If requested, our fire safety plan review and inspection staff can quickly and accurately check plans for compliance with applicable fire codes and standards. Our fire protection staff routinely review and inspect projects for compliance with fire and life safety regulations.

Our Fire Plans Examiners and Inspectors have extensive experience in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC) and California Building Code (CBC), with local amendments and regulations.
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- Municipal, State or Federal regulations enforced by local Fire Agencies
- NFPA Standards 13 (automatic fire sprinkler systems)



- NFPA Standards 14 (standpipes)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 96 (smoke control)
- NFPA 101 Life Safety Code

BPR's staff is active with California Fire Prevention Officer's Association, as well as local chapters of International Code Council Building Officials Organizations throughout the State of California.

Transporting Plans

For paper submittal documents, we will arrange for all pick-up and delivery of the plan review documents from your office at no additional cost. We utilize specific methods for project document pick-up and delivery with the goal of providing same-day service.

Electronic Plan Review

BPR Consulting Group maintains an efficient cloud-based, electronic-document, submittal system for receiving and sending large electronic document files. Our electronic document portal utilizes a **SharePoint** system to allow permit applicants and client staff the ability to upload construction documents for our plan review services. BPR Consulting Group has provided electronic plan review services, serving building departments and other public agencies with efficient electronic plan review services. We are prepared to provide electronic plan check services for your community utilizing our **Bluebeam** electronic plan review system, or any electronic plan review system presently used by your department.

We have had the opportunity to work with many different electronic plan review systems and our preferred system is **Bluebeam**, an industry-leading software used by many jurisdictions, design teams and contractors to review and annotate construction documents. We have worked with multiple clients to purchase and deploy **Bluebeam** software, develop jurisdiction-specific stamps, develop tools to increase efficiencies for electronic plan reviews, and participate and provide ongoing training on the use of the software.

Communicating Plan Review Results

Plan review comments, when necessary, will be type written and refer to specific details, drawing or supporting document, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be utilized by clients, designers, contractors, and owners to understand the noted deficiencies and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will



return a copy of the plan review comment list to the designated applicant and project representative. If requested, we will coordinate plan review re-checks directly with the designated project applicant. Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as needed, bearing BPR's plan review stamps and ready for final approval and permit issuance by the City.



Standard Plan Review Completion Timeframes

We complete all **plan reviews** within the timeframes shown below for both commercial and residential projects as our standard business practice. We will accommodate any turnaround schedule agreed to with our clients. We can provide expedited plan review services when requested.

Project Type	Maximum Turn Around Time (Business Days)	
	Initial Submittal	Backcheck Reviews
Residential (Single Family)		
New Construction	10	5
Addition	10	5
Remodel	10	5
Non-Residential		
New Construction	10	5
Addition	10	5
Remodel, Tenant Improvement	10	5
Large, Complex Commercial or Residential Multi-Family Projects	15	10

On-Site Consultant Services & Meeting Attendance

Our plan review staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. We understand, fully grasp, and utilize the efficiency afforded by the many electronic meeting platforms that have become available in recent years. We find electronic meeting platforms such as Microsoft Teams, Zoom, and others allow for efficient and constructive communication between parties located throughout the United States and are an efficient tool for resolution of challenging issues both during plan review and field inspections. Our staff is available to meet with the City, project applicants and their design teams either in person or via electronic platform to resolve plan review issues efficiently and collaboratively.

Customer Service | Responsiveness

BPR’s staff is always available and willing to discuss plan review issues for projects that we have reviewed with Building Division staff, applicants, designers and contractors via in-person or electronic meetings, telephone, or e-mail as required to resolve plan review related issues. We maintain Microsoft Teams, Zoom and GoToMeeting accounts to foster efficient communication with project proponents regardless of their physical location. Voice mails and e-mails will be responded to the same day they are received, if possible, always within 24 hours.

BPR’s staff when not available immediately, will respond within one business day to questions from the Building Official or inspection staff which may be generated during field inspections of projects which were reviewed by BPR staff.



BUILDING INSPECTION SERVICES

BPR maintains the staffing and ability to provide experienced and qualified building inspectors who are appropriately ICC-certified to provide the requested inspection services.

Our inspection staff will perform inspection services to verify that the work of construction is in conformance with approved project plans as well as identifying issues of non-compliance with applicable building codes. Our field inspection services will include inspection of all portions of projects including project sites as applicable. Our building inspectors will write legible and understandable



correction notices, field reports and will be available to answer in-person, emailed, or telephone inquiries. All inspection personnel assigned will be ICC and/or CASp certified as required.

We understand that many municipalities have amended code sections, policies and ordinances that impact the work that is inspected and shown on approved project plans. Our inspection staff will familiarize themselves with local requirements to ensure that the projects we are inspecting are compliant with local and current code requirements. Specifically, our inspectors will ensure compliance with the applicable provisions of the Title 24 California Building Standards Code, Parts 1 through 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings.

BPR's ICC/CASp certified inspectors have performed building inspection services on a wide variety of construction projects including master planned developments, single-family production, custom homes, commercial, manufacturing, institutional, assembly, essential service, industrial projects and historical designated buildings. When necessary for large or fast-paced projects, multiple inspectors can be made available. BPR's inspectors will inspect projects to verify conformance with approved project drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for size, setbacks, heights and other applicable requirements. At the completion of inspections, BPR's inspectors will update database information and complete necessary forms and documents as required to provide seamless service. BPR will provide building and fire safety field inspectors as soon as possible after receiving the request for inspection staff from the City of Lodi. We understand the City reserves the right to accept proposed inspection staff.



Inspector Qualifications & Certifications

BPR will work with the City of Lodi to select appropriately qualified inspectors with applicable experience and specific code knowledge based on the types of projects assigned for inspection. All BPR inspectors are ICC-certified, with many maintaining CASp certification. In addition, BPR employs OSHPD certified inspectors available for inspection of OSHPD designated facilities. Qualified inspectors having experience with inspection of new, existing and historical buildings/sites, building code enforcement, and building inspections for projects with steep slope grading requirements, will be assigned as appropriate.

Inspection personnel will have the ability to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, permit applicants, homeowners and agency staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building and fire standards. Our inspectors are familiar with most of the common scheduling and tracking systems utilized by building departments and can quickly adapt to your systems and requirements.





SECTION 6

PROPOSED FEE STRUCTURE

PLAN REVIEW SERVICES: For complete plan review services for building projects reviewed in either hard copy of electronic format we propose a fee equal to 68% of the plan review fees based on the City’s adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates. Expedited plan checks will be billed at 145% of the standard rate.

For review of revisions to approved plans, review of deferred submittal items and similar reviews we propose to provide these services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates. For partial reviews such as foundation only, structural only, life safety only, preliminary reviews, fire reviews or others, we propose to negotiate a mutually agreeable fixed fee based on the specific services requested or provide services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates. There is no charge for shipping, supplies, or material costs.

INSPECTION SERVICES: Inspection services, when requested, can be provided at the hourly rates listed in our Schedule of Hourly Billing Rates. There will be a minimum 8-hour daily inspection charge for all on call inspection services.

SCHEDULE OF HOURLY BILLING RATES

The rates displayed in the schedule below reflect BPR’s current hourly billing rates.

CLASSIFICATION	HOURLY BILLING RATE
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	\$135
ICC Certified Plans Examiner	110
CASp Plans Examiner or Inspector	120
ICC Certified Inspector*	95 to 115
Fire Protection Engineer	135
ICC Fire Plans Examiner	110
ICC Fire Inspector	115
Permit Technician*	65 to 75
Permit Technician Trainee/ Building Department Support Staff.....	50

**Range based on qualifications and number of certifications held*

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Expedited Plan Reviews:** Expedited plan reviews can be provided upon request. Fees for expedited plan review services will be 145% of the above noted hourly rates.
- **Mileage:** Vehicle mileage utilized in the performance of inspection services will be billed at the current IRS vehicle mileage rate.
- **Minimum Daily Charge:** There will be a minimum 8-hour daily charge for all on-call plan review and/or inspection services provided within City offices.



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 Design Professionals- Architects/Engineers

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 **\$2,000,000** 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 **\$2,000,000** per occurrence or claim.

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.

2022 PSA_BPR Consulting Group_combined_initialed

Final Audit Report

2023-01-31

Created:	2023-01-31
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7dgQOFohhn9x_CFGwxGZ1ioiC9kwYlll

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-  Document created by Lorie Waters (lwaters@lodi.gov)
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2023-01-31 - 0:42:27 AM GMT
-  Document e-signed by Ron Beehler (rbeehler@bpr-grp.com)
Signature Date: 2023-01-31 - 0:54:00 AM GMT - Time Source: server
-  Agreement completed.
2023-01-31 - 0:54:00 AM GMT

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENTS WITH 4LEAF, INC. AND BPR CONSULTING GROUP, LLC FOR BUILDING CODES PLANS EXAMINING, BUILDING CODES INSPECTION, FIRE CODES PLANS EXAMINING, FIRE CODES INSPECTION, AND CODE ENFORCEMENT SERVICES TO INCREASE THE CONTRACT AMOUNT BY \$395,000, FOR A TOTAL AMOUNT NOT TO EXCEED \$2,462,000, AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE CHANGE ORDERS RELATED TO THE SERVICES PROVIDED IN AN AMOUNT NOT TO EXCEED \$395,000, AND APPROPRIATING \$278,000 FROM THE COMMUNITY DEVELOPMENT FUND BALANCE

=====

WHEREAS, the Community Development Department (CDD) relies on contractors such as 4Leaf, Inc. and BPR Consulting Group, LLC for Building Codes Plans Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services; and

WHEREAS, due to the longer than anticipated time to fill the vacant Chief Building Official and Building Inspector II positions, compiled with the unexpected amount of large-revenue plan examinations required to be performed by outside contractors, CDD will exceed the budgeted amount for the 2025-26 Fiscal Year; and

WHEREAS, to ensure adequate contract amounts are available for the remainder of the contract, an amendment to increase the contract amount by \$395,000, for new total amount not to exceed \$2,462,000, is required; and

WHEREAS, to meet the newly obligated contract amendment amount, CDD is requesting an appropriation of \$278,000 from the Community Development fund balance into account 27081000.72450.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager to execute Amendment No. 2 to increase the shared contract amount to the Professional Services Agreements with 4Leaf, Inc. and BPR Consulting Group, LLC for Building Codes Plans Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services by \$395,000, for a total not to exceed \$2,462,000, authorize the Interim City Manager to approve change orders related to the services provided in an amount not to exceed \$395,000, and appropriate \$278,000 from the Community Development fund balance into account 27081000.72450.

Dated: December 17, 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 December 17, 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 Directing Interim City Manager to Temporarily Increase the Time Limit from 90-Minute to 4-Hour Parking Without Penalty for Lodi Restaurant Week in Downtown Lodi to Encourage Residents and Visitors to Visit and Dine at Local Restaurants and Downtown Businesses (ED)

MEETING DATE:

December 17, 2025

PREPARED BY:

Luis Aguilar, Economic Development Director

RECOMMENDED ACTION:

Adopt a resolution directing the Interim City Manager to temporarily increase the time limit from 90-Minute to 4-Hour parking without penalty at parking spaces in Downtown Lodi for Lodi Restaurant Week to encourage residents and visitors to visit and dine at local restaurants and Downtown businesses.

BACKGROUND INFORMATION:

The City of Lodi has recognized the positive impact of easing parking restrictions in the downtown district during the holiday season. By temporarily relaxing the 90-minute parking limit, the City has supported local retailers and restaurants, which are predominantly small, local businesses. This approach not only benefits businesses but also enhances the City’s sales tax revenue.

With the upcoming launch of Lodi’s first Restaurant Week from January 23 through February 1, 2026, there is an opportunity to further stimulate winter business and attract new diners downtown. Extending parking durations during this event could encourage longer visits, increased spending, and greater foot traffic, thereby amplifying economic benefits for the City and its local businesses.

By implementing these measures, Lodi can maximize the economic impact of Restaurant Week, support its small business community and create a vibrant downtown atmosphere that encourages residents and visitors to shop and dine locally. This strategy aligns with the City’s goals of fostering a Downtown that promotes community revitalization and economic growth.

Therefore, staff recommends adopting a resolution directing the Interim City Manager to temporarily increase the time limit from 90-Minute to 4-Hour parking without penalty at parking spaces in Downtown Lodi for Lodi Restaurant Week to encourage residents and visitors to visit and dine at local restaurants and Downtown businesses.

STRATEGIC VISION:

1A. Downtown: Community and Economic Development.

FISCAL IMPACT:

The potential loss of revenue from parking ticket issuance may be offset by reduced administrative costs of

COUNCIL COMMUNICATION

processing such tickets and enforcing parking time limits.

FUNDING AVAILABLE:

Not applicable.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL DIRECTING THE INTERIM CITY MANAGER TO TEMPORARILY INCREASE THE TIME LIMIT FROM 90-MINUTE TO 4-HOUR PARKING WITHOUT PENALTY FOR LODI RESTAURANT WEEK IN DOWNTOWN LODI TO ENCOURAGE RESIDENTS AND VISITORS TO VISIT AND BUY FROM LOCAL RETAILERS AND DOWNTOWN BUSINESSES

WHEREAS, the City of Lodi (“City”) desires to promote goodwill between the City, residents, visitors, and merchants over the winter holiday season and other special events; and

WHEREAS, other nearby cities with active downtown retailers have historically designated free, non-time constrained holiday parking zones to encourage residents and holiday visitors to shop, dine, and enjoy events; and

WHEREAS, the City of Lodi currently posts a 90-minute time limit on street parking in the Downtown Mixed Use Zoning District (“Downtown”); and

WHEREAS, the City Council Strategic Vision prioritizes Downtown Lodi with the goal of realizing a lively mixed use, walkable commercial Downtown district; and

WHEREAS, the studies show that local small business shopping generates approximately \$68 of economic contribution for every \$100 spent; and

WHEREAS, Downtown retailers are often classified as local and small businesses; and

WHEREAS, Visit Lodi will launch Lodi’s first Restaurant Week, a 10-day celebration of Lodi’s diverse dining scene from January 23 through February 1, 2026; and

WHEREAS, Lodi Restaurant Week is another opportunity to bring in new diners, drive winter business, and celebrate Lodi’s unique flavors, especially in downtown; and

WHEREAS, the City of Lodi realizes a financial benefit from sales taxes generated by residents and visitors shopping locally and at Downtown businesses; and

WHEREAS, the City Council desires to reduce parking restrictions in the Downtown district to encourage residents and visitors to shop local, and buy from the Downtown businesses by staying longer, walking through the Downtown district, and patronizing more stores during the peak holiday shopping season and special events.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby direct the Interim City Manager to temporarily modify parking enforcement to increase the time limit from 90-minute to 4-hour parking without penalty for Lodi Restaurant Week in the Lodi Downtown district. This Resolution shall take effect January 23, 2026 and it will remain in effect through February 1, 2026.

Dated: December 17, 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 December 17, 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 Authorizing Interim City Manager to Execute Five-Year Professional Services Agreement with Terex USA, LLC of Watertown, SD for Inspection, Maintenance, Testing, and Repair of Electric Utility Vehicles and Equipment (\$150,000) (EU)

MEETING DATE:

December 17, 2025

PREPARED BY:

Tim Combs, Electric Utility Superintendent

RECOMMENDED ACTION:

Adopt a resolution authorizing the Interim City Manager to execute a five-year professional services agreement with Terex USA, LLC of Watertown, SD for inspection, maintenance, testing, and repair of Electric Utility vehicles and equipment in an amount not to exceed \$150,000.

BACKGROUND INFORMATION:

Lodi Electric Utility (LEU) uses a specialized fleet of vehicles and equipment for the purpose of building, constructing, and maintaining Lodi’s electric distribution system. These fleet units include industry customized mechanical and electronic systems that require specialized training to troubleshoot, repair, and maintain. Further, federal and state regulatory mandates require a battery of tests to be completed by certified technicians to ensure worker safety while operating in an energized environment. LEU currently utilizes the services of two vendors, namely Altec and Terex, through separate contracts, to satisfy these requirements.

In addition to the services Terex provides to LEU, the City’s Fleet Services Division relies upon Terex as an authorized vendor for parts, materials, and services outside their expertise or licensing.

The current agreement with Terex is set to expire on December 31, 2025. Therefore, LEU is proposing a new five-year agreement with Terex to ensure the ongoing readiness of LEU’s fleet to respond to routine and emergency work.

In accordance with Lodi Municipal Code, Section 3.20.075 (6), safety and transportation service vendors are specifically exempt from advertising and bidding requirements and such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance, and negotiated prices. LEU maintains continued working relationships with both Terex and Altec, as it relates to the purchase and maintenance of heavy-duty vehicles and equipment that make up LEU’s electric distribution system fleet assets including but not limited to bucket trucks, digger derrick line trucks and a crane.

Multiple contracts are maintained by LEU to ensure scheduling availability of vendors when needed.

STRATEGIC VISION:

5A. Infrastructure: Invest in innovative infrastructure with a high Return of Investment.

COUNCIL COMMUNICATION

FISCAL IMPACT:

Not-to-exceed \$150,000 over five years.

FUNDING AVAILABLE:

Account No. 50064100.72450 for Fiscal Year 2025/26. Future year costs will be included as part of the annual budget planning and approval process.

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TEREX USA, LLC, a Delaware limited liability company qualified to do business in California, doing business as TEREX SERVICES (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Electric Utility fleet services (hereinafter "Project") as set forth in the Scope of Services attached 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 January 1, 2026 and terminates upon the completion of the Scope of Services or on December 31, 2030, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance 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 subcontractor 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, 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: Electric Utility Director

To CONTRACTOR: Terex USA, LLC dba Terex Services
 3140 15th Avenue SE
 P.O. Box 1150
 Watertown, SD 57201

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.

Section 4.23 Limitation of Liability

Notwithstanding the indemnification requirements in Section 4.3 or any other obligations to the contrary contained in this Agreement, CONTRACTOR and its affiliates shall not be liable for any indirect, incidental or consequential damages of any kind including, but not limited to, loss of profits, loss of opportunity or business interruption (whether direct or indirect).

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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

JAMES LINDSAY
Interim City Manager

APPROVED AS TO FORM:

TEREX USA, LLC, a Delaware limited liability company qualified to do business in California DBA TEREX SERVICES

By: _____
for KATIE O. LUCCHESI
City Attorney 

By: _____
Name: TIM HOSTETLER
Title: Regional Field Service Supervisor

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

**Funding Source: 50064100.72450
(Business Unit & Account No.)**

Doc ID:

CA: Rev.08.2025-LT (CA Formatted)



Exhibit A/B

November 17, 2025

City of Lodi

Attn: Timothy Combs
 Phone: 209-333-6764 Mobile 209-304-9389
 Email: tcombs@lodi.gov

Service Agreement

Term: January 1 2026 to December 31 2030

Term: 5 Year Agreement with 2.5% annual rate increase.

NOTE: per Customer not to exceed \$150,000.00 over the 5 year term

Annual Aerial (ANSI 92.2) & Digger Derrick (A10.31)

Truck Mounted Aerial Lifts:

Small - Up to 45'	\$550	Aerial Units
Lg - 46' - 75'/Digger Derrick	\$690	Aerial/Diggers
76' and Over	\$825	Aerial/Diggers
Versalift VST's	\$825	Aerial/Diggers
Load test	\$225	All Units

Digger Derrick (A10.31) Crane Inspections:

Service Body/Crane	\$450
Cranes (up to 20 tons) Over at time & materials	\$825
Digger Derricks	\$775

Dielectric testing includes boom, liner ,ISO grip \$300 per unit \$250 for boom only

DOT Inspections: \$225

NOTE: Lubrication is included with Annual inspection*
NOTE: Price of filter not included in rates.*

Note:

Offer is contingent on Service Agreement & Terex completing necessary repairs found on inspections.

This proposal does not include travel time, however travel time will be waived for quantities of 5 or more units in one centralized location.

Travel / Additional Labor Rate \$215 per hour

This proposal is subject to our standard terms and conditions. Any applicable taxes, shipping, environmental or other fees are not included in this proposal and will be calculated at the time of invoice. Payment terms are net 30 unless otherwise specified. **If additional items requiring attention are noted, you will be advised and must authorize before additional work is performed.**

Agreement pricing expires 30 days from date of proposal

 Tim Hostetler
 206-660-5934 phone
Tim.hostetler@terex.com

 Customer acceptance



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 Most Contracts **(Not construction or requiring professional liability)**

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 **\$2,000,000** 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.

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) 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 INTERIM CITY MANAGER TO EXECUTE A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH TEREX USA, LLC OF WATERTOWN, SD FOR INSPECTION, MAINTENANCE, TESTING, AND REPAIR OF ELECTRIC UTILITY VEHICLES AND EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$150,000

=====

WHEREAS, Lodi Electric Utility (LEU) uses a specialized fleet of vehicles and equipment for the purpose of building, constructing, and maintaining Lodi's electric distribution system and these fleet units include industry customized mechanical and electronic systems that require specialized training to troubleshoot, repair, and maintain; and

WHEREAS, federal and state regulatory mandates require a battery of tests to be completed by certified technicians to ensure worker safety while operating in an energized environment; and

WHEREAS, LEU currently utilizes the services of two vendors, namely Altec and Terex, through separate contracts to satisfy these requirements; and

WHEREAS, in addition to the services Terex provides to LEU, the City's Fleet Services Division relies upon Terex as an authorized vendor for parts, materials, and services outside their expertise or licensing; and

WHEREAS, the current agreement with Terex is set to expire on December 31, 2025; therefore, LEU is proposing a new five-year agreement with Terex to ensure the ongoing readiness of LEU's fleet to respond to routine and emergency work; and

WHEREAS, in accordance with Lodi Municipal Code, Section 3.20.075 (6), safety and transportation service vendors are specifically exempt from advertising and bidding requirements and such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance, and negotiated prices; and

WHEREAS, LEU maintains continued working relationships with both Terex and Altec as it relates to the purchase and maintenance of heavy-duty vehicles and equipment that make up LEU's electric distribution system fleet assets including but not limited to bucket trucks, digger derrick line trucks and a crane; and

WHEREAS, multiple contracts are maintained by LEU to ensure scheduling availability of vendors when needed.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the Interim City Manager to execute a five-year professional services agreement with Terex USA, LLC of Watertown, SD for inspection, maintenance, testing, and repair of Electric Utility vehicles and equipment in an amount not to exceed \$150,000; 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: December 17, 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 on December 17, 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 Authorizing Elimination of One Electric Line Apprentice Position and Addition of One Electric Lineman/Linewoman Position for Lodi Electric Utility (EU)

MEETING DATE:

December 17, 2025

PREPARED BY:

Tim Combs, Electric Utility Superintendent

RECOMMENDED ACTION:

Adopt a resolution authorizing elimination of one Electric Line Apprentice position and addition of one Electric Lineman/Linewoman position for Lodi Electric Utility (LEU).

BACKGROUND INFORMATION:

In the past, LEU has hired apprentices in response to a historically limited and consistent pool of unqualified journey level candidates in past years as it relates to line work. At the time, many agencies and outside contractors were providing more favorable compensation and benefits, leaving LEU a less competitive pool of journey level line workers. An alternative strategy was needed to fill vacant positions to keep up with existing workloads associated with distribution system maintenance, as well as construction, to support new development. The ability to hire apprentices afforded an opportunity to hire and train a workforce to LEU standards and fill those vacant positions. LEU's two most recent Electric Line Apprentices now fill journey level Electric Lineman positions.

A recent line worker recruitment, to fill a position vacated due to an internal promotion, resulted in a number of excellent candidates, likely a result of recently approved salary market adjustments approved by City Council as well as the recently negotiated Memorandum of Understanding with the International Brotherhood of Electrical Workers (IBEW) who represents the majority of LEU staff.

LEU currently maintains one vacant Electric Lineman/Linewoman position proposed to be filled with one of the several recently qualified candidates. LEU also maintains one vacant Electric Line Apprentice position which was scheduled to be converted to an Electric Lineman/Linewoman as part of the midyear budget process. However, LEU is requesting this action now in an effort to fill the vacancy with qualified candidates currently available for hire. A delay may result in qualified candidates accepting employment elsewhere before LEU is able to once again recruit.

STRATEGIC VISION:

7A. Public Safety: Reach and maintain full staffing.

FISCAL IMPACT:

The cost difference between Electric Line Apprentice and Electric Lineman/Linewoman for the remainder of the current Fiscal Year is approximately \$25,000. LEU is able to cover the additional costs with salary savings

COUNCIL COMMUNICATION

due to vacancies realized this year.

FUNDING AVAILABLE:

Funding is available in LEU's Fiscal Year 2025/26 budget, Account No. 50064100.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING ELIMINATION OF ONE ELECTRIC LINE APPRENTICE POSITION AND ADDITION OF ONE ELECTRIC LINEMAN/LINEWOMAN POSITION FOR LODI ELECTRIC UTILITY

=====

WHEREAS, in the past, LEU has hired apprentices in response to a historically limited and consistent pool of unqualified journey level candidates in past years as it relates to line work; and

WHEREAS, at the time, many agencies and outside contractors were providing more favorable compensation and benefits, leaving LEU a less competitive pool of journey level line workers and an alternative strategy was needed to fill vacant positions to keep up with existing workloads associated with distribution system maintenance as well as construction to support new development; and

WHEREAS, the ability to hire apprentices afforded an opportunity to hire and train a workforce to LEU standards and fill those vacant positions; and

WHEREAS, a recent line worker recruitment, to fill a position vacated due to an internal promotion, resulted in a number of excellent candidates, likely a result of recently approved salary market adjustments approved by City Council, as well as the recently negotiated Memorandum of Understanding with the International Brotherhood of Electrical Workers (IBEW) who represents the majority of LEU staff; and

WHEREAS, LEU currently maintains one vacant Electric Lineman/Linewoman position proposed to be filled with one of the several recently qualified candidates and LEU also maintains one vacant Electric Line Apprentice position which was scheduled to be converted to an Electric Lineman/Linewoman as part of the midyear budget process; and

WHEREAS, LEU is requesting this action now in an effort to fill the vacancy with qualified candidates currently available for hire and a delay may result in qualified candidates accepting employment elsewhere before LEU is able to once again recruit.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the elimination of one Electric Line Apprentice position and addition of one Electric Lineman/Linewoman position for Lodi Electric Utility.

Dated: December 17, 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 on December 17, 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 Authorizing Interim City Manager to Execute Amendment No. 1 to Professional Services Agreement with Milsoft Utility Solutions, Inc. Adding Additional Services and Increasing the Five-Year Contract Amount From \$183,175 to \$382,075 (EU)

MEETING DATE:

December 17, 2025

PREPARED BY:

Hasan Shahriar, Engineering and Operations Manager

RECOMMENDED ACTION:

Adopt a Resolution Authorizing Interim City Manager to Execute Amendment No. 1 to Professional Services Agreement with Milsoft Utility Solutions, Inc. Adding Additional Services and Increasing the Five-Year Contract Amount From \$183,175 to \$382,075.

BACKGROUND INFORMATION:

In October 2023, the City Council adopted Resolution No. 2023-214 authorizing a five-year agreement with Milsoft Utilities Solutions, Inc. (Milsoft) for renewal of the Outage Management System (OMS), Interactive Voice Response (IVR), WindMil and WindMilMap Circuit Analysis tools, and associated support services in the amount of \$183,175.

During the quotation and renewal process, subscription fees for the Hosted IVR service were inadvertently omitted. Staff is requesting approval to amend the existing five-year agreement to include these Hosted IVR subscription fees in the amount of \$35,280 annually. In addition, customer outage report calls will be billed at \$0.05 per minute. Based on historical outage activity, staff estimates these costs at approximately \$1,200 per year.

Staff is also requesting an additional \$10,000 to provide for three days of onsite training in Lodi for new staff as well as a refresher for existing staff on the OMS and IVR platforms. Onsite training is preferable, as it avoids staff travel expenses and allows training to be conducted using the City's actual system model, rather than a generic model used in offsite group settings. In addition, staff is requesting \$6,500 to convert Milsoft applications to integrate with new billing vendors.

With this proposed addition of services, staff is requesting the City Council authorize the Interim City Manager to execute Amendment No. 1 and appropriate funds in the amount of \$198,900 for a total revised five-year contract amount of \$382,075.

STRATEGIC VISION:

5A. Infrastructure: Invest in innovative infrastructure with a high Return of Investment.

FISCAL IMPACT:

COUNCIL COMMUNICATION

Addition of \$198,900 for a total revised five-year contract amount of \$382,075.

FUNDING AVAILABLE:

Staff are requesting an appropriation of funds in the amount of \$198,900 from Fund 500 to Account No. 50061500.72369 for Fiscal Year 2025/26. Future year costs will be included as part of the annual budget planning and approval process.

AMENDMENT NO. 1

MILSOFT UTILITY SOLUTIONS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES, made and effective this ____ day of _____, 2025 ("Amendment No. 1"), by and between the CITY OF LODI, a municipal corporation ("CITY"), and MILSOFT UTILITY SOLUTIONS, INC., a Texas corporation qualified to do business in California ("CONTRACTOR").

WITNESSETH:

1. WHEREAS, CITY and CONTRACTOR entered into an Agreement for Professional Services for an amount not-to-exceed \$183,175 for Annual Support for Milsoft's DisSPatch OMS, DisSPatch Test System, Customer Outage Alerts, Personnel Notifications, integration configurations, Milsoft Windmil and WindMilMap on December 7, 2023 ("Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and

2. WHEREAS, CITY now requests to amend the Scope of Services, as set forth in the quote number 54571 from CONTRACTOR dated October 8, 2025, attached as Exhibit 2 and made a part hereof, and as set forth in the quote number 54566 from CONTRACTOR dated September 12, 2025, attached as Exhibit 3 and made a part hereof, and as set forth in the quote number 54629 from CONTRACTOR dated September 25, 2025, attached as Exhibit 4 and made a part hereof, and increase the fees by an additional \$198,900, for a total revised not-to-exceed amount of \$382,075, and;

3. WHEREAS, CITY and CONTRACTOR agree to said Amendments as set forth above. All other terms and conditions 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

MILSOFT UTILITY SOLUTIONS, INC., a Texas corporation qualified to do business in California

JAMES LINDSAY
Acting City Manager

ADAM TURNER
CEO of Business Operations

Interim

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

for

AK

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on December 7, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Milsoft Utility Solutions, Inc., a Texas corporation 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 Annual Support for Milsoft's DisSPatch OMS, DisSPatch Test System, Customer Outage Alerts, Personnel Notifications, integration configurations, Milsoft WindMil (all engineering applications) including Additional Seat Full Analysis, and WindMilMap (GIS). (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, 2023 and terminates upon the completion of the Scope of Services or on June 30, 2028, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed. 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: Electric Utility Director

To CONTRACTOR: Milsoft Utility Solutions, Inc.
 4400 Buffalo Gap Road, Suite 5150
 Abilene, TX 79606
 Attn: Josh Wolf

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.

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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

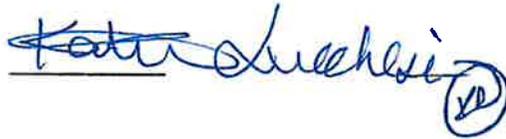


ANDREW KEYS
Interim City Manager

APPROVED AS TO FORM:
KATIE O. LUCCHESI, City Attorney

MILSOFT UTILITY SOLUTIONS, INC., a Texas corporation

By:



By:



Name: ADAM TURNER
Title: CEO - Business Operations

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

**Funding Source: 50061500.72369
(Business Unit & Account No.)**

Doc ID:

CA: Rev.09.2023.LT-Milsoft



Exhibit A/B

Bill To
 Melissa Price
 Lodi Electric Utility Department
 PO Box 3006
 Lodi, CA, 95241-1910
 USA

Quote Number: **52597**
 Date Created: 09-05-2023
 Account Manager: Josh Wolf

Support for Current EA & OMS (July 1, 2023 through June 30, 2028)

Qty	Quoted Line Item	Contract Term	List Price	Discount	Price
1	Milsoft Support Annual Support for Milsoft's DisSPatch OMS, DisSPatch Test System, Customer OutageAlerts, Personnel Notifications, integration configurations, Milsoft WindMil (all engineering applications) and WIndMilMap (GIS). This amount will change if more applications are purchased.	5 Year(s)	\$172,575.00	0.00%	\$172,575.00

Sub Total: \$172,575.00
 Discount: \$0.00

Support for Current EA & OMS (July 1, 2023 through June 30, 2028) Total: \$172,575.00

Engineering Anlysis (not included in the above Support calculation)

Qty	Quoted Line Item	Contract Term	List Price	Discount	Price
2	WindMil® Additional Seat Full Analysis Additional seat of WindMil® Engineering Analysis. Milsoft Support applicable.		\$5,300.00	100.00%	\$0.00
1	Milsoft EA Support Annual support for EA products.	5 Year(s)	\$10,600.00	0.00%	\$10,600.00

Sub Total: \$21,200.00
 Discount: \$10,600.00

Engineering Anlysis (not included in the above Support calculation) Total: \$10,600.00

Sub Total: \$193,775.00
 Total Discount: \$10,600.00
 Grand Total: \$183,175.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an addendum to Customer's existing Milsoft license agreement when applicable.

Terms & Conditions - Milsoft® Engineering Analysis, EA Essentials, WindMII®, WindMII® Enterprise, LightTable®, LandBase™, LandBase with Streaming LandBase, Contingency Study, Reliability Analysis, Mapping Features, and/or Network/Server Keys

Payment Terms

- Payment due in USD upon receipt of invoice
- 100% invoiced upon quote acceptance

Price Exclusions

- Hardware
- Microsoft® SQL Server™
- Support Program
 - Annual support at the rate of 20% of the full retail price
 - Annual support invoiced separately after installation

Terms & Conditions - Annual Support

Payment Terms

- Payment due upon receipt of invoice
- Payment must be made in USD

IMPORTANT! Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your computers and devices, through the following link to our sharefile:
<https://www.milsoft.com/resources/hardware-requirements>

Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____



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 IT Vendor Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Other Insurance Provisions:

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

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

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

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



☎ 800-344-5647 | 🌐 www.milsoft.com
 📍 4400 Buffalo Gap Road | Suite 5150 | Abilene, TX 79606

Bill To
 Hasan Shahriar
 Lodi Electric Utility Department
 PO Box 3006
 Lodi, CA, 95241-1910
 USA

Quote Number: 54571
 Date Created: 10/08/2025
 Valid Until: 12/15/2025
 Account Manager: Bart Brockway

EXHIBIT 2

Communications

Quantity	Quoted Line Item	Contract Term	Price (Monthly)
1	Hosted IVR Monthly Subscription The subscription term shall commence on July 1, 2023, and continue through June 30, 2028. Includes a subscription for a dedicated IVR system. Call charges will be invoiced monthly at the rate of \$0.05 per minute. Milsoft Support included.	5 Year(s)	\$2,940.00
1	Hosted IVR Monthly Call Charges Estimated monthly call charges for Hosted IVR usage estimated at 2,000 minutes per month, billed at \$0.05 per minute (billed as actual).	5 Year(s)	\$100.00
Communications Total:			\$3,040.00
Non-Recurring Total:			\$0.00
Recurring Monthly Total:			\$3,040.00
Total:			\$3,040.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an addendum to Customer's current contract(s) with Milsoft.

Terms and Conditions - Milsoft IVR™ Hosted System (Subscription)

Payment Terms

- Payment due in USD upon receipt of invoice
- 100% of Hosted System Setup invoiced upon quote acceptance

Price Inclusion

- Remote installation
- Support Program

Price Exclusion

- For a non-approved payment gateway: fee (\$10,500) to audit and gain compliance

Subscription Terms

- Five (5) year initial term, invoiced monthly
- Automatic (1) year renewals after initial term, unless/until canceled in writing by notice given before the next contract year; renewal pricing may be subject to change
- Call Charges billed monthly at \$0.05 per minute

IMPORTANT! Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online at <http://milsoft.com/hardware-software-requirements> to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your organization's computers and devices.

Account Name: Lodi Electric Utility Department

Date Signed: _____ **PO# (If any):** _____

Accepted By(signature): _____

Signer's Email: _____

Printed Name & Title: _____

Email for Invoicing: _____



MILSOFT
Utility Solutions

☎ 800-344-5617 | 🌐 www.milsoft.com
📍 4400 Buffalo Gap Road | Suite 5150 | Abilene, TX 79606

Bill To
Jasminder Singh
Lodi Electric Utility Department
PO Box 3006
Lodi, CA, 95241-1910
USA

EXHIBIT 3

Quote Number: **54566**
Date Created: 09/12/2025
Valid Until: 12/12/2025
Account Manager: Bart Brockway

Training

Qty	Quoted Line Item	List Price	Discount	Price
1	Training OMS 3 Days Onsite: Follow-up Three (3) days of onsite OMS training and all related travel expenses. Curriculum chosen by Customer. If needed, a DisSPatch Test System will be supplied for six (6) months at no charge.	\$15,000.00	\$5,000.00	\$10,000.00
			Sub Total:	\$15,000.00
			Discount:	\$5,000.00
			Total:	\$10,000.00
			Grand Total:	\$10,000.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support, Program as described when applicable, or as an addendum to Customer's current contract(s) with Milsoft.

Terms & Conditions – Training - Lump Sum Package Pricing

Payment Terms

- Payment due in USD upon receipt of invoice
- 75% invoiced upon quote acceptance
- 25% invoiced upon completion of the training

Price Inclusion

- Trainers' travel costs, meals, lodging for onsite presentation, if applicable

Price Exclusions

- Customer-requested changes
- Software sold separately

IMPORTANT! Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online at <http://milsoft.com/hardware-software-requirements> to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your organization's computers and devices.

Account Name: Lodi Electric Utility Department

Date Signed: _____ **PO# (if any):** _____

Accepted By(signature): _____

Signer's Email: _____

Printed Name & Title: _____

Email for Invoicing: _____



MILSOFT
Utility Solutions

☎ 800-344-5647 | 🌐 www.milsoft.com
📍 4400 Buffalo Gap Road | Suite 5150 | Abilene, TX 79606

Bill To
Jasminder Singh
Lodi Electric Utility Department
PO Box 3006
Lodi, CA, 95241-1910
USA

EXHIBIT 4

Quote Number: **54629**
Date Created: 09/25/2025
Valid Until: 12/25/2025
Account Manager: Bart Brockway

Qty	Quoted Line Item	Price
1	Customer Billing Conversion Service to convert Milsoft E&O applications to integrate with the new billing vendor. This process will cover WindMil®, WindMilMap®, DisSPatch®, and Milsoft IVR. Milsoft Support not applicable. SOW required.	\$6,500.00
		Total: \$6,500.00
		Grand Total: \$6,500.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an addendum to Customer's current contract(s) with Milsoft.

Terms & Conditions - Integration, Texting Configuration, DB Conversion, Migration Tool, Special Script

Payment Terms

- Payment due in USD upon receipt of invoice
- 100% invoiced upon quote acceptance, unless otherwise specified in description

Price Exclusions

- Underlying standard-edition Software product, sold or subscribed separately
- Any Customer-requested changes to the scope of work
- Support Program, if applicable as noted in description (for custom development or tool)
 - Annual support at the rate of 20% of the retail price
 - Support invoiced separately upon installation, may be prorated to coordinate account

IMPORTANT! Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online at <http://milsoft.com/hardware-software-requirements> to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your organization's computers and devices.

Account Name: Lodi Electric Utility Department

Date Signed: _____ **PO# (if any):** _____

Accepted By(signature): _____

Signer's Email: _____

Printed Name & Title: _____

Email for Invoicing: _____

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING INTERIM CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH MILSOFT UTILITY SOLUTIONS, INC. OF ABILENE, TEXAS FOR VARIOUS OUTAGE, TRAINING AND CUSTOMER RELATED UTILITY SOLUTIONS AND APPROPRIATING FUNDS IN THE AMOUNT OF \$198,900

=====

WHEREAS, in October 2023, the City Council adopted Resolution 2023-214 authorizing a five-year agreement with Milsoft Utilities Solutions, Inc. (Milsoft) for renewal of the Outage Management System (OMS), Interactive Voice Response (IVR), WindMil and WindMilMap Circuit Analysis tools, and associated support services in the amount of \$183,175; and

WHEREAS, during the quotation and renewal process, subscription fees for the Hosted IVR service were inadvertently omitted and staff is requesting approval to amend the existing five-year agreement to include these Hosted IVR subscription fees in the amount of \$35,280 annually; and

WHEREAS, customer outage report calls will be billed at \$0.05 per minute; and based on historical outage activity, staff estimates these costs at approximately \$1,200 per year; and

WHEREAS, staff is also requesting an additional \$10,000 to provide for three days of onsite training in Lodi for new staff as well as a refresher for existing staff on the OMS and IVR platforms as well as an additional \$6,500 to convert Milsoft applications to integrate with new billing vendors; and

WHEREAS, staff is recommending to appropriate funds in the amount of \$198,900 from Fund 500 to Account No. 50061500.72369 for Fiscal Year 2025/26 for a total revised five-year contract amount of \$382,075.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the Interim City Manager to execute Amendment No. 1 to Professional Services Agreement with Milsoft Utility Solutions, Inc. of Abilene, Texas for various outage, training and customer related utility solutions and appropriate funds in the amount of \$198,900 as noted above for a total revised five-year contract amount of \$382,075; 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: December 17, 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 on December 17, 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 Arts Grants for Fiscal Year 2025/2026 (PRCS)

MEETING DATE:

December 17, 2025

PREPARED BY:

Emerson Yellen, Parks, Recreation and Cultural Services Deputy Director

RECOMMENDED ACTION:

Adopt a resolution approving Arts Grants for Fiscal Year 2025/2026.

BACKGROUND INFORMATION:

Each year, City Council allocates funding to support the arts. For Fiscal Year 2025/26, Council allocated \$39,000 for Arts Grants. Of that amount, \$16,000 has been allocated for the 2025 Taco Truck Cook-Off, and \$1,000 was set aside for a delayed FY 2024/25 Mini-Grant. This leaves \$22,000 available for the FY 2025/26 project grant cycle.

The Lodi Arts Commission (LAC) is tasked with soliciting applications, reviewing submissions, and recommending applicants for funding to the City Council. A subcommittee was appointed on September 10, 2025, to review the applications. Eleven (11) applications were received requesting a total of \$38,760.

The subcommittee completed its review and brought forward funding recommendations to the full Commission. At its regular meeting on November 12, 2025, the LAC approved the recommendations by a vote of 6-0.

Recommended awards total \$17,750, with \$4,250 remaining for mini-grants (projects \$1,000 and below) throughout the fiscal year. A summary of recommended grants is included below and in the attached Summary Report.

LAC Recommended Grants for Council Approval

Grant Requestor	Grant Amount
Breakthrough Project	\$1,400
Valley Community Orchestra	\$1,750
Changing Faces Theater Company - Spooky/Holiday Show	\$5,500
Lodi Fresh Ink Fest	\$2,750
Lodi Sandhill Crane Association (LSCA)	\$1,500
Lodi Community Art Center - Photography Show	\$1,750
Lodi Community Art Center - Youth Gallery	\$1,750
Lodi Community Art Center - Celebrate Lodi	\$1,350
Future Arts Mini-Grants	\$4,250

COUNCIL COMMUNICATION

TOTAL

\$22,000

STRATEGIC VISION:

8D. Public Well-Being: Focus on youth education and mentorship to foster positive life choices.

FISCAL IMPACT:

Funds are included in FY 2025/26 budget.

FUNDING AVAILABLE:

Account # 10095000.72607

RESOLUTION NO. 2025-

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING FISCAL YEAR
2025/26 ARTS GRANTS

=====

WHEREAS, each year, the Lodi City Council allocates funds to support arts and cultural programming; and

WHEREAS, the City Council allocated \$39,000 in arts grant funding for Fiscal Year 2025/2026; and

WHEREAS, of this amount, \$16,000 has been allocated for the 2025 Taco Truck Cook-Off, and \$1,000 was set aside for a delayed FY 2024/25 Mini-Grant, leaving \$22,000 available for Fiscal Year 2025/2026 project grants; and

WHEREAS, the Lodi Arts Commission conducted a public grant application process and received eleven (11) submissions requesting a total of \$38,760; and

WHEREAS, a Commission-appointed review subcommittee evaluated the applications and presented its recommendations to the full Lodi Arts Commission; and

WHEREAS, on November 12, 2025, the Lodi Arts Commission voted 6–0 to approve the recommended slate of grantees; and

WHEREAS, the recommended grants total \$17,750, with \$4,250 reserved for future arts mini-grants throughout Fiscal Year 2025/2026; and

WHEREAS, the following grants were recommended for approval:

Grant Requestor	Grant Amount
Breakthrough Project	\$1,400
Valley Community Orchestra	\$1,750
Changing Faces Theater Company – Spooky/Holiday Show	\$5,500
Lodi Fresh Ink Fest	\$2,750
Lodi Sandhill Crane Association (LSCA)	\$1,500
Lodi Community Art Center – Photography Show	\$1,750
Lodi Community Art Center – Youth Gallery	\$1,750
Lodi Community Art Center – Celebrate Lodi	\$1,350
Future Arts Mini-Grants	\$4,250
TOTAL	\$22,000

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Fiscal Year 2025/26 Arts Grants as listed above and authorize the allocation of the remaining balance for mini-grants during Fiscal Year 2025/26; and

BE IT FURTHER RESOLVED pursuant to Section 6.3(q) of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is authorized to make minor, non-substantive revisions and clerical corrections as necessary.

Dated: December 17, 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 December 17, 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 Authorizing the Interim City Manager to Execute Amendment No. 1 to Professional Services Agreement with Wilbur-Ellis Company, LLC., of San Francisco, for Land Application Area Monitoring Agronomist Support, in the amount of \$39,840, for a Total Not-To-Exceed Contract Amount of \$99,600 (PW)

MEETING DATE:

December 17, 2025

PREPARED BY:

Interim Public Works Director

RECOMMENDED ACTION:

Adopt a Resolution Authorizing the Interim City Manager to Execute Amendment No. 1 to Professional Services Agreement with Wilbur-Ellis Company, LLC., of San Francisco, for Land Application Area Monitoring Agronomist Support, in the amount of \$39,840, for a total not-to-exceed contract amount of \$99,600.

BACKGROUND INFORMATION:

Waste discharge requirements for White Slough Water Pollution Control Facility (WSWPCF) are regulated in the Master Reclamation Permit (Order R5-2007-0126) issued by the Central Valley Regional Water Quality Control Board (Regional Board). Discharges to land are reported to the Regional Board on a monthly, quarterly, and annual basis. The Master Reclamation Permit requires all reports be prepared under the direct supervision of a certified agronomist and signed by the registered professional.

The City contracted with Wilbur-Ellis Company, LLC on March 22, 2022 to perform the necessary compliance services. The original contract was for \$59,760 and was for a 3-year term. The scope of work includes the required monitoring and reporting, participation in regular meetings to provide coordination between the City and farmers for crop irrigation and management practices, the review and submittal of required regulatory reports, and verification that permit inspection and data collection efforts are being met through on-site inspection.

Consistent with the original contract, the first (of two potential) one-year extension was executed, making the current contract expiration date February 28, 2026. This amendment will add the money necessary to fund the contract through its completion.

Staff recommends authorizing the Interim City Manager to execute Amendment No. 1 to Professional Services Agreement with Wilbur-Ellis Company, LLC., of San Francisco, for land application area monitoring agronomist support, in the amount of \$39,840, for a total not-to-exceed contract amount of \$99,600.

STRATEGIC VISION:

5B. Infrastructure: Adaptive reuse of existing properties.

FISCAL IMPACT:

COUNCIL COMMUNICATION

By not engaging a certified agronomist to support WSWPCF land application practices and associated requirements, the City would not be in compliance with the Regional Board permit and subject to fines and penalties. This expenditure does not impact the General Fund.

FUNDING AVAILABLE:

Wastewater Plant Operating Fund (53053003.72450) - \$39,840

AMENDMENT NO. 1

WILBUR-ELLIS COMPANY LLC
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 to AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment No. 1”) is made and entered this ____ day of _____, 2025 by and between the CITY OF LODI, a municipal corporation (hereinafter called “CITY”), and WILBUR-ELLIS COMPANY LLC, a Delaware limited liability company qualified to do business in California (hereinafter called “CONTRACTOR”).)

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for land application area monitoring agronomist support on March 22, 2022 and Extension No.1 on May 1, 2025 (collectively, the “Agreement”), attached hereto as Exhibit 1 and made part hereof; and
2. WHEREAS, CITY now requests to add funds in an amount of \$39,840, for a total Agreement not-to-exceed amount of \$99,600, as set forth in Exhibit 2, attached hereto and made part hereof; and
3. WHEREAS, CITY has advised CONTRACTOR of its intent to extend the terms of the Agreement an additional one (1) year through February 28, 2027; and
4. WHEREAS, CITY and CONTRACTOR agree 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 CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called “CITY”

WILBUR-ELLIS COMPANY LLC a Delaware
limited liability company qualified to do business
in California

JAMES LINDSAY
Acting City Manager

GALEN SCHMIEDT
Sales Manager

Interim

Attest:

OLIVIA NASHED, City Clerk

Approved as to Form:

KATIE O. LUCCHESI, City Attorney

EXTENSION NO. 1

WILBUR-ELLIS COMPANY LLC
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES, is made and entered this 1 day of MAY, 2025, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and WILBUR-ELLIS COMPANY LLC, a Delaware limited liability company qualified to do business in California, hereinafter called "CONTRACTOR".

WITNESSETH

1. WHEREAS, CONTRACTOR and CITY, entered into an Agreement for Professional Services on March 22, 2022 for land application area monitoring agronomist support ("Agreement"), attached hereto as Exhibit 1; and made a part hereof; and
2. WHEREAS, CITY at its option, has advised CONTRACTOR of its intent to extend the terms of the Agreement an additional one (1) year; and
3. WHEREAS, CONTRACTOR agrees to said extension.

NOW, THEREFORE, the parties agree to extend 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 Extension No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation


 Acting City Manager
 SCOTT R. GARNEY
 CHRISTINA JARDIM

WILBUR-ELLIS COMPANY LLC, a Delaware limited liability company qualified to do business in California


 GALEN SCHMIEDT
 Sales Manager

Attest:


 OLIVIA NASHED
 City Clerk

Approved as to Form:


 KATIE O. LUCCHESI
 City Attorney
 (K) for Katie Lucchesi

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on March 22, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WILBUR-ELLIS COMPANY, LLC., a California limited liability company (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 land application area monitoring agronomist support (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on March 1, 2022 and terminates upon the completion of the Scope of Services or on February 28, 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 two (2) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City

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

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) 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: Ken Capitanich

To CONTRACTOR: Wilbur-Ellis Company, LLC.
 345 California Street, 27th Floor,
 San Francisco, CA 94104
 Attn: Galen Schmiedt

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.

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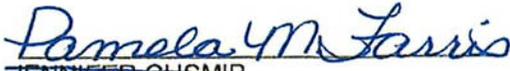
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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

CITY OF LODI, a municipal corporation


JENNIFER CUSMIR
City Clerk *Pamela M. Farris*
Assistant City Clerk


STEPHEN SCHWABAUER
City Manager

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

WILBUR-ELLIS COMPANY, LLC.,

By: 


Galen Schmiedt
By: _____
Name: GALEN SCHMIEDT
Title: Sales Manager

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

Funding Source: 53053003.72450
(Business Unit & Account No.)

Doc ID: \\pwadc02\msc\$\GROUP\ADMIN\Council\2022\02162022\Wilbur Ellis\PSA.doc

CA:Rev.08.2021.elecsign

Annual Agronomist Support for Completion of City of Lodi WPCF Land Application Area Monitoring

TASK/NUMBER	SCOPE	DELIVERABLES	LABOR HOURS	OVERHEAD EXPENSE	Total Estimated Fee in dollars
1 Meetings	Participate in up to four (4) meetings with the City and their consultants, as needed, to discuss protocols for, and results of monitoring and reporting requirements	None	4 hours x 2 meetings= 8 hours total	None	\$960.00
	Provide coordination between the City staff and the farmers that lease the City property, as need, to coordinate irrigation and crop management practices such that the permit requirements can be reliable met. It is anticipated that at least four (4) meetings with the City, their consultants, and /or the farmers that lease the City property will be needed	None	4 hours x 4 coordination meetings = 16 hours total	None	\$1,920.00
Total estimated for Task #1					\$2,880.00
2 Document Review and Signature	Review monthly reportables provided by City staff. Up to seven (7) monthly monitoring reports may be reviewed	7 signed monthly reports	12 hours x 7 reports= 84 total hours	None	\$10,800.00
	Pick up hard copies of the monthly reports upon notification by City staff that they are available. The reports will be available no later than ten (10) days following the month for which the reports are generated (i.e., Tables for April will be provided by May 10).				
	Provide review and signature of the annual Cropping and Irrigation Management Plan	None	2 hours	None	\$240.00
Total estimated for Task #2					\$10,320.00
3 Site Visits	Conduct up to seven (7) monthly site visits during periods of when the City staff is conducting daily inspections of fields to verify that inspections and data collection efforts satisfy permit requirements	None	8 hours x 7 visits= 56 Total hours	None	\$6,720.00
Total estimated fee for Task #3					\$6,720.00
ANNUAL PROJECT FEE (PER 12 MONTH PERIOD)		Total estimated fee in dollars			\$19,920.00

 NOTE: SEE TAB



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 Most Contracts
(Not construction or requiring professional liability)

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 **\$2,000,000** 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.

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.

Risk rev 3/1/2018

- (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) **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.

Exhibit 2 to Amendment No. 1

Annual Agronomist Support for Completion of City of Lodi WPCF Land Application Area Monitoring

TASK/NUMBER	SCOPE	DELIVERABLES	LABOR HOURS	OVERHEAD EXPENSE	Total Estimated Fee in dollars
1 Meetings	Participate in up to four (4) meetings with the City and their consultants, as needed, to discuss protocols for, and results of monitoring and reporting requirements	None	4 hours x 2 meetings = 8 hours total	None	\$860.00
	Provide coordination between the City staff and the farmers that lease the City property, as need, to coordinate irrigation and crop management practices such that the permit requirements can be reliably met. It is anticipated that at least four (4) meetings with the City, their consultants, and /or the farmers that lease the City property will be needed	None	4 hours x 4 coordination meetings = 16 hours total	None	\$1,920.00
Total estimated fee for Task #1					\$2,880.00
2 Document Review and Signature	Review monthly reportables provided by City staff. Up to seven (7) monthly monitoring reports may be reviewed	7 signed monthly reports	12 hours x 7 reports = 84 total hours	None	\$10,800.00
	Pick up hard copies of the monthly reports upon notification by City staff that they are available. The reports will be available no later than ten (10) days following the month for which the reports are generated (i.e., Tables for April will be provided by May 10)				
	Provide review and signature of the annual Crooing and Irrigation Management Plan	None	2 hours	None	\$240.00
Total estimated fee for Task #2					\$10,320.00
3 Site Visits	Conduct up to seven (7) monthly site visits during periods of when the City staff is conducting daily inspections of fields to verify that inspections and data collection efforts satisfy permit requirements	None	8 hours x 7 visits = 56 Total hours	None	\$6,720.00
Total estimated fee for Task #3					\$6,720.00
ANNUAL PROJECT FEE (PER 12 MONTH PERIOD)		Total estimated fee in dollars			\$19,920.00

NOT TO EXCEED \$99,600.00

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING INTERIM CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH WILBUR-ELLIS COMPANY, LLC., OF SAN FRANCISCO, FOR LAND APPLICATION AREA MONITORING AGRONOMIST SUPPORT

WHEREAS, Waste discharge requirements for White Slough Water Pollution Control Facility (WSWPCF) are regulated in the Master Reclamation Permit (Order R5-2007-0126) issued by the Central Valley Regional Water Quality Control Board (Regional Board); and

WHEREAS, discharges to land are reported to the Regional Board on a monthly, quarterly, and annual basis and the Master Reclamation Permit requires all reports be prepared under the direct supervision of a certified agronomist and signed by the registered professional; and

WHEREAS, the scope of work includes the required monitoring and reporting, participation in regular meetings to provide coordination between the City and farmers for crop irrigation and management practices, the review and submittal of required regulatory reports, and verification that permit inspection and data collection efforts are being met through on-site inspection; and

WHEREAS, Staff recommends authorizing the Interim City Manager to execute Amendment No. 1 to Professional Services Agreement with Wilbur-Ellis Company, LLC., of San Francisco, for land application area monitoring agronomist support, in the amount of \$39,840, for a total not-to-exceed contract amount of \$99,600.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager to execute Amendment No. 1 to Professional Services Agreement with Wilbur-Ellis Company, LLC., of San Francisco, for land application area monitoring agronomist support, in the amount of \$39,840, for a total not-to-exceed contract amount of \$99,600; 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: December 17, 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 December 17, 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:

Receive and File the 2025 Local Appointments List Outlining City Boards, Commissions, and Committees Appointments and Upcoming Vacancies Occurring in 2026 Calendar Year (CLK)

MEETING DATE:

December 17, 2025

PREPARED BY:

Maria Ditmore, Deputy City Clerk

RECOMMENDED ACTION:

Receive and file the 2025 Local Appointments List, outlining city boards, commissions, and committees' appointments made in the 2025 calendar year and upcoming vacancies occurring in the 2026 calendar year.

BACKGROUND INFORMATION:

California Government Code § 54970 (commonly referred to as the "Maddy Act"), declares that "a vast and largely untapped reservoir of talent exists among the citizenry of the State of California, and that rich and varied segments of this great human resource are, all too frequently, not aware of the many opportunities which exist to participate in and serve on local regulatory and advisory boards, commissions, and committees." Therefore, in an effort to provide opportunities for residents to contribute back to their communities through their backgrounds, experiences, perspectives and talents, California Government Code § 54972 directs local government jurisdictions to provide transparent and sufficient notice to members of the public regarding opportunities that may exist to participate in local regulatory or advisory boards, commissions, and committees. The Maddy Act requires legislative bodies to prepare an appointment list, on or before December 31st of each year, to provide notice on upcoming term expirations of members of boards, commissions, and committees that are appointed by the legislative body. The legislative body for the City of Lodi is its City Council. The list shall contain the following information:

- all appointive terms which will expire during the next calendar year,
- the name of the incumbent appointee,
- the date of appointment,
- the date the term expires, and
- the necessary qualifications for the position.

The 2025 Local Appointments List is attached and the document will be posted on the designated official posting boards at City Hall, Carnegie Forum, and the Lodi Public Library.

STRATEGIC VISION:

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

FISCAL IMPACT:

COUNCIL COMMUNICATION

Not applicable.

FUNDING AVAILABLE:

Not applicable.



LOCAL APPOINTMENT LIST OF BOARDS, COMMISSIONS, AND COMMITTEES

Economic Development Ad Hoc Committee				
Name	Term Start Date	Term End Date	District	Eligibility Requirements
Mark H Chandler	5/1/2024	5/1/2026	2	1. At-Large appointment recommendations are made by Mayor. 2. District representative appointment recommendations are made by the respective Councilmember for the relevant appointment recommendations made by respective councilmember for the relevant District.
Monica I Valenzuela	5/1/2024	5/1/2026	5	
Mona Shulman	5/1/2024	5/1/2026	5	
Stephen W Griswold III	5/1/2024	5/1/2026	5	
Rusell Munson	5/1/2024	5/1/2026	2	
William E Herrin	5/1/2024	5/1/2026	Outside City	
Michael Carouba	5/1/2024	5/1/2026	1	

Greater Lodi Area Youth Commission				
Name	Term Start Date	Term End Date	District	Eligibility Requirements
Elizabeth Panos - Adult Advisor	6/1/2024	5/31/2027	3	1. Adult non-voting advisors, appointed by Mayor with Council approval
Jateen J Bhakta - Adult Advisor	10/2/2024	5/31/2027	2	
Rick Wagner - Adult Advisor	6/1/2024	5/31/2027	2	
Tracy M Wilson - Adult Advisor	10/2/2024	5/31/2027	1	
David Meyers - Adult Advisor	10/2/2024	5/31/2027	2	
Molly Wahl - Adult Advisor	10/18/2023	5/31/2026	3	1. Commissioners/students must be between the ages of 13-19. 2. Students must reside in Lodi Unified School District attendance boundaries.
Kaitlyn E Armknecht	6/1/2024	6/1/2026		
Maisie McCosker	4/24/2025	6/1/2026		
Ansley Chen	9/3/2025	5/31/2027		
Zakariya Abdulgader	9/3/2025	5/31/2027		
Scott Spencer	6/1/2025	6/1/2027		
Gavin M Moran	6/1/2024	6/1/2026		
Marinda Htoon	9/3/2025	5/31/2027		
Inderjit Samra	9/3/2025	5/31/2027		
Katherine LeStrange	10/1/2025	6/1/2026		

Library Board of Trustees				
Name	Term Start Date	Term End Date	District	Eligibility Requirements
Eve Melton	7/1/2023	7/1/2026	3	1. Appointed by Mayor with Council approval
Frankie Kooger	7/1/2024	7/1/2027	2	
Caitlin Casey	7/1/2024	7/1/2027	2	
Brian V Campbell	7/1/2025	6/30/2028	5	
Nick Dalebout	7/1/2025	6/30/2028	3	

Lodi Arts Commission				
Name	Term Start Date	Term End Date	District	Eligibility Requirements
Joel Wurl	11/19/2025	7/1/2026	3	1. Must be registered voters in the City of Lodi at the time of their application. 2. Appointed by the Mayor with Council approval.
Nancy A Mellor	7/2/2024	7/2/2027	3	
Chase G. Loeb	3/20/2024	7/2/2026	1	
Kelli M Perrault	7/2/2024	7/2/2027	1	
Catherine Metcalf	7/3/2023	7/3/2026	1	
Andrew Crete	12/6/2023	7/1/2026	3	
Hayley E Johns	7/2/2022	7/1/2025	2	
Geneva M Mello	10/5/2022	7/1/2025	1	
VACANCY				

Lodi Finance Committee				
Name	Term Start Date	Term End Date	District	Eligibility Requirements
Gary Woehl	10/15/2025	11/1/2026		1. Appointed by the Mayor with Council approval.

Lodi Improvement Committee				
Name	Term Start Date	Term End Date	District	Eligibility Requirements
Janavi Sharma	11/19/2025	3/1/2026	Outside City	1. Appointed by the Mayor with Council approval. 2. General membership is open to all persons. Bylaws do not require members to be registered voters or residents within the City of Lodi
Lisa Hill	3/2/2025	3/2/2028	1	
Bertha Castro	9/3/2025	3/1/2025	1	
Lyndsy N Davis	5/1/2024	3/1/2027	4	
Christine Tran	11/19/2025	3/2/2027	1	
Emanuel Geralis	12/4/2024	3/1/2027	2	
VACANCY				

Lodi Senior Citizens Commission

Name	Term Start Date	Term End Date	District	Eligibility Requirements
Teresa Whitmire	1/1/2024	12/31/2027	2	1. Appointed by the Mayor with Council approval.
Janelle S Wilkinson	7/17/2024	12/31/2025	4	
Joseph A. Woelfel	1/1/2023	12/31/2026	3	
Lauren R Young	10/18/2023	12/31/2025	5	
Ria Jones	11/19/2025	12/1/2029	5	
Dr. Jane Loney	12/18/2024	12/31/2027	1	
Teri Spring	12/16/202	12/31/2029	2	

Measure L Citizens' Oversight Committee

Name	Term Start Date	Term End Date	District	Eligibility Requirements
VACANCY				1. One Committee member from each Council District shall be appointed by the Council Member thereof, with appointment automatic unless a vote by a super-majority (4/5) of the City Council rejects the appointment of a proposed Committee Member. 2. Must be residents of the City of Lodi who are registered voters
Chris Young	7/1/2024	7/1/2027	5	
Toni Lish	7/1/2024	7/1/2027	4	
Antonio Amador	8/20/2025	7/1/2028	1	
John Beckman	8/6/2025	7/1/2028	2	

Parks & Recreation Commission

Name	Term Start Date	Term End Date	District	Eligibility Requirements
Bret E Erickson	7/1/2023	7/1/2027	3	1. Must be residents of the City of Lodi at the time of their application. 2. Appointed by the Mayor with Council approval.
Michael N Carouba	7/1/2023	7/1/2027	1	
Larry Long	7/1/2025	6/30/2029	3	
Aaron VanNortwick	7/1/2025	6/30/2029	1	
Zahid Khan	12/6/2023	6/30/2027	1	

Personnel Board of Review

Name	Term Start Date	Term End Date	District	Eligibility Requirements
Terri Spring	5/16/2018	1/1/2027	2	1. Must be a qualified elector of the City 2. Cannot hold any position in the City
Terrence Spring	4/5/2017	1/1/2027	2	
Mark H Chandler	10/2/2024	1/1/2027	2	
Sierra Brucia	10/2/2024	1/1/2027	Outside City	
VACANCY				

Planning Commission

Name	Term Start Date	Term End Date	District	Eligibility Requirements
Joshua Lydon	11/19/2025	7/1/2029	3	1. Must be a registered voter of the City of Lodi at the time of application consideration.
Manjit Singh	7/19/2023	7/1/2027	1	
Gary L Woehl	7/21/2025	7/21/2029	1	
Kari McNickle	9/3/2025	7/1/2027	2	
Megan Eddy	10/5/2022	6/30/2026	1	
Trenton M Diehl	7/1/2024	7/1/2028	1	
Crystal K Hicks	7/1/2024	6/30/2028	1	

SJCOG Citizens' Advisory Committee

Name	Term Start Date	Term End Date	District	Eligibility Requirements
Michael G Collins	5/1/2024	1/1/2027	3	

San Joaquin County Commission on Aging

Name	Term Start Date	Term End Date	District	Eligibility Requirements
Terri Whitmire	7/1/2024	6/30/2027	2	

San Joaquin County Mosquito & Vector Control District

Name	Term Start Date	Term End Date	District	Eligibility Requirements
John R Stroh	2/21/2024	1/1/2026	2	1. Appointed by the incorporated cities

Site Plan & Architectural Review Committee (SPARC)

Name	Term Start Date	Term End Date	District	Eligibility Requirements
Daisy Dickens	1/2/2024	1/2/2028	5	1. Appointed by the Mayor with Council approval.
Peter Rosado	1/2/2023	1/1/2027	3	
Gary L Woehl	9/12/2024	9/12/2028	1	
Scott Hamilton	10/18/2023	1/1/2026	2	
Daisy Dickens	12/18/2024	1/2/2028	5	



COUNCIL COMMUNICATION

AGENDA TITLE:

Appoint Dawson Hayre to the Lodi Improvement Committee (CLK)

MEETING DATE:

December 17, 2025

PREPARED BY:

Maria Ditmore, Deputy City Clerk

RECOMMENDED ACTION:

Appoint Dawson Hayre to the Lodi Improvement Committee.

BACKGROUND INFORMATION:

The City Council directed the City Clerk to post for expired terms on the Lodi Improvement Committee on September 3, 2025.

The Mayor reviewed the application, conducted an interview, and recommends the City Council concur with the appointment as detailed below.

APPOINTMENT:

Lodi Improvement Committee

Dawson Hayre

Term to expire March 1, 2028

STRATEGIC VISION:

Not applicable.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Set Public Hearing for January 7, 2026 to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code Chapter 2.12 “City Manager” Section 2.12.050 “Removal” (CA)

MEETING DATE:

December 17, 2025

PREPARED BY:

Katie O. Lucchesi, City Attorney

RECOMMENDED ACTION:

Set a public hearing for January 7, 2026 to consider waiving the first reading and introducing an ordinance amending Lodi Municipal Code (LMC) Chapter 2.12 “City Manager” Section 2.12.050 “Removal”.

BACKGROUND INFORMATION:

From October through November 6, 2025, the City Council completed the city manager removal procedures as specified in LMC Section 2.12.050. In summary, LMC Section 2.12.050 requires: adoption of a preliminary resolution stating Council’s reason(s) for the city manager removal, allows the City Manager to request a public hearing to contest the removal, requires at least 30 days’ notice before the removal becomes effective, the city manager salary must be paid until the removal is effective, and the final removal requires a majority vote of all Councilmembers. After completion of that process, Council asked the Interim City Manager to survey other city municipal codes on removal and bring an agenda item back for Council discussion.

Based on the Interim City Manager’s research, and in consultation with the City Attorney’s office for legal adequacy, the proposed revisions to LMC Section 2.12.050 align with common provisions seen in other cities. The draft ordinance would require 10 days advance written notice to the City Manager before removal could take effect, and would only allow the Council to remove a City manager for misconduct in the 90 days following an election where there is a change in the Council membership. However, the draft ordinance also provides that outside the 90-day period, or if there is no change in Council membership following the election, a majority of the Council can vote to remove the City manager for any reason because he or she is identified as an at-will employee that serves at the pleasure of Council.

Therefore, staff requests that the Council set a public hearing for January 7, 2026, to consider waiving the first reading and introducing an ordinance amending the LMC as noted above.

STRATEGIC VISION:

8D. Public Well-Being: Focus on youth education and mentorship to foster positive life choices.

FISCAL IMPACT:

Not Applicable.

FUNDING AVAILABLE:

Not Applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Set Public Hearing for January 7, 2026 to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code Chapter 15.44 "Off-Site Improvements and Dedications," by updated Section 15.44.040 "Exemption or Deferment" (CM)

MEETING DATE:

December 17, 2025

PREPARED BY:

James Lindsay, Interim City Manager

RECOMMENDED ACTION:

Set a public hearing for January 7, 2026, to consider waiving the first reading and introducing an ordinance amending Lodi Municipal Code Chapter 15.44 "Off-Site Improvements and Dedications," by updating Section 15.44.040 "Exemption or Deferment."

BACKGROUND INFORMATION:

On November 19, 2025, the City Council reviewed Lodi Municipal Code (LMC) Chapter 15.44, which requires that all projects over \$75,400 in construction value (amount is annually adjusted by the ENR) to install all off-site improvements such as curbs, gutters, sidewalks, driveways, and utilities if they do not currently exist along a project's frontage or to reconstruct them if the off-site improvements do not meet current standards.

The City Council was concerned that the majority of residential and commercial remodels in the City have a construction value greater than \$75,400, and this requirement could be cost prohibitive to projects and discourage property owners from completing the much-needed project improvements. Because of those concerns, Council directed staff to bring back an ordinance amending LMC Section 15.44.040 to increasing the amount triggering installation or reconstruction of off-site improvements to start at \$150,000, and staff has prepared these proposed changes for Council consideration in a draft ordinance.

Therefore, staff requests that the Council set a public hearing for January 7, 2026, to consider waiving the first reading and introducing an ordinance amending the LMC Section 15.44.040 as noted above.

STRATEGIC VISION:

1G. Downtown: Policies to incentivize the revitalization of buildings and infrastructure.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Public Hearing to Consider Adoption of the 2025 California Building Code, California Existing Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, and Fire Code (CD)

MEETING DATE:

December 17, 2025

PREPARED BY:

Derek Poe, Chief Building Official

RECOMMENDED ACTION:

Public Hearing to Consider Adoption of the 2025 California Building Code, California Existing Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, and Fire Code.

BACKGROUND INFORMATION:

Pursuant to Health and Safety Code Section 18938, the California Building Standards Commission has selected January 1, 2026, as the effective date for the 2025 California Building Code, 2025 California Existing Building Code, 2025 California Mechanical Code, 2025 California Electrical Code, 2025 California Plumbing Code, 2025 California Residential Code, 2025 California Fire Code, and 2025 California Green Building Standard Code.

Every three years, Building/Construction and Fire Codes are amended by the State to include provisions of the most recent version. The State of California Building Standards Commission adopts new State standards, which cities and counties are therefore mandated to adopt. If codes with amendments are not adopted locally by January 1, 2026, then cities are required to follow State codes only. The need for the new ordinances is to adopt specific appendixes and/or administration provisions not adopted by the State. An example of this is:

- Administration Chapter I, Division II has been amended to have the City Council sit as the board of appeals for alternate materials and types of construction versus a separate appointed board of appeals; and
- Appendix J will be adopted to assist staff and design professionals with clear direction for construction design guidelines for grading, excavation, and earthwork.

The major changes in this code cycle are in the California Building Code, California Energy Code, and California Green Building Standard Code. These changes will have some benefits and restrictions compared to the existing Codes. Some of the changes in the building codes are as follows:

California Residential Code Changes:

Electric Vehicle (EV) Charging: The 2025 code mandates the installation of actual Level 2 EV chargers and receptacle outlets, rather than just making spaces "EV Capable".

COUNCIL COMMUNICATION

Wildfire Resistance (WUI Code): The new code includes updated requirements for construction in Wildland-Urban Interface (WUI) zones to improve the survivability of structures from wildfires.

Energy Efficiency: In addition to the mandatory EV charging, the code is intended to reduce greenhouse gas emissions, which may impact mechanical layouts and panel capacity planning.

Construction Waste Management: A new mandatory section requires formal Construction Waste Management (CWM) plans for all projects, with a 65% diversion mandate for waste.

Inspection and Testing: There are stricter protocols for laboratory testing and documentation of materials like concrete and steel.

Bird-Friendly Design: New requirements have been added for bird-friendly building design.

Stormwater Pollution Prevention: New obligations have been created for stormwater pollution prevention.

Code Consolidation: The 2025 code consolidates certain sections, placing more emphasis on mandatory prescriptive requirements.

Efficiency Dwelling Unit (EDUs): The minimum floor area for EDUs has been reduced to 190 square feet.

Unvented Attics: A new option is available for regulating unvented attics with specific insulation types in warmer climate zones (1, 2, and 3).

Inspector Requirements: The code clarifies the requirements for assistant inspectors and their responsibilities.

California Building Code Changes:

Fire and life safety

Lithium-ion battery facilities: New, stringent requirements classify some battery manufacturing or storage facilities as moderate or high-hazard occupancies, mandating automatic sprinkler systems where they were previously not required.

Two-way communication systems: Mandated in stairwells and elevator lobbies, requiring compliance with NFPA 72. Also, two-way communication systems are now required at horizontal exits.

Smokeproof enclosures: More robust requirements are introduced for these critical fire barriers.

Emergency power: Expanded requirements for emergency power and illumination.

Complex egress systems: New rules for delayed and controlled egress doors.

Structural and seismic

Seismic resilience: Strengthened criteria for buildings in seismic zones, particularly for Soft, Weak or Open-Front (SWOF) structures.

School buildings: New exceptions allow repairs to non-disaster damage on school buildings within 50 feet of active fault traces.

Energy and sustainability

Energy efficiency: The new energy code expands the use of heat pumps in new residential buildings and

COUNCIL COMMUNICATION

strengthens ventilation standards.

EV charging: The code now mandates the installation of actual Level 2 EV chargers and receptacle outlets, replacing previous "EV-capable" requirements.

Construction waste: All projects must create and follow a formal Construction Waste Management (CWM) plan with a 65% diversion mandate.

Stormwater and bird-friendly design: New mandatory sections are added for stormwater pollution prevention and bird-friendly building design.

Accessibility and administration

Accessibility: New exceptions exempt certain teacher or district employee dwellings and community college student housing buildings from Department of State Architect (DSA) review for Access Compliance.

Inspector certification: New articles consolidate and clarify inspector certification, renewal, conduct, and other related requirements.

Staff has attempted to notify all affected parties by publication in the Lodi News-Sentinel and the City of Lodi Newsletter, e-mail notifications, and has posted notices and provided copies at the front counter. Informational handouts are currently being revised to reflect the new code requirements. These handouts will be available at the Building & Safety kiosk and on the City web page on or before January 1, 2026.

Staff's recommendation is to approve the 2025 codes as amended. The ordinances have been presented in redlined format to more easily identify the changes to aid in review.

STRATEGIC VISION:

4E. Housing: Adopt standards and policies to promote housing for all economic levels.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING
THE "~~2022-2025~~ CALIFORNIA EXISTING BUILDING CODE,"
LODI MUNICIPAL CODE CHAPTER 15.02

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.02 "California Existing Building Code," is hereby adopted to read as follows:

Chapter 15.02

Existing Building Code

- 15.02.010 Adoption.
- 15.02.020 CEBC Chapter 1, Division II (Board of Appeals)
- 15.02.030 CEBC Chapter 1, Division II (Building Permit Fees and Valuation).
- 15.02.040 Fee Schedule.
- 15.02.050 Special Inspections – Downtown Business District.
- 15.02.060 Violation – Misdemeanor.

15.02.010 Adoption

The provisions set forth in the ~~2022~~2025 California Existing Building Code, thereto, are hereby adopted as the Existing Building Code of the City of Lodi and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Existing Building Code of the City of Lodi shall apply to all matters pertaining to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the City of Lodi, California; the issuance of building permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said "~~2022-2025~~ California Existing Building Code."

15.02.020 CEBC Code Chapter 1, Division II (Board of Appeals)

Sec. 112.1. In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the Board shall be valid unless a majority of the full board shall concur therein.

The Board of Appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. One copy will go to the Building Official with the other copy to the applicant.

15.02.030 CEBA Chapter 1, Division II (Building Permit Fees and Valuation)

Section 108.1 Building Permit Fees. A fee for each building permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

Section 108.3

The valuation to be used in computing the building permit fee shall be the total valuation of all construction work for which the permit is issued, as well as all finish work, painting, roofing, mechanical, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanently installed equipment. For industrial facilities, the value of process equipment and heavy machinery supported by the structure or by its own foundation shall be included. Contractor overhead and profit shall be included.

~~The determination of value or valuation under any of the provisions of this Chapter shall be made by the Building Official and shall be based on the latest building valuation data as printed in the Building Safety Journal, published by the International Code Council, 5360 South Workman Mill Road, Whittier, CA 90601. The valuation to be used in computing the permit and plan check fees shall be the total value of all construction work, including materials and labor for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent work or permanent equipment.~~

~~EXCEPTION: The Building Official shall determine the valuation when no applicable data is available in the Building Safety Journal.~~

15.02.040 Fee Schedule

The schedule of building permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.02.050 Special Inspections – Downtown Business District

- A. Notwithstanding any other provision of this Chapter, special inspection fees required to determine compliance with this Chapter for all buildings and structures located within the area designated by Lodi Municipal Code Section 13.12.195(B) as the “downtown business district” are waived.
- B. The City Council finds and declares that the waiver of special inspection fees is taken to protect and preserve a crucial part of City’s economy and to preserve a portion of the City’s heritage by offering incentives for businesses to locate, relocate, or expand existing commercial uses within the “downtown business district.”

15.02.060 Violation – Misdemeanor

- A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building or structure located within the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Chapter.
- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

- C. In addition to the penalties set forth in Section 15.02.060(B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of

~~November~~January, ~~2022~~2026

~~MARK CHANDLER~~RAMON YEPEZ
Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held ~~November 16~~December 17, ~~2022~~2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held ~~November 16, 2022~~January 7, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

| _____
~~Olivia Nashed~~OLIVIA NASHED
City Clerk

Approved as to Form:

| _____
~~JANICE D. MAGDIGH~~KATIE LUCCHESI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING
THE "2025 CALIFORNIA EXISTING BUILDING CODE,"
LODI MUNICIPAL CODE CHAPTER 15.02

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.02 "California Existing Building Code," is hereby adopted to read as follows:

Chapter 15.02

Existing Building Code

- 15.02.010 Adoption.
- 15.02.020 CEBC Chapter 1, Division II (Board of Appeals)
- 15.02.030 CEBC Chapter 1, Division II (Building Permit Fees and Valuation).
- 15.02.040 Fee Schedule.
- 15.02.050 Special Inspections – Downtown Business District.
- 15.02.060 Violation – Misdemeanor.

- 15.02.010 Adoption

The provisions set forth in the 2025 California Existing Building Code, thereto, are hereby adopted as the Existing Building Code of the City of Lodi and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Existing Building Code of the City of Lodi shall apply to all matters pertaining to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the City of Lodi, California; the issuance of building permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said "2025 California Existing Building Code."

15.02.020 CEBC Code Chapter 1, Division II (Board of Appeals)

Sec. 112.1. In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the Board shall be valid unless a majority of the full board shall concur therein.

The Board of Appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. One copy will go to the Building Official with the other copy to the applicant.

15.02.030 CEBA Chapter 1, Division II (Building Permit Fees and Valuation)

Section 108.1 Building Permit Fees. A fee for each building permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

Section 108.3 The valuation to be used in computing the building permit fee shall be the total valuation of all construction work for which the permit is issued, as well

as all finish work, painting, roofing, mechanical, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanently installed equipment. For industrial facilities, the value of process equipment and heavy machinery supported by the structure or by its own foundation shall be included. Contractor overhead and profit shall be included.

15.02.040 Fee Schedule

The schedule of building permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.02.050 Special Inspections – Downtown Business District

- A. Notwithstanding any other provision of this Chapter, special inspection fees required to determine compliance with this Chapter for all buildings and structures located within the area designated by Lodi Municipal Code Section 13.12.195(B) as the “downtown business district” are waived.
- B. The City Council finds and declares that the waiver of special inspection fees is taken to protect and preserve a crucial part of City’s economy and to preserve a portion of the City’s heritage by offering incentives for businesses to locate, relocate, or expand existing commercial uses within the “downtown business district.”

15.02.060 Violation – Misdemeanor

- A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building or structure located within the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Chapter.
- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.
- C. In addition to the penalties set forth in Section 15.02.060(B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of January, 2026

RAMON YEPEZ
Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held January 7, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE LUCCHESI
City Attorney KL

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
ADOPTING THE “~~2022-2025~~ CALIFORNIA BUILDING
CODE,” VOLUMES 1 AND 2; THEREBY REPEALING
AND RE-ENACTING LODI MUNICIPAL CODE CHAPTER
15.04 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.04, “California Building Code,” is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.04

Building Code

- 15.04.010 Adoption.
- 15.04.020 CBC Chapter 1, Division II (Board of Appeals).
- 15.04.030 CBC Chapter 1, Division II (Building Permit Fees and Valuation).
- 15.04.040 Fee Schedule.
- 15.04.050 Special Inspections – Downtown Business District.
- 15.04.060 Violation – Misdemeanor.

15.04.010 Adoption

The provisions set forth in the ~~2022-2025~~ California Building Code, Volumes 1 and 2, including Chapter 1, Division II, Appendix I and J, California Building Code, thereto, are hereby adopted as the Building Code of the City of Lodi and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Building Code of the City of Lodi shall apply to all matters pertaining to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the City of Lodi, California; the issuance of building permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said “~~2022-2025~~ California Building Code,” Volumes 1 and 2, California Building Code and the above designated appendixes thereto.

15.04.020 CBC Chapter 1, Division II (Board of Appeals)

Sec.113.1. In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the Board shall be valid unless a majority of the full board shall concur therein.

The Board of Appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. A copy will go to the Building Official with the other copy to the applicant.

15.04.030 CBC Chapter 1, Division II (Building Permit Fees and Valuation)

Sec. 109.1. Building Permit Fees. A fee for each building permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

Sec. 109.3. The valuation to be used in computing the building permit fee shall be the total valuation of all construction work for which the permit is issued, as well as all finish work, painting, roofing, mechanical, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanently installed equipment. For industrial facilities, the value of process equipment and heavy machinery supported by the structure or by its own foundation shall be included. Contractor overhead and profit shall be included. The determination of value or valuation under any of the provisions of this Chapter shall be made by the Building Official and shall be based on the latest building valuation data as printed in the Building Safety Journal, published by the International Code Council, 5360 South Workman Mill Road, Whittier, CA 90601. The valuation to be used in computing the permit and plan check fees shall be the total value of all construction work, including materials and labor for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent work or permanent equipment.

~~EXCEPTION: The Building Official shall determine the valuation when no applicable data is available in Building Safety Journal.~~

15.04.040 Fee Schedule

The schedule of building permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.04.050 Special Inspections – Downtown Business District

- A. Notwithstanding any other provision of this Chapter, special inspection fees required to determine compliance with this Chapter for all buildings and structures located within the area designated by Lodi Municipal Code Section 13.12.195(B) as the “downtown business district” are waived.
- B. The City Council finds and declares that the waiver of special inspection fees is taken to protect and preserve a crucial part of City’s economy and to preserve a portion of the City’s heritage by offering incentives for businesses to locate, relocate, or expand existing commercial uses within the “downtown business district.”

15.04.060 Violation – Misdemeanor

- A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building or structure located within the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Chapter.
- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any

violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

- C. In addition to the penalties set forth in Section 15.04.060(B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ___ day of ~~November,~~

~~2022~~January, 2026

~~MARK CHANDLER~~RAMON YEPEZ
Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held ~~November 16, 2022~~December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held ~~November 16, 2022~~January 7, 2026, by the following vote:

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

I further certify that Ordinance No. ___ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

| ~~JANICE D. MAGDICH~~KATIE LUCCHESI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
ADOPTING THE "2025 CALIFORNIA BUILDING CODE,"
VOLUMES 1 AND 2; THEREBY REPEALING AND RE-
ENACTING LODI MUNICIPAL CODE CHAPTER 15.04 IN
ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.04, "California Building Code," is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 15.04

Building Code

- 15.04.010 Adoption.
- 15.04.020 CBC Chapter 1, Division II (Board of Appeals).
- 15.04.030 CBC Chapter 1, Division II (Building Permit Fees and Valuation).
- 15.04.040 Fee Schedule.
- 15.04.050 Special Inspections – Downtown Business District.
- 15.04.060 Violation – Misdemeanor.

- 15.04.010 Adoption

The provisions set forth in the 2025 California Building Code, Volumes 1 and 2, including Chapter 1, Division II, Appendix I and J, California Building Code, thereto, are hereby adopted as the Building Code of the City of Lodi and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Building Code of the City of Lodi shall apply to all matters pertaining to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the City of Lodi, California; the issuance of building permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said "2025 California Building Code," Volumes 1 and 2, California Building Code and the above designated appendixes thereto.

15.04.020 CBC Chapter 1, Division II (Board of Appeals)

Sec.113.1. In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the Board shall be valid unless a majority of the full board shall concur therein.

The Board of Appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. A copy will go to the Building Official with the other copy to the applicant.

15.04.030 CBC Chapter 1, Division II (Building Permit Fees and Valuation)

Sec. 109.1. Building Permit Fees. A fee for each building permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

Sec. 109.3 The valuation to be used in computing the building permit fee shall be the total valuation of all construction work for which the permit is issued, as well as all finish work, painting, roofing, mechanical, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanently installed equipment. For industrial facilities, the value of process equipment and heavy machinery supported by the structure or by its own foundation shall be included. Contractor overhead and profit shall be included.

15.04.040 Fee Schedule

The schedule of building permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.04.050 Special Inspections – Downtown Business District

- A. Notwithstanding any other provision of this Chapter, special inspection fees required to determine compliance with this Chapter for all buildings and structures located within the area designated by Lodi Municipal Code Section 13.12.195(B) as the “downtown business district” are waived.
- B. The City Council finds and declares that the waiver of special inspection fees is taken to protect and preserve a crucial part of City’s economy and to preserve a portion of the City’s heritage by offering incentives for businesses to locate, relocate, or expand existing commercial uses within the “downtown business district.”

15.04.060 Violation – Misdemeanor

- A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building or structure located within the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Chapter.
- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.
- C. In addition to the penalties set forth in Section 15.04.060(B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the

City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ___ day of January, 2026

RAMON YEPEZ
Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held January 7, 2026, by the following vote:

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

I further certify that Ordinance No. ___ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE LUCCHESI
City Attorney

KL

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
ADOPTING THE "~~2022-2025~~ CALIFORNIA RESIDENTIAL
BUILDING CODE," THEREBY REPEALING AND
RE-ENACTING LODI MUNICIPAL CODE
CHAPTER 15.06 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.06, "California Residential Building Code," is hereby repealed and re-enacted in its entirety to read as follows:

Chapter 15.06

RESIDENTIAL CODE

- 15.06.010 Adoption.
- 15.06.020 CBC Chapter 1, Division II (Board of Appeals).
- 15.06.030 CBC Chapter 1, Division II (Building Permit Fees and Valuation).
- 15.06.040 Fee Schedule.
- 15.06.050 Repetitive Submittals (Master Plans).
- 15.06.060 Violation – Misdemeanor.

- 15.06.010 Adoption

The provisions set forth in the ~~2022-2025~~ California Residential Code," including Chapter 1, Division II, Appendix AH and AJ, Sections AJ102, AJ104.1, AJ105, ~~AJ105.7, AJ105.8, AJ110.1~~ only, Appendix AX thereto, are hereby adopted as the Residential Building Code of the City of Lodi and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Residential Code of the City of Lodi shall apply to all matters pertaining to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the City of Lodi, California; the issuance of building permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said "~~2022-2025~~ California Residential Code" and the above-designated appendixes thereto.

15.06.020 CBC Chapter 1 Division II (Board of Appeals)

Sec.112.1 - In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the Board shall be valid unless a majority of the full Board shall concur therein.

The Board of Appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. A copy will go to the Building Official with the other copy to the applicant.

15.06.030 CBC Chapter 1, Division II (Building Permit Fees and Valuation)

Section 108.1. Building Permit Fees. A fee for each building permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

~~Section 108.3 The valuation to be used in computing the building permit fee shall be the total valuation of all construction work for which the permit is issued, as well as all finish work, painting, roofing, mechanical, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanently installed equipment. For industrial facilities, the value of process equipment and heavy machinery supported by the structure or by its own foundation shall be included. Contractor overhead and profit shall be included. The determination of value or valuation under any of the provisions of this Chapter shall be made by the Building Official and shall be based on the latest building valuation data as printed in the Building Safety Journal, published by the International Code Council, 5360 South Workman Mill Road, Whittier, CA 90601. The valuation to be used in computing the permit and plan check fees shall be the total value of all construction work, including materials and labor for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent work or permanent equipment.~~

~~EXCEPTION: The Building Official shall determine the valuation when no applicable data is available in Building Safety Journal.~~

Section 108.6 Work commenced before permit is issued. Any person who commences work requiring a permit before obtaining the necessary permits shall be subject to a fee established by the Building Official that shall be in addition to the required permit fee

15.06.040 Fee Schedule

The schedule of building permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.06.050 Repetitive submittals (Master Plans)

A. Fees for the repetitive submittals of Master Plans shall be as follows:

1. Original plan: 100% of building permit fee, plus 10%.
2. Subsequent plans: 25% of building permit fee.
3. City's Residential Code (Chapter 15.06) is subject to review and adoption every three years; as such, Master Plans expire upon the effective date of City's most recent Residential Code.

15.06.060 Violation – Misdemeanor

- A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building or structure located within the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Chapter.
- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

- C. In addition to the penalties set forth in Section 15.06.060(B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of ~~November,~~

~~2022~~January, 2026

~~Attest:-~~

~~MARK CHANDLER, RAMON YEPEZ~~

~~-Mayor~~

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held ~~November 16, 2022~~December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held ~~November 16, 2022~~January 7, 2026, by the following vote:

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

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

| ~~JANICE D. MAGDICH~~KATIE LUCCHESI
City Attorney

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL
ADOPTING THE "2025 CALIFORNIA RESIDENTIAL
BUILDING CODE," THEREBY REPEALING AND
RE-ENACTING LODI MUNICIPAL CODE
CHAPTER 15.06 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.06, "California Residential Building Code," is hereby repealed and re-enacted in its entirety to read as follows:

Chapter 15.06

RESIDENTIAL CODE

- 15.06.010 Adoption.
- 15.06.020 CBC Chapter 1, Division II (Board of Appeals).
- 15.06.030 CBC Chapter 1, Division II (Building Permit Fees and Valuation).
- 15.06.040 Fee Schedule.
- 15.06.050 Repetitive Submittals (Master Plans).
- 15.06.060 Violation – Misdemeanor.

15.06.010 Adoption

The provisions set forth in the 2025 California Residential Code," including Chapter 1, Division II, Appendix AH and AJ, Sections AJ102, AJ104.1, AJ105, AJ105.7, AJ105.8, AJ110.1 only, Appendix AX thereto, are hereby adopted as the Residential Building Code of the City of Lodi and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Residential Code of the City of Lodi shall apply to all matters pertaining to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the City of Lodi, California; the issuance of building permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said "2025 California Residential Code" and the above-designated appendixes thereto.

15.06.020 CBC Chapter 1 Division II (Board of Appeals)

Sec.112.1 - In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the Board shall be valid unless a majority of the full Board shall concur therein.

The Board of Appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. A copy will go to the Building Official with the other copy to the applicant.

15.06.030 CBC Chapter 1, Division II (Building Permit Fees and Valuation)

Section 108.1. Building Permit Fees. A fee for each building permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

Section 108.3. The valuation to be used in computing the building permit fee shall be the total valuation of all construction work for which the permit is issued, as well as all finish work, painting, roofing, mechanical, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanently installed equipment. For industrial facilities, the value of process equipment and heavy machinery supported by the structure or by its own foundation shall be included. Contractor overhead and profit shall be included.

Section 108.6 Work commenced before permit is issued. Any person who commences work requiring a permit before obtaining the necessary permits shall be subject to a fee established by the Building Official that shall be in addition to the required permit fee

15.06.040 Fee Schedule

The schedule of building permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.06.050 Repetitive submittals (Master Plans)

A. Fees for the repetitive submittals of Master Plans shall be as follows:

1. Original plan: 100% of building permit fee, plus 10%.
2. Subsequent plans: 25% of building permit fee.
3. City's Residential Code (Chapter 15.06) is subject to review and adoption every three years; as such, Master Plans expire upon the effective date of City's most recent Residential Code.

15.06.060 Violation – Misdemeanor

- A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building or structure located within the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Chapter.
- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.
- C. In addition to the penalties set forth in Section 15.06.060(B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid

provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of January, 2026

RAMON YEPEZ
Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held January 7, 2026, by the following vote:

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

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE LUCCHESI
City Attorney

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AN ORDINANCE OF THE LODI CITY COUNCIL
ADOPTING THE “~~2022~~2025 CALIFORNIA MECHANICAL
CODE,” THEREBY REPEALING AND RE-ENACTING LODI
MUNICIPAL CODE CHAPTER 15.08 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.08, “California Mechanical Code,” is hereby repealed and re-enacted in its entirety to read as follows:

Chapter 15.08

MECHANICAL CODE

- 15.08.010 Adoption.
- 15.08.020 Mechanical Permit Fees.
- 15.08.030 Fee Schedule.
- 15.08.040 Investigation Fee.
- 15.08.050 Installation.
- 15.08.060 CMC Chapter 1, Division II (Board of Appeals).
- 15.08.070 Violation – Misdemeanor.

15.08.010 Adoption

The provisions set forth in the ~~2022~~2025 California Mechanical Code,” together with Chapter 1, Administration Division II, are hereby adopted as the Mechanical Code of the City of Lodi, and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Mechanical Code of the City of Lodi shall apply to all matters pertaining to erection, installation, alteration, repair, relocation, replacement, addition to, use, or maintenance of any heating, ventilation, comfort cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances; to the issuance of permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said “~~2022~~2025 California Mechanical Code” within the City of Lodi.

15.08.020 Mechanical Permit Fees

A fee for each mechanical permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.08.030 Fee Schedule

Section 104.5 is amended to read as follows: The schedule of Mechanical Permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.08.040 Investigation Fee – Work Without a Permit

Sections 104.5.1 and 104.5.2 are amended to read as follows: Work commenced before permit is issued. Any person who commences work requiring a permit before obtaining the necessary permits shall be subject to a fee established by the applicable governing authority that shall be in addition to the required permit fee.

15.08.050 Installation

Section 303.1 Installation. The California Mechanical Code adopted in Section 15.08.010 is amended to add the following

Section 303.1.2 Location of heating and cooling equipment. Heating, cooling, and swimming pool equipment shall not be located within the required five-foot side yard setback as defined by the City of Lodi Zoning Ordinance for residential zonings.

15.08.060 CMC Chapter 1, Division II (Board of Appeals)

Section 107.0 and 107.1 In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the board shall be valid unless a majority of the full board shall concur therein.

The Board of Appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. A copy will go to the Building Official with the other copy to the applicant.

15.08.070 Violation – Misdemeanor

A. It shall be unlawful for any person, to erect, install, alter, repair, relocate, add to, replace, use, or maintain heating, ventilating, comfort cooling, or refrigeration equipment in the jurisdiction, or cause the same to be done, contrary to or in violation of any of the provision of this Chapter. Maintenance of equipment, which was unlawful at the time it was installed and which would be unlawful under this Code if installed after effective date of this Chapter, shall constitute a continuing violation of this Chapter.

B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

C. In addition to the penalties set forth in Section 15.08.070(B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside if the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

~~2022~~January~~December 17, 2026~~5

Approved this ___ day of ~~November,~~

BREGMAN RAMON YEPEZ

~~MARK CHANDLER~~CAMERON

Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ___ was introduced at a regular meeting of the City Council of the City of Lodi held ~~November 16, 2022~~December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held ~~November 16, 2022~~ December 17, 2025~~January 7, 2026~~, by the following vote:

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

I further certify that Ordinance No. ___ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

Approved as to Form:

~~Olivia Nashed~~OLIVIA NASHED
City Clerk

| ~~JANICE D. MAGDICH~~ KATIE LUCHESSI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
ADOPTING THE "2025 CALIFORNIA MECHANICAL CODE,"
THEREBY REPEALING AND RE-ENACTING LODI
MUNICIPAL CODE CHAPTER 15.08 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.08, "California Mechanical Code," is hereby repealed and re-enacted in its entirety to read as follows:

Chapter 15.08

MECHANICAL CODE

- 15.08.010 Adoption.
- 15.08.020 Mechanical Permit Fees.
- 15.08.030 Fee Schedule.
- 15.08.040 Investigation Fee.
- 15.08.050 Installation.
- 15.08.060 CMC Chapter 1, Division II (Board of Appeals).
- 15.08.070 Violation – Misdemeanor.

15.08.010 Adoption

The provisions set forth in the 2025 California Mechanical Code," together with Chapter 1, Administration Division II, are hereby adopted as the Mechanical Code of the City of Lodi, and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Mechanical Code of the City of Lodi shall apply to all matters pertaining to erection, installation, alteration, repair, relocation, replacement, addition to, use, or maintenance of any heating, ventilation, comfort cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances; to the issuance of permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said "2025 California Mechanical Code" within the City of Lodi.

15.08.020 Mechanical Permit Fees

A fee for each mechanical permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.08.030 Fee Schedule

Section 104.5 is amended to read as follows: The schedule of Mechanical Permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.08.040 Investigation Fee – Work Without a Permit

Sections 104.5.1 and 104.5.2 are amended to read as follows: Work commenced before permit is issued. Any person who commences work requiring a permit before obtaining the necessary permits shall be subject to a fee established by the applicable governing authority that shall be in addition to the required permit fee.

15.08.050 Installation

Section 303.1 Installation. The California Mechanical Code adopted in Section 15.08.010 is amended to add the following

Section 303.1.2 Location of heating and cooling equipment. Heating, cooling, and swimming pool equipment shall not be located within the required five-foot side yard setback as defined by the City of Lodi Zoning Ordinance for residential zonings.

15.08.060 CMC Chapter 1, Division II (Board of Appeals)

Section 107.0 and 107.1 In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the board shall be valid unless a majority of the full board shall concur therein.

The Board of Appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. A copy will go to the Building Official with the other copy to the applicant.

15.08.070 Violation – Misdemeanor

A. It shall be unlawful for any person, to erect, install, alter, repair, relocate, add to, replace, use, or maintain heating, ventilating, comfort cooling, or refrigeration equipment in the jurisdiction, or cause the same to be done, contrary to or in violation of any of the provision of this Chapter. Maintenance of equipment, which was unlawful at the time it was installed and which would be unlawful under this Code if installed after effective date of this Chapter, shall constitute a continuing violation of this Chapter.

B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

C. In addition to the penalties set forth in Section 15.08.070(B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside if the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of January, 2026

RAMON YEPEZ
Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held January 7, 2026, by the following vote:

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

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE LUCCHESI
City Attorney KL

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
ADOPTING THE "2022 ~~2025~~ CALIFORNIA PLUMBING
CODE," THEREBY REPEALING AND RE-ENACTING
LODI MUNICIPAL CODE CHAPTER 15.12 IN ITS
ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.12, "California Plumbing Code," is hereby repealed and re-enacted to read as follows:

Chapter 15.12

PLUMBING CODE

- 15.12.010 Adoption.
- 15.12.020 Department Having Jurisdiction.
- 15.12.030 Plumbing Permit Fees.
- 15.12.040 Fee Schedule.
- 15.12.050 Investigation Fee.
- 15.12.060 Violation – Misdemeanor.

15.12.010 Adoption

The provisions set forth in the "2022~~2025~~ California Plumbing Code," together with Chapter 1 Administration Division II, are hereby adopted as the Plumbing Code of the City of Lodi and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Plumbing Code of the City of Lodi shall apply to all matters pertaining to plumbing, drainage systems, and gas fittings in the City of Lodi.

15.12.020 Department Having Jurisdiction

The Building Division of the Community Development Department and the Building Official or his/her authorized representative shall enforce the provisions of this Chapter and shall have all of the duties and rights of the Administrative Authority as provided in the "2022~~2025~~ California Plumbing Code."

15.12.030 Plumbing Permit Fees

A fee for each plumbing permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.12.040 Fee Schedule

Section 104.5 The schedule of plumbing permit fees required by this Chapter will be those established and adopted by City Council from time to time by resolution.

15.12.050 Investigation Fee – Work Without a Permit

Sections 104.5.1 and 104.5.2 Work commenced before permit is issued. Any person who commences work requiring a permit before obtaining the necessary permits shall be subject to a fee established by the Building Official that shall be in addition to the required permit fee.

15.12.060 Violation – Misdemeanor

- A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing or permit the same to be done in violation of this Chapter.
- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.
- C. In addition to the penalties set forth in Section 15.12.060(B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

2022 ~~DECEMBER 27, 2025~~

Approved this ____ day of November,

~~MARK CHANDLER~~ CAMERON BREGMAN
Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Oliva Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held ~~November 16, 2022~~ December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held November 16, 2022, ~~December 17, 2025~~, by the following vote:

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

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

~~JANICE D. MAGDICH~~ KATIE LUCHESSI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
ADOPTING THE "2025 CALIFORNIA PLUMBING CODE,"
THEREBY REPEALING AND RE-ENACTING LODI
MUNICIPAL CODE CHAPTER 15.12 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.12, "California Plumbing Code," is hereby repealed and re-enacted to read as follows:

Chapter 15.12

PLUMBING CODE

- 15.12.010 Adoption.
- 15.12.020 Department Having Jurisdiction.
- 15.12.030 Plumbing Permit Fees.
- 15.12.040 Fee Schedule.
- 15.12.050 Investigation Fee.
- 15.12.060 Violation – Misdemeanor.

15.12.010 Adoption

The provisions set forth in the "2025 California Plumbing Code," together with Chapter 1 Administration Division II, are hereby adopted as the Plumbing Code of the City of Lodi and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Plumbing Code of the City of Lodi shall apply to all matters pertaining to plumbing, drainage systems, and gas fittings in the City of Lodi.

15.12.020 Department Having Jurisdiction

The Building Division of the Community Development Department and the Building Official or his/her authorized representative shall enforce the provisions of this Chapter and shall have all of the duties and rights of the Administrative Authority as provided in the "2025 California Plumbing Code."

15.12.030 Plumbing Permit Fees

A fee for each plumbing permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.12.040 Fee Schedule

Section 104.5 The schedule of plumbing permit fees required by this Chapter will be those established and adopted by City Council from time to time by resolution.

15.12.050 Investigation Fee – Work Without a Permit

Sections 104.5.1 and 104.5.2 Work commenced before permit is issued. Any person who commences work requiring a permit before obtaining the necessary permits shall be subject to a fee established by the Building Official that shall be in addition to the required permit fee.

15.12.060 Violation – Misdemeanor

- A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing or permit the same to be done in violation of this Chapter.
- B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.
- C. In addition to the penalties set forth in Section 15.12.060(B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of January, 2026

RAMON YEPEZ
Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Oliva Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held January 7, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE LUCCHESI
City Attorney KL

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING
THE "~~2022-2025~~ CALIFORNIA ELECTRICAL CODE", THEREBY
REPEALING AND RE-ENACTING LODI MUNICIPAL CODE
CHAPTER 15.16 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.16, "California Electrical Code," is hereby repealed and re-enacted in its entirety to read as follows.

Chapter 15.16

ELECTRICAL CODE

Sections:

- 15.16.010 Adoption.
- 15.16.020 Fees.
- 15.16.030 Fee Schedule.
- 15.16.040 Investigation Fee.
- 15.16.050 Appeals Board.
- 15.16.060 Qualifications of Inspectors.
- 15.16.070 Violation – Misdemeanor.

15.16.010 Adoption

The provisions set forth in the "~~2022-2025~~ California Electrical Code," together with Annex C, Annex H, and Administration and Enforcement thereto, are hereby adopted as the Electrical Code of the City of Lodi, and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Electrical Code of the City of Lodi shall apply to all matters pertaining to the installation, alteration, or addition of electrical wiring, devices, appliances, or equipment in the City of Lodi; and the enforcement of the rules and regulations as set forth in the "~~2022-2025~~ California Electrical Code," together with Annex C, Annex H, and Administration and Enforcement thereto.

15.16.020 Fees

A fee for each electrical permit required by this Code shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.16.030 Fee Schedule

The Schedule of Electrical Permit Fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.16.040 Investigation Fee – Work Without a Permit

Work commenced before permit is issued. Any person who commences work requiring a permit before obtaining the necessary permits shall be subject to a fee established by the Building Official that shall be in addition to the required permit fee.

15.16.050 Appeals Board (CEC Annex H)

Annex H 80.15 - is amended to read: In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the Board shall be valid unless a majority of the full board shall concur therein.

The Board of Appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. A copy will go to the Building Official with the other copy to the applicant.

15.16.060 Qualifications of Inspectors

Annex H 80.27- is amended to read: All electrical inspectors shall meet the minimum certification and experience as required by the City of Lodi's job description.

15.16.070 Violation – Misdemeanor

A. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, or maintain any electrical wiring, devices, appliances or equipment or permit the same to be done in violation of this Chapter.

B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

C. In addition to the penalties set forth in Section 15.16.070(B) above, City may at its sole discretion, seek to enforce its Building Code under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of ~~November,~~
~~2022~~December 17, 2025January, 2026

BREGMAN RAMON YEPEZ

~~MARK~~ CHANDLER CAMERON

Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held November 16, 2022, December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held ~~November 16, 2022~~December 17, 2025January 7, 2026, by the following vote:

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

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

| JANICE D. MAGDICHKATIE LUCHESSI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING
THE "2025 CALIFORNIA ELECTRICAL CODE", THEREBY
REPEALING AND RE-ENACTING LODI MUNICIPAL CODE
CHAPTER 15.16 IN ITS ENTIRETY

=====

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.16, "California Electrical Code," is hereby repealed and re-enacted in its entirety to read as follows.

Chapter 15.16

ELECTRICAL CODE

Sections:

- 15.16.010 Adoption.
- 15.16.020 Fees.
- 15.16.030 Fee Schedule.
- 15.16.040 Investigation Fee.
- 15.16.050 Appeals Board.
- 15.16.060 Qualifications of Inspectors.
- 15.16.070 Violation – Misdemeanor.

15.16.010 Adoption

The provisions set forth in the "2025 California Electrical Code," together with Annex C, Annex H, and Administration and Enforcement thereto, are hereby adopted as the Electrical Code of the City of Lodi, and copies of the same are maintained by the City Building Official and available for review in the Community Development Department. The Electrical Code of the City of Lodi shall apply to all matters pertaining to the installation, alteration, or addition of electrical wiring, devices, appliances, or equipment in the City of Lodi; and the enforcement of the rules and regulations as set forth in the "2025 California Electrical Code," together with Annex C, Annex H, and Administration and Enforcement thereto.

15.16.020 Fees

A fee for each electrical permit required by this Code shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.16.030 Fee Schedule

The Schedule of Electrical Permit Fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.16.040 Investigation Fee – Work Without a Permit

Work commenced before permit is issued. Any person who commences work requiring a permit before obtaining the necessary permits shall be subject to a fee established by the Building Official that shall be in addition to the required permit fee.

15.16.050 Appeals Board (CEC Annex H)

Annex H 80.15 - is amended to read: In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the Board shall be valid unless a majority of the full board shall concur therein.

The Board of Appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. A copy will go to the Building Official with the other copy to the applicant.

15.16.060 Qualifications of Inspectors

Annex H 80.27- is amended to read: All electrical inspectors shall meet the minimum certification and experience as required by the City of Lodi's job description.

15.16.070 Violation – Misdemeanor

A. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, or maintain any electrical wiring, devices, appliances or equipment or permit the same to be done in violation of this Chapter.

B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

C. In addition to the penalties set forth in Section 15.16.070(B) above, City may at its sole discretion, seek to enforce its Building Code under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of January, 2026

RAMON YEPEZ
Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held January 7, 2026, by the following vote:

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

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE LUCCHESI
City Attorney

KL

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING THE
"2022-2025 CALIFORNIA GREEN BUILDING STANDARD
CODE," THEREBY REPEALING AND RE-ENACTING LODI
MUNICIPAL CODE CHAPTER 15.18 IN ITS ENTIRETY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Chapter 15.18 "California Green Building Standard Code," is hereby repealed and re-enacted in its entirety to read as follow:

Chapter 15.18

GREEN BUILDING CODE

15.18.010 Adoption

The provisions set forth in the "2022-2025 California Green Building Standard Code" is hereby adopted as the Green Building Code of the City of Lodi, and a copy of the same is maintained by the City Building Official and available for review in the Community Development Department. The Green Building Code of the City of Lodi shall apply to the planning, design, operations, construction, use, and occupancy of every newly-constructed building or structure requiring a Building Permit in the City of Lodi.

Section 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

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Approved this ____ day of ~~November,~~

~~2022~~December 17, 2025January, 2026

Attest:

BREGMAN RAMON YEPEZ

~~MARK~~ CHANDLER CAMERON

Mayor

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held ~~November 16, 2022~~ December 17, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held ~~November 16, 2022~~ December 5, 2025 January 7, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

~~JANICE D. MAGDICH~~ KATIE LUCHESSI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING THE
"2025 CALIFORNIA GREEN BUILDING STANDARD CODE,"
THEREBY REPEALING AND RE-ENACTING LODI MUNICIPAL
CODE CHAPTER 15.18 IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Chapter 15.18 "California Green Building Standard Code," is hereby repealed and re-enacted in its entirety to read as follow:

Chapter 15.18

GREEN BUILDING CODE

15.18.010 Adoption

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Approved this ____ day of January, 2026

RAMON YEPEZ
Mayor

Attest:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

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

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE LUCCHESI
City Attorney KL

Signature: 
Katie Lucchesi (Dec 4, 2025 17:01:29 PST)

Email: klucchesi@lodi.gov



COUNCIL COMMUNICATION

AGENDA TITLE:

Public Hearing to Consider Waiving the First Reading and Introducing an Ordinance Repealing and Replacing Lodi Municipal Code, Section 13.20.020 - Energy Theft Diversion/Field Services Fee Recovery (EU)

MEETING DATE:

December 17, 2025

PREPARED BY:

Melissa Price, Assistant Electric Utility Director

RECOMMENDED ACTION:

Public hearing to consider waiving the first reading and introducing an ordinance repealing and replacing Lodi Municipal Code, Section 13.20.020 - Energy Theft Diversion/Field Services Fee Recovery.

BACKGROUND INFORMATION:

On December 21, 2011, City Council adopted Ordinance 1855 establishing guidelines for the processing and recovery of revenues associated with costs incurred by Lodi Electric Utility (LEU) as a result of utility theft.

Shortly thereafter, City Council adopted Resolution 2012-04 establishing a comprehensive fee recovery schedule specific to the fees established by Ordinance 1855. Electricity services obtained without payment, including but not limited to, shutoff costs, meter tampering, damage to or removal of meter locking devices, energy diversion and/or theft of electric service results in costs to LEU and its ratepayers which necessitate recovery of those costs from customers carrying out said vandalism and theft.

LEU has reviewed the fee descriptions in Lodi Municipal Code, Section 13.20.020 and determined several updates are needed. Updates include:

- 1) Providing clarification to circumstances where fees could apply;
- 2) Allowing for the assessment of after-hours fees when staff are required to respond to address emergency or safety concerns outside of normal work hours;
- 3) Establishing dispatch fees should additional assistance be needed by either Metering or Troubleshooting staff to disconnect and/or reconnect electrical service;
- 4) Adding a fee to recover costs associated with Troubleshooters disconnecting and reconnecting service associated with an increased number of electrical panel upgrade requests due to an uptick over the years in solar installations, construction of Accessory Dwelling Units (ADUs) as well as building and transportation electrification efforts;
- 5) Labor and material cost increases;
- 6) Changes to meter types; and
- 7) Ability to bill customer for unauthorized energy used.

Proposed changes to Section 13.20.020 also include a proposed automatic annual update July 1 of each year

COUNCIL COMMUNICATION

by LEU, based on actual labor and material costs. A separate resolution with specific fee amounts will be presented to City Council for consideration and approval following adoption of the revised ordinance.

LEU will be proposing adjustments to the fee amounts in a separate resolution to be presented to the City Council in February 2026, following the effective date of this ordinance.

STRATEGIC VISION:

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

FISCAL IMPACT:

Regularly updating fees is crucial for ensuring cost recovery by adjusting for factors like inflation and labor contract adjustments.

FUNDING AVAILABLE:

Not applicable.



Electric Utility Fees

City Council Public Hearing

December 19, 2025



BACKGROUND

- December 2011 – City Council adopted Ordinance 1855
 - Established guidelines for processing and recovery of revenue associated with utility theft
- January 2012 – City Council adopted Resolution 2012-04
 - Established specific fee amounts for fee types established by Ordinance 1855

Slide 2 of 9



CURRENT SITUATION

- Established fees are very specific and don't address after hours costs incurred by utility
 - Based on assumption of time spent and staff required to complete work
 - On average, assumes one hour of applicable staff time (no overtime)
- Both labor and material costs have increased
 - Cost of living adjustments included in MOUs
 - Salary market adjustments recently implemented for LEU
 - Meter types have changed over the years
- Utility industry has evolved and customer demands have changed
 - Solar and Other Distributed Generation
 - Electrification (EVs, Appliances)
 - Accessory Dwelling Units
 - Electrical Panel Upgrades

Slide 3 of 9

PROPOSED ORDINANCE CHANGES

- Theft Inspection Fee
 - Definition modified to include tampering/theft of meter and/or electrical infrastructure
- Field Services Field Trip Fee (Revised: Field Services Dispatch Fee)
 - Definition modified beyond disconnection of service for non-payment to also include disconnection at property without signed and approved application for service
- Service Cut At Pole Fee (Revised: Troubleshooter Dispatch Fee)
 - Definition modified to allow for assessment of fee anytime a Troubleshooter is dispatched to disconnect service (non-permitted, non-payment, public safety)
- Disconnect/Reconnect Fee (NEW)
 - Charged to customer (or customer's contractor on behalf of customer) by Building Department with issuance of permit for panel upgrade

Slide 4 of 9

PROPOSED ORDINANCE CHANGES (CONTINUED)

- Meter Set Fee (Revised: Meter Set/Dispatch Fee)
 - Definition broadened to include instances when Metering Technicians are required to assist other LEU staff with more complicated meter disconnects and/or reconnects
- Nighthawk Collar/Nighthawk Meter Replacement Fee (Revised: Remote Connect/Disconnect Meter Replacement Fee)
 - Definition revised to remove name brand specific remote meter no longer used by LEU; will ensure any brand of similar meter applies in the future
 - Charged when meter must be replaced due to tampering/bypass
- Language added to include recovery of cost of unauthorized energy use (NEW)
 - Currently authorized under LEU Rules & Regulations No. 18, Section D(1)
- Automatic update of fees every July 1 based on actual labor rates and material costs (NEW)
- Other minor grammatical edits

Slide 5 of 9

PREVIEW OF FEE AMOUNTS – SERVICE FEES

FUTURE SEPARATE COUNCIL ACTION

- REMINDER
 - Subject of tonight's Public Hearing and Ordinance ONLY addresses fee type and description (not proposed amount)
 - Future Council action will consider Resolution to adopt revised fees after Ordinance change becomes effective (February 2026)

Fee Type*	Original	Revised Business Hours / After Hours
Theft Inspection Fee	\$ 75.00	\$ 73.00 / \$ 92.00
Field Services Dispatch Fee	\$ 75.00	\$ 73.00 / \$ 92.00
Troubleshooter Dispatch Fee	\$120.00	\$158.00 / \$257.00
Meter Set/Dispatch Fee	\$115.00	\$131.00 / \$212.00
Damaged Meter Test Fee	\$ 57.50	\$ 70.00 / \$106.00
Disconnect/Reconnect Fee	NEW	\$158.00 / \$257.00

*Based on fully burdened labor rate effective July 1 of each year Slide 6 of 9



PREVIEW OF FEE AMOUNTS – MATERIAL FEES

FUTURE SEPARATE COUNCIL ACTION

Fee Type*	Original	Revised
Meter Ring Fee	\$ 17.00	\$ 43.00
Padlock Fee	\$ 7.00	\$ 10.00
Meter Cover Fee	\$ 3.00	\$ 3.00
Damaged Meter Replacement Fee: Single-Phase/Poly-Phase/Solar	\$ 60.00 / \$450.00 / N/A	\$ 90.00 / \$540.00 / \$435.00
Remote Connect/Disconnect Meter Replacement Fee	\$ 300.00 / \$430.00**	\$224.00

*Based on current average cost of inventory as provided by Tyler/Munis

**Previously included two components

TIMELINE

- December 2025 – Public Hearing / Introduction of Ordinance
- January 2026 – Ordinance Adoption
- February 2026 – Effective Date of Ordinance and Adoption of Fee Amounts
- Fees Updated Annually Based on Actual Cost

Slide 8 of 9



NEXT STEPS AND RECOMMENDATION

- QUESTIONS
- OPEN PUBLIC HEARING AND RECEIVE COMMENT
- INTRODUCE ORDINANCE REPEALING AND REENACTING LODI MUNICIPAL CODE SECTION 13.20.020 – ENERGY THEFT DIVERSION/FIELD SERVICES FEE RECOVERY

Slide 9 of 9



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
REPEALING AND REENACTING LODI MUNICIPAL CODE
SECTION 13.20.020 – ENERGY THEFT DIVERSION/FIELD
SERVICES FEE RECOVERY

=====

THE CITY COUNCIL OF THE CITY OF LODI DOES ORDAIN AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 13 – PUBLIC SERVICES – Section 13.20.020, “Energy theft diversion/field services fee recovery schedule.” is hereby repealed and reenacted in its entirety to read as follows:

13.20.020 Electric Utility Fees ~~Energy theft diversion/field services fee recovery schedule.~~

- A. ~~Purpose. The city council finds and determines that there is and has been a rise in utility theft in the city of Lodi whereby electricity services are being obtained without payment, including but not limited to, shutoff costs, meter tampering, damage to or removal of meter locking devices, energy diversion or theft of electric service, resulting in substantial monetary losses to the city's ratepayers in the form of, including but not limited to, loss of revenue, replacement of damaged meters, meter testing fee and other related equipment replacement or repair costs, personnel time in investigating and remedying theft matters, investigative costs, and attorney's fees. The purpose of this section is to establish clear guidelines for the processing and recovery of revenues related to energy theft as well as costs, fees, and expenditures incurred by the utility city during regular and non-business hours as a result of energy utilities theft, disconnection of electric utility service due to delinquent and/or non-payment, as well as dispatch of field personnel to assist with disconnection and reconnection of utility service as it relates to electric panel upgrades or other work needed to establish a safe and secure electrical service connection as described herein.~~
- B. ~~Adoption of Fees. The city council shall from time to time establish by resolution fees to be charged to utility customers account holders where the city incurs costs as a result of activities identified below. nonpayment, meter tampering, or actual or attempted theft of energy. Costs Fees charged shall not exceed actual cost. Fees shall be limited to the following:~~
- ~~1. Theft Inspection Fee. Shall be charged upon an inspection that shows that electrical infrastructure, including but not limited to the utility meter, the meter has been tampered with or that the meter has been bypassed.~~
 - ~~2. Field Services Field Trip Dispatch Fee. Shall be charged upon a trip made by Field Services staff to accounts whereby electric service is on accounts that are sealed for non-payment or non-signature. Non-signature includes occupation of a property with electric service without a properly signed and approved application for utility service.~~
 - ~~3. Service Cut-At-Pole Troubleshooter Dispatch Fee. Shall be charged upon a trip made by Troubleshooting staff to accounts unable to be disconnected at the meter when on accounts that cannot be turned off at meter box when sealed for non-payment or non-signature; or and/or on accounts whereby electrical infrastructure, including but not limited to the utility meter, that the meter has been tampered with or bypassed, or tampered with. Shall also be charged if Troubleshooter is dispatched to assist with~~

disconnection or reconnection of utility service as it relates to work needed to establish a safe and secure electrical service connection as described herein.

4. Disconnect/Reconnect Fee. Shall be charged on accounts whereby a Troubleshooter completes a disconnect/reconnect requested by customer (i.e., for panel upgrade or other customer work).
45. Meter Set/Dispatch Fee. Shall be charged when a meter must be replaced when the meter has been tampered with or bypassed. Shall also be charged if Meter Technician is dispatched to assist with disconnection of electric utility service due to delinquent and/or non-payment, as well as dispatch of Metering personnel to assist with disconnection or reconnection of utility service as it relates to electric panel upgrades or other work needed to establish a safe and secure electrical service connection as described herein.
56. Damaged Meter Test Fee. Shall be charged when a meter must be tested after the meter was tampered with or bypassed.
67. Meter Ring Fee. Shall be charged ~~for when the~~ meter ring when it must be replaced after the meter was tampered with or bypassed.
78. Padlock Fee. Shall be charged ~~whenfor a~~ padlock when it must be installed or replaced after the meter was tampered with or bypassed.
89. Meter Cover Fee. Shall be charged ~~whenfor a~~ meter cover when it must be replaced after the meter was tampered with or bypassed.
910. Damaged Meter Replacement Fee. Shall be charged ~~forwhen~~ meter when it is unrepairable and must be replaced after meter was tampered with or bypassed. Separate fees apply depending on meter type. (~~separate fees for single-phase and/or poly-phase~~).
101. Remote Connect/Disconnect Nighthawk Collar/Nighthawk Meter Replacement Fee. Shall be charged ~~whenfor remote connect/disconnect Nighthawk Collar and/or Nighthawk~~ meter when it must be replaced after the meter was tampered with or bypassed.

City of Lodi Electric Utility (LEU) reserves the right, upon determination of unauthorized use, to bill customer for estimate of unauthorized use of energy in accordance with LEU Rules and Regulations. Fees will be updated by LEU July 1 of each year based on actual labor and material costs.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of the City of Lodi hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

SECTION 3. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of _____, 2025

CAMERON BREGMAN
Mayor

ATTEST:

OLIVIA NASHED
City Clerk

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held _____, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
REPEALING AND REENACTING LODI MUNICIPAL CODE
SECTION 13.20.020 – ENERGY THEFT DIVERSION/FIELD
SERVICES FEE RECOVERY

=====

THE CITY COUNCIL OF THE CITY OF LODI DOES ORDAIN AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 13 – PUBLIC SERVICES – Section 13.20.020, “Energy theft diversion/field services fee recovery schedule.” is hereby repealed and reenacted in its entirety to read as follows:

13.20.020 Electric Utility Fees

- A. Purpose. The purpose of this section is to establish clear guidelines for the processing and recovery of revenues related to energy theft as well as costs incurred by the utility during regular and non-business hours as a result of energy theft, disconnection of electric utility service due to delinquent and/or non-payment, as well as dispatch of field personnel to assist with disconnection and reconnection of utility service as it relates to electric panel upgrades or other work needed to establish a safe and secure electrical service connection as described herein.
- B. Adoption of Fees. The city council shall from time to time establish by resolution fees to be charged to utility customers where the city incurs costs as a result of activities identified below. Fees charged shall not exceed actual cost. Fees shall be limited to the following:
 - 1. Theft Inspection Fee. Shall be charged upon an inspection that shows that electrical infrastructure, including but not limited to the utility meter, has been tampered with or bypassed.
 - 2. Field Services Dispatch Fee. Shall be charged upon a trip made by Field Services staff to accounts whereby electric service is sealed for non-payment or non-signature. Non-signature includes occupation of a property with electric service without a properly signed and approved application for utility service.
 - 3. Troubleshooter Dispatch Fee. Shall be charged upon a trip made by Troubleshooting staff to accounts unable to be disconnected at the meter when sealed for non-payment or non-signature; and/or on accounts whereby electrical infrastructure, including but not limited to the utility meter, has been tampered with or bypassed. Shall also be charged if Troubleshooter is dispatched to assist with disconnection or reconnection of utility service as it relates to work needed to establish a safe and secure electrical service connection as described herein.
 - 4. Disconnect/Reconnect Fee. Shall be charged on accounts whereby a Troubleshooter completes a disconnect/reconnect requested by customer (i.e., for panel upgrade or other customer work).
 - 5. Meter Set/Dispatch Fee. Shall be charged when a meter must be replaced when the meter has been tampered with or bypassed. Shall also be charged if Meter Technician is dispatched to assist with disconnection of electric utility service due to delinquent and/or non-payment, as well as dispatch of Metering personnel to assist with disconnection or reconnection of utility service as it relates to electric panel upgrades

or other work needed to establish a safe and secure electrical service connection as described herein.

6. Damaged Meter Test Fee. Shall be charged when a meter must be tested after the meter was tampered with or bypassed.
7. Meter Ring Fee. Shall be charged for the meter ring when it must be replaced after the meter was tampered with or bypassed.
8. Padlock Fee. Shall be charged for a padlock when it must be installed or replaced after the meter was tampered with or bypassed.
9. Meter Cover Fee. Shall be charged for a meter cover when it must be replaced after the meter was tampered with or bypassed.
10. Damaged Meter Replacement Fee. Shall be charged for meter when it is unrepairable and must be replaced after meter was tampered with or bypassed. Separate fees apply depending on meter type.
11. Remote Connect/Disconnect Meter Replacement Fee. Shall be charged for remote connect/disconnect meter when it must be replaced after the meter was tampered with or bypassed.

City of Lodi Electric Utility (LEU) reserves the right, upon determination of unauthorized use, to bill customer for estimate of unauthorized use of energy in accordance with LEU Rules and Regulations. Fees will be updated by LEU July 1 of each year based on actual labor and material costs.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of the City of Lodi hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

SECTION 3. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

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Approved this ____ day of _____, 2025

CAMERON BREGMAN
Mayor

ATTEST:

OLIVIA NASHED
City Clerk

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Lodi held _____, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2025, by the following vote:

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

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney



COUNCIL COMMUNICATION

AGENDA TITLE:

Public Hearing to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code, Title 1 (General Provisions) Chapter 1.10 "Administrative Enforcement Provision" and Title 6 (Animals) Section 6.04.030 "Redemption of Impounded Animals"; Chapter 6.08 "Prohibited Animals"; Section 6.12.010 "License-Required"; Section 6.12.060 "Vaccination-Required-Certificate-Exceptions"; Section 6.12.070 "Business of Breeding or Raising"; Section 6.12.110 "Animal Noise"; Section 6.12.120 "Animals at Large"; Section 6.12.150 "Mandatory Microchipping of Dogs and Cats"; Section 6.14.020 "Sanitation of Premises"; Section 6.14.030 "Removal of Animal Waste"; Section 6.14.050 "Management of Cat Population; Permitted Acts"; Section 6.15.010 "Definitions"; and Section 6.15.020 "Behavior Prohibited. (PD/CA)

MEETING DATE:

December 17, 2025

PREPARED BY:

Meghan Ramczyk, Animal Services, Rick Garcia, Chief of Police, and Kevin Kent, Police Captain

RECOMMENDED ACTION:

Public hearing to consider waiving the first reading and introducing an ordinance amending Lodi Municipal Code, Title 1 (General Provisions) Chapter 1.10 "Administrative Enforcement Provision" and Title 6 (Animals) Section 6.04.030 "Redemption of Impounded Animals"; Chapter 6.08 "Prohibited Animals"; Section 6.12.010 "License-Required"; Section 6.12.060 "Vaccination-Required-Certificate-Exceptions"; Section 6.12.070 "Business of Breeding or Raising"; Section 6.12.110 "Animal Noise"; Section 6.12.120 "Animals at Large"; Section 6.12.150 "Mandatory Microchipping of Dogs and Cats"; Section 6.14.020 "Sanitation of Premises"; Section 6.14.030 "Removal of Animal Waste"; Section 6.14.050 "Management of Cat Population; Permitted Acts"; Section 6.15.010 "Definitions"; and Section 6.15.020 "Behavior Prohibited.

BACKGROUND INFORMATION:

The Lodi Animal Services Division ("Animal Services") provides care and services for Lodi residents and pets alike. From field response to animal shelter care, help finding adoptable animals new homes, providing humane education, and investigating violations of Lodi Municipal Code (LMC) and animal cruelty cases, the Animal Services staff work to ensure the safety and well-being of all residents and animals in Lodi.

To better perform their regular duties, Animal Services staff members have reviewed the LMC regulations and worked with the City Attorney's office to propose amendments to the current LMC text to clarify definitions, authority, and procedures. Additionally, the proposed amendments would establish a new trap, neuter, and return (TNR) program to help address the growing feral cat population.

The proposed revisions are intended to make the LMC animal code provisions clearer for the community and allow Animal Services staff to better perform their duties. To accomplish this, the proposed ordinance includes the following key changes in the LMC Chapters as follows:

COUNCIL COMMUNICATION

- Chapter 1.10 - Defining an “enforcement officer” and clarifying LMC enforcement authority.
- Chapter 6.08 - adds definitions, prohibits feeding feral cats, and clarifies that violations of the chapter are infractions rather than misdemeanors.
- Chapter 6.04 and 6.12 - clarifies and limits permissible breeding and sales of dogs and cats, adds the microchipping requirement for impounded animals to contain current owner information, so owners can easily be identified and contacted if the animal is impounded in the future, and clarifies that violations of the LMC chapters are infractions rather than misdemeanors.
- Chapter 6.14 - establishes the TNR program, and clarifies that violations are infractions rather than misdemeanors.
- Chapter 6.15 - clarifies the definitions of “potentially dangerous dog” versus a “vicious dog” and adds a reference to “permitted poultry” when considering impacts to domestic animals.

The two main substantive additions in the proposed ordinance are related to microchipping requirements and the TNR program. A microchip is a form of permanent identification with countless benefits. Pets that are microchipped are far more likely to be reunited with their owners, whether they have become lost or have been stolen. Microchipping is a state requirement for any dog or cat exiting the shelter, and this amendment would bring Lodi Animal Services into state compliance.

TNR (Trap-Neuter-Return) has become the industry standard for managing outdoor cat populations. Research has shown that it is the most humane and effective way to manage the populations of outdoor/ free-roaming cats. TNR practices prevent reproduction, and thus hundreds of homeless kittens in need. It drastically reduces unwanted behaviors such as spraying, mating, yowling, and fighting. A sterilized colony will help to prevent new, unsterilized cats to enter the area, and reduces the strain placed on local animal welfare organizations. TNR is the compassionate approach to managing outdoor cat colonies, as well as the best long-term solution to reducing the overall numbers of outdoor cat populations.

The clean version of the proposed amendments (Attachment 1) and redlines showing the changes (Attachment 2) are included for Council consideration. Therefore, staff requests that the Council consider waiving the first reading and introducing the proposed ordinance in Attachment 1 amending the LMC as noted above.

STRATEGIC VISION:

7G. Public Safety: High levels of community involvement by public safety employees.

FISCAL IMPACT:

Not Applicable.

FUNDING AVAILABLE:

Not Applicable.

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE TITLE 1 "GENERAL PROVISIONS" CHAPTER 1.10 "ADMINISTRATIVE ENFORCEMENT PROVISIONS", TITLE 6 "ANIMALS" SECTION 6.04.030 "REDEMPTION OF IMPOUNDED ANIMALS"; CHAPTER 6.08 "PROHIBITED ANIMALS"; SECTION 6.12.010 "LICENSE-REQUIRED"; SECTION 6.12.060 "VACCINATION—REQUIRED—CERTIFICATE—EXCEPTIONS"; SECTION 6.12.070 "BUSINESS OF BREEDING OR RAISING"; SECTION 6.12.110 "ANIMAL NOISE"; SECTION 6.12.120 "ANIMALS AT LARGE"; SECTION 6.12.150 "MANDATORY MICROCHIPPING OF DOGS AND CATS"; SECTION 6.14.020 "SANITATION OF PREMISES"; SECTION 6.14.030 "REMOVAL OF ANIMAL WASTE"; SECTION 6.14.050 "MANAGEMENT OF CAT POPULATION; PERMITTED ACTS"; SECTION 6.15.010 "DEFINITIONS"; AND SECTION 6.15.020 "BEHAVIOR PROHIBITED".

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Chapter 1.10 "Administrative Enforcement Provisions" of the Lodi Municipal Code is hereby amended to read as follows:

Chapter 1.10 - ADMINISTRATIVE ENFORCEMENT PROVISIONS

Article I. - Code Enforcement—Administrative Provisions

1.10.010 Declaration of purpose.

- A. The city council finds that the enforcement of the Lodi Municipal Code and applicable state codes throughout the city is an important public service. Code enforcement is vital to the protection of the public's health, safety, and quality of life. The city council recognizes that enforcement starts with the drafting of precise regulations that can be effectively applied in administrative enforcement hearings and judicial proceedings. After consideration of the recommendations of the community improvement division, the city council further finds that a comprehensive code enforcement system requires a variety of judicial remedies and administrative remedies to enforce violations of this code and applicable state codes. The city council also finds that there is a need to establish uniform procedures for administrative enforcement hearings conducted pursuant to this code. It is the purpose and intent of the city council to afford due process of law to any person who is directly affected by an administrative action. Due process of law includes: adequate notice, an opportunity to participate in the administrative hearing process and an adequate explanation of the reasons justifying the administrative action. These procedures are also intended to establish a forum to efficiently, expeditiously, and fairly resolve issues raised in any administrative enforcement action. The city attorney is authorized to develop policies and procedures relating to the qualifications, appointment, and compensation of hearing officers, hearing officer powers, hearing procedures, scope of the hearing, subpoena powers, and other matters relating to administrative enforcement hearings.

- B. The procedures established in this chapter shall be in addition to criminal, civil, or other legal remedies established by law, which may be pursued to address violations of this code or applicable state codes and the use of this chapter shall be at the sole discretion of the city.

1.10.020 Definitions.

“Administrative citation” means a document issued by an enforcement officer to a person violating the provisions of this code or applicable state code.

“Administrative order” means an order issued by an administrative hearing officer after a hearing requiring a responsible person to correct violations, abate a public nuisance, pay administrative fines, civil penalties, administrative costs, authorize the city to abate a public nuisance, assess a code enforcement lien, or take any other action as authorized or required by this code and applicable state codes.

“Assessment lien” means a lien recorded with the San Joaquin County recorder’s office for the purposes of collecting outstanding administrative citation fines, civil penalties, and administrative costs imposed as part of a cost recovery, administrative or judicial code enforcement action. It shall also mean the same as a code enforcement lien.

Code Enforcement Lien. See definition of “assessment lien.”

“ Enforcement officer” means any City employee or agent of the City with the authority to enforce a provision of this code ’

“Director” shall include each of the directors of the following city departments: planning and community development, public works, parks, recreation and facilities, municipal utilities, finance, and the department of public safety and any of their designated agents or representatives within their jurisdiction.

“Hearing officer (or administrative hearing officer)” means any person appointed by the city attorney to preside over administrative hearings.

“Notice and order” means a document used in abatement actions and assessment of civil penalties involving serious code violations, which provide notice of municipal code, adopted uniform codes, or applicable state code violations and orders a responsible person to take certain steps to correct the violations within a definitive period of time. Civil penalties may also be imposed in conjunction with this notice.

“Notice of compliance” means a document issued by a director, which represents that a property has been brought into compliance with the criteria set forth under this code.

“Notice of satisfaction” means a document or form, which indicates that all outstanding civil penalties and costs have either been paid in full, or that the city has negotiated an agreed amount, or that a subsequent administrative or judicial decision has resolved the outstanding debt.

“Notice of violation” means a written notice, which informs a responsible person of code violations present on the subject property, lists the required compliance actions, and contains specific information as required by this code. The notice of violation may be recorded with the San Joaquin County recorder’s office.

“Owner” applied to a building or land, shall include any part owner, joint owner, tenant, tenant in common, joint tenant, of the whole or a part of such building or land.

“Person,” unless it otherwise appears from the context as used, includes any person, firm, association, organization, partnership, business trust, company, corporation, public agency,

school district, the state of California, its political subdivisions and/or instrumentalities thereof or any other entity which is recognized by law as the subject of rights or duties.

“Property owner” means the record owner of real property as listed on the last equalized assessment roll maintained by the San Joaquin County assessor.

“Responsible person” means a person who a director determines is responsible for causing, permitting, or maintaining a public nuisance or a violation of the Lodi Municipal Code, adopted uniform codes, or applicable state codes. The term “responsible person” includes, but is not limited to, a property owner, tenant, person with a legal interest in the subject property, person in possession of the subject property, or person that exercises custody and control over the subject property.

“Shall” is mandatory and “may” is permissive. However, the use of the word “shall” in this chapter is not intended and shall not impose any mandatory duty to third parties by the city, its commissions, boards, officers, agents, or employees and is not intended and shall not impose any liability on the city, its commissions, boards, officers, agents, or employees.

.10.030 Administrative enforcement authority.

The community development director, enforcement officer, the fire chief, and other city directors and/or their designated agents have the authority and powers necessary to determine whether a violation of this code or applicable state codes exists and the authority to take appropriate action to gain compliance with the provisions of this code or applicable state codes. These powers include the power to issue notices of violation, administrative citations, notices and orders, and civil penalties, the power to inspect public and private property, and use the administrative remedies which are available under this code, adopted uniform codes, or applicable state codes.

1.10.040 Authority to inspect.

A director, a community improvement officer, enforcement officer, or other duly authorized agent are authorized to enter upon any property or premises within the city to ascertain whether the provisions of this code or applicable state codes are being obeyed, and to make any examinations and surveys as may be necessary in the performance of their enforcement duties. These may include the taking of photographs, samples, or other physical evidence such as the use of a sound level measurement device to measure noise disturbances. All inspections, entries, examinations, and surveys shall be done in a reasonable manner. If an owner, occupant, or agent or other responsible person refuses permission to enter or inspect, the community improvement officer may seek an administrative inspection warrant pursuant to the procedures provided for in the California Code of Civil Procedure.

1.10.050 Code enforcement fees—Purpose.

- A. The city council finds there is a need to recover costs incurred by the city in its code enforcement efforts including time spent by city personnel inspecting and reinspecting properties throughout the city, preparing and posting the various notices that are required under this code whenever a property is found to be in violation of a mandatory provision, processing a case file, towing inoperative vehicles, obtaining inspection warrants, and preparing for and appearing at administrative hearings, which procedures all become necessary when a responsible person fails to voluntarily correct code violations on his or her property. These additional code enforcement efforts are not usually undertaken or employed until after a responsible person has failed to respond on a voluntary basis to notices and/or warnings from the city or volunteers.

- B. The city council further finds the assessment of fees for the services listed in subsection A of this section, are an appropriate method to recover costs incurred for the additional work that is undertaken by city staff when a responsible person fails to voluntarily correct code violations on his or her property in a timely manner. The assessment and collection of these code enforcement fees shall not preclude the imposition of, and shall be in addition to, any administrative or judicial civil penalties or fines for violations of this code or applicable state codes.

1.10.060 Assessment of reinspection fees.

Whenever an enforcement officer, community improvement officer and/or designated staff inspects, reinspects, processes a case file, prepares and posts a notice of intent to abate, a notice of violation, notice to vacate, notice and order of demolition, abandoned vehicle abatement notice, seeks and obtains an inspection warrant, prepares for and appears at an administrative hearing, or any other action as may be hereinafter designated by resolution of the city council, for which an action has been initiated to obtain compliance with this code or applicable state code, a director shall assess the appropriate code enforcement fee against the responsible person.

1.10.070 Amount of reinspection fees.

A code enforcement fee schedule shall be established and revised as necessary by the city council to reflect current costs. The code enforcement fee schedule shall be filed in the city clerk's office.

1.10.080 Code enforcement fees exemption.

No fee shall be charged if any of the following circumstances exist:

- A. A notice of compliance has been issued;
- B. It is determined that the previously identified responsible person has not caused the code violation; or
- C. The responsible person fully complies with any notice of violation or warning before the compliance reinspection deadline set by code enforcement staff.

1.10.090 Notification of assessment of reinspection fees.

- A. Where the assessment of code enforcement fees is authorized under this chapter, the director shall provide the responsible person with a written notice assessing code enforcement fees. The written assessment shall contain the following information: (1) the amount of fees charged; (2) the corresponding dates when code enforcement action took place; and (3) a deadline by which the code enforcement fee must be paid.
- B. Notification of the code enforcement fee assessment shall be provided to the responsible person by any of the means outlined in this chapter.
- C. Code enforcement fees may be assessed as part of any judicial or administrative enforcement action as provided for in this chapter.
- D. Code enforcement fees collected pursuant to this chapter shall not be duplicated in any other action to recover these identical costs.
- E. The failure of any responsible person to receive notice of the code enforcement fees shall not affect the validity of any fees imposed under this chapter.

1.10.100 Collection of reinspection fee.

The city shall collect the assessed code enforcement and late fees by the use of all appropriate legal means, including but not limited to: referral to the finance department for collection or assessment against the property.

Article II. Notice of Violation

1.10.110 Notice of violation—Procedures.

Whenever it is determined that a violation of this code, adopted uniform codes, or applicable state codes exists, the director, enforcement officer, the community improvement officer, or other duly authorized agent may issue a notice of violation to the responsible person(s). The notice of violation shall include the following information:

- A. The name of the responsible party;
- B. The name of the owner, if different from the responsible person;
- C. Street address of the property at issue;
- D. The code sections in violation;
- E. A description of the conditions which violates the applicable codes;
- F. A list of necessary corrections to bring the property into compliance;
- G. A deadline or specific date to correct the violations listed in the notice of violation; and
- H. A list of the potential consequences for failure to comply with the notice including, but not limited to: criminal prosecution, civil injunction, administrative abatement, administrative citations, civil penalties, revocation of permits, recordation of the notice of violation, and withholding of future municipal permits.

1.10.120 Service of notices.

Whenever any notice is required to be given under this code, the notice shall be served in the following manner unless a different procedure is specifically stated to apply:

- A. Personal service or certified mail, postage prepaid, return receipt requested. Simultaneously, the same notice shall be sent by regular mail to the responsible person. If a notice that is sent by certified mail is returned unsigned, then service shall be deemed effective pursuant to regular mail.
- B. Posting the notice conspicuously on or in front of the subject property.
- C. Mailings to the property owner shall be sent to the address listed in the last equalized assessment roll of the San Joaquin County assessor.
- D. In the event the responsible person is someone other than the property owner, a copy of the notice shall also be mailed to the property owner.

Service by certified or regular mail in the manner described above shall be effective on the date of mailing.

The failure of any person with an interest in the subject property to receive any notice served in accordance with this section shall not affect the validity of any proceedings taken under this chapter.

The notice requirements in this section do not apply to initial notices of violation, courtesy notices, which may be sent by regular mail. Service of a courtesy notice by regular mail is effective on the date of mailing.

1.10.130 Proof of notice.

Proof of giving any notice may be made by the certificate of any officer or employee of the city, or by affidavit of any person over the age of eighteen years, which shows service in conformity with this chapter, or other provisions of law applicable to the subject matter concerned.

1.10.140 Recordation of notices of violation—Purpose.

The city council finds that there is a need to give notice of pending enforcement actions to persons who may subsequently acquire the property as a means by which to ensure the violations will be corrected. An appropriate method to accomplish this is through the issuance and recordation of notices of violation. The procedures established in this chapter shall be in addition to criminal, civil, or any other remedy established by law, which may be pursued to address violations of this code or applicable state codes.

1.10.150 Procedures for recordation.

- A. Once a director has issued a notice of violation to a responsible person and the property remains in violation after the deadline established in the notice of violation, the director may record the notice of violation with the San Joaquin County recorder's office.
- B. Before recordation, a director shall provide to the responsible person a notice of intent to record stating that a notice of violation will be recorded unless a written request to appeal this action is received pursuant to the procedures outlined in this chapter. The letter shall be served in accordance with the methods set forth in this chapter.
- C. If a written request to appeal is not received within the time frame specified, the director may thereafter cause the notice of violation to be recorded, if the violations remain.
- D. The recorded notice of violation shall include the name of the property owner, the assessor's parcel number, the street address, the parcel's legal description, and a copy of the latest notice of violation.
- E. Any costs associated with recording or removal of the notice of violation may be assessed against the property as provided for in this chapter.

1.10.160 Service of notice of violation.

A copy of the recorded notice of violation shall be mailed to the responsible person and to the property owner and/or any other persons who have requested copies of such notices pursuant to any of the methods of service set forth in this chapter.

1.10.170 Procedures to appeal recordation.

- A. An appeal of the director's notice of intent to record the notice of violation shall follow the procedures set forth in this chapter.
- B. Upon receiving a written appeal, the director shall schedule a hearing pursuant to the procedures set forth in this chapter. The purpose of the hearing is for the responsible person or property owner to state any reasons why a notice of violation should not be recorded.

- C. The failure of any person to file an appeal in accordance with these provisions shall constitute a waiver of the right to an administrative hearing and shall not affect the validity of the recorded notice of violation.

1.10.180 Appeal hearing—Recordation of notice.

- A. At the appeal hearing, the hearing officer shall only consider evidence that is consistent with the city attorney's rules and procedures for administrative hearings, and that is relevant to the following issues:
 - 1. Whether the conditions listed in the notice of violation violate this code or applicable state codes; and
 - 2. Whether the director afforded the responsible person with due process by adhering to the notification procedures specified in this chapter.
- B. If the hearing officer affirms the director's decision, the director may proceed to record the notice of violation.
- C. If the hearing officer determines that recordation is improper, the hearing officer shall invalidate the director's decision to record the notice of violation.

1.10.190 Notice of compliance—Removal procedures.

- A. When the violations listed on the notice of violation have been corrected, the responsible person or property owner may file with the director a written request for a notice of compliance on a form provided by the city.
- B. Once the director receives this request, the director shall reinspect the property within ten days from receipt of the request to determine whether the violations listed in the notice of violation have been corrected and whether all necessary permits have been issued and final inspections have been performed.
- C. The director shall provide a notice of compliance to the responsible person or property owner if the director determines that:
 - 1. All violations listed in the recorded notice of violation have been corrected;
 - 2. All necessary permits have been issued and finalized;
 - 3. All administrative fines or civil penalties have been paid; and
 - 4. The party requesting the issuance of the notice of compliance has paid an administrative fee to reimburse the city for all administrative costs.
- D. Administrative costs may include costs incurred in the investigation, inspection, reinspection, title search, appeal hearing, and any other processing costs associated with the violations specified on the notice of violation.
- E. If the director denies a request to issue a notice of compliance, the director shall serve the requesting party, the responsible person, and the property owner with a written explanation within five days from the inspection setting forth the reasons for the denial. The written explanation shall be served by any of the methods of service listed in this chapter
- F. The director's decision denying a request to issue a notice of compliance constitutes the final decision in the matter and is not appealable.

1.10.200 Prohibition against issuance of municipal permits.

For properties where a notice of violation has been recorded, the city may withhold permits for repair, construction, and/or alteration on the affected property until a notice of compliance has been issued by the director. The city may not withhold permits, which are necessary to obtain a notice of compliance or which are necessary to correct serious health and safety violations.

1.10.210 Cancellation of recorded notice of violation.

The director shall record or cause to be recorded the notice of compliance with the San Joaquin County recorder's office. The recordation of the notice of compliance shall have the effect of canceling the recorded notice of violation.

Article III. Administrative Citations

1.10.220 Administrative citations—Authority.

- A. Any person violating any provisions of this code, adopted uniform codes, or applicable state code may be issued an administrative citation by an enforcement officer as provided in this chapter.
- B. Each and every day a violation of this code, adopted uniform codes, or applicable state code exists constitutes a separate and distinct offense.
- C. An administrative fine shall be assessed by means of an administrative citation issued by the enforcement officer and shall be payable directly to the city unless otherwise noted on the citation.
- D. Fines assessed by means of an administrative citation shall be collected in accordance with the procedures specified in this chapter.

1.10.230 Administrative citations—Procedures.

- A. Upon discovering any violation of this code, adopted uniform codes, or applicable state codes, an enforcement officer may issue an administrative citation to a responsible person in the manner prescribed in this chapter. The administrative citation shall be issued on a form approved by the city attorney.
- B. If the responsible person is a commercial business, the enforcement officer shall attempt to locate the business owner and issue the business owner an administrative citation. If the enforcement officer can only locate the manager of the commercial business, the administrative citation may be given to the manager of the business. A copy of the administrative citation shall also be mailed to the business owner or responsible person in the manner prescribed in this chapter.
- C. The administrative citation shall be signed by the issuing enforcement officer.
- D. Method of Service.
 - 1. Signature. Once the responsible person is located, the enforcement officer shall attempt to obtain the signature of that person on the administrative citation. However, if the responsible person refuses or fails to sign the administrative citation, it shall not affect the validity of the citation and subsequent proceedings.
 - 2. If the enforcement officer is unable to locate the responsible person, then the administrative citation shall be mailed to the responsible person in the manner prescribed in this chapter.

- 3. Posting. If no one can be located at the property, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy subsequently mailed to the responsible person in the manner prescribed by this chapter.
- E. A copy of the administrative citation shall thereafter be mailed to the responsible person and to the owner of the property if different from the responsible person in the manner prescribed by this chapter. The failure of any person with an interest in the property to receive notice shall not affect the validity of any proceedings taken under this chapter.

1.10.240 Contents of administrative citation.

Any administrative citation that is issued shall contain all of the following information:

- A. The date and location of the violations and the approximate time the violations were observed;
- B. The code sections violated and a brief description of how the sections are violated;
- C. Where appropriate, the action required to correct the violations;
- D. Set forth a deadline by which the violations must be corrected and the consequences of failing to comply;
- E. The amount of fine imposed for the violations, if any;
- F. An explanation as to how the fine shall be paid and the time period by which it shall be paid, and the consequences of failure to pay the fine; and
- G. Identify all rights and procedures of appeal.

1.10.250 Appeal of administrative citation.

An appeal from the issuance of an administrative citation shall follow the procedures set forth in this chapter.

1.10.260 Fines for administrative citations.

- A. If the responsible person fails to correct the violation, subsequent administrative citations may be issued for the same violations. The amount of the fine shall increase at a rate specified in subsection B of this section.
- B. The fines assessed for each administrative citation issued for the same violations shall be as follows:

1. First administrative citation	\$100.00
2. Second administrative citation	\$250.00
3. Third and subsequent administrative citation(s)	\$500.00

- C. Payment of the fine shall not excuse the failure to correct the violations nor shall it bar further enforcement action by the city.
- D. All fines assessed shall be payable to the city, unless otherwise directed on the citation.
- E. The community development director is authorized, under direction and upon approval of the city attorney, to establish policies and procedures for the certification, decertification, and conduct of the community awareness and responsibility education classes, to establish that persons receiving a fine under an administrative citation have the option of attending a certified community awareness and responsibility education class prior to the citation

becoming delinquent in lieu of paying the fine. A person may not use this option more than once in any twelve-month period.

- F. For all delinquent, unpaid administrative citation fines, there shall be a penalty imposed in the amount of ten percent of the citation fine amount and an additional one percent per month of the total amount of such fine for each month during the time that said fine remains unpaid after its delinquency date. The delinquency date for an administrative citation fine shall be sixty days following the imposition of the fine, or the appeal determination of the administrative hearing officer, whichever is later.

1.10.270 Failure to pay administrative citation fine.

The failure of any person to pay the fines assessed by an administrative citation within the time specified on the citation may result in the director referring the matter to the finance department or other designated agent for collection. Alternatively, the director shall pursue any other legal remedy to collect the fines including, but not limited to, those remedies provided in Title 1, Chapter 1.08 of this code.

1.10.280 Allocation of administrative citation fines.

Administrative fines collected pursuant to this article shall be deposited into the special revenue fund.

Article IV. Abatement

1.10.290 Abatements—Declaration of purpose.

The city council finds that it is necessary to establish appropriate procedures for the administrative and summary abatement of public nuisances and code violations. The procedures established in this chapter are in addition to any other legal remedy, criminal or civil, established by law which may be pursued to address violations of this code or applicable state codes. This chapter governs all other nuisance abatement procedures established in other chapters of this code unless other procedures are specifically stated to apply.

1.10.300 Authority.

Any condition caused, maintained, or permitted to exist in violation of any provisions of this code or an applicable state code, which constitutes a public nuisance, may be abated by the city pursuant to the procedures set forth in this article.

1.10.310 General procedures.

A. Abatement Notice.

1. Whenever the director determines that public or private property or any portion of public or private property is a public nuisance as generally defined in Section 15.30.030 or as declared in any other specific section of this code, including adopted uniform codes or applicable state codes, an abatement notice may be issued to the responsible person to abate the public nuisance.
2. The abatement notice shall contain a description of the subject property in general terms reasonably sufficient to identify the location of the property. It shall refer to specific sections of this code, adopted uniform codes, or applicable state code violations, which render the property a public nuisance.
3. The abatement notice shall describe the action required to abate the public nuisance, which may include, but is not limited to: corrections, repairs, demolition, removal,

obtaining the necessary permits, vacation of tenants or occupants, or other appropriate action and shall establish time frames by which each action must occur.

4. The abatement notice shall explain the consequences should the responsible person fail to comply with the terms of the notice.
 5. The abatement notice shall identify all applicable hearing and appeal rights.
- B. Service of Abatement Notice. The abatement notice shall be served by any of the methods of service listed in this chapter.

1.10.320 Abatement of a public nuisance by the city.

- A. Once the director follows the procedures set forth herein and the time for compliance has lapsed, if the violations remain, the nuisance conditions may be abated by city personnel or by a private contractor.
- B. City personnel or a private contractor can enter upon private property in a reasonable manner as provided by law to abate the nuisance conditions as specified in the abatement notice or abatement order.
- C. If the responsible person abates the nuisance conditions before the city performs the actual abatement pursuant to an abatement notice or abatement order, the director may still assess all costs incurred by the city against the responsible person pursuant to the procedures set forth herein.
- D. When abatement is completed, a report describing the work performed and an itemized account of the total abatement costs shall be prepared by the director. The report shall contain the names and addresses of the responsible persons of each parcel, the name and address of the property owner, if different from the responsible person, the tax assessor's parcel number, and a legal description of the property, if the responsible person is an owner.
- E. The director shall schedule a confirmation of costs hearing before an administrative hearing officer pursuant to the procedures set forth in this chapter, unless waived in writing by all responsible persons.
- F. All administrative and actual costs incurred by the city in abating the violations may be assessed and recovered against the responsible person pursuant to the provisions set forth in this chapter.

1.10.330 Summary abatement.

This article governs the procedures relating to summary abatement of public nuisances.

1.10.340 Authority.

Whenever the director determines that an imminent health and safety hazard exists that requires immediate correction or elimination, the director may exercise the following powers without prior notice to the responsible person:

- A. Order the immediate vacation of any tenants and prohibit occupancy of the subject property until all repairs are completed;
- B. Post the premises as unsafe, substandard, or dangerous;
- C. Board, fence, or secure the building or site;
- D. Raze and grade that portion of the premises or site to prevent further collapse and remove any hazard to the general public;

- E. Make any minimal emergency repairs as necessary to eliminate any imminent health and safety hazard; or
- F. Take any other action as appropriate under the circumstances.

1.10.350 Procedures.

- A. The director shall pursue only the minimum level of correction or abatement as necessary to eliminate the immediacy of the hazard. Costs incurred by the city during the summary abatement process shall be assessed, collected, and recovered against the responsible person through the procedures outlined in this chapter.
- B. The director may also pursue any other administrative or judicial remedy established by law to abate any remaining public nuisance.

Article V. Administrative Penalties

1.10.360 Declaration of purpose.

The city council finds that there is a need for an alternative method of enforcement for enforcing more serious violations of this code, adopted uniform codes, and applicable state codes. The city council further finds that the assessment of civil penalties through an administrative hearing procedure for code violations is a necessary alternative method of code enforcement. The administrative assessment of civil penalties is in addition to any other administrative or judicial remedy established by law, which may be pursued by the city to address serious violations of this code, adopted uniform codes, or applicable state codes.

1.10.370 Authority.

- A. Any person violating any provision of this code, adopted uniform codes, or applicable state code may be subject to the assessment of civil penalties pursuant to the administrative procedures provided in this chapter.
- B. Each and every day a violation of any provision of this code or applicable state code exists constitutes a separate and distinct violation.
- C. Civil penalties may be directly assessed in conjunction with a notice and order issued by the director, or affirmed by a hearing officer. Civil penalties assessed shall be collected in accordance with the procedures specified in this chapter.
- D. Civil penalties for violations of any provision of this code, adopted uniform codes, or applicable state codes shall be assessed at a daily rate determined by the director or hearing officer pursuant to the criteria listed in this chapter. Except as authorized pursuant to state and federal laws, the maximum civil penalty shall be one thousand dollars per violation per day with the maximum amount of civil penalties not exceeding one hundred thousand dollars per parcel or structure for any related series of violations occurring within the twelve-month period immediately preceding the latest violation.

1.10.380 Procedures—Issuance of notice and order.

- A. Whenever the director determines that a violation of one or more provisions of this code, adopted uniform codes, or applicable state codes has occurred or continues to exist, a civil penalty may be issued in conjunction with a notice and order to the responsible person.
- B. The notice and order shall refer to all code sections violated and describe how each section is or has been violated.
- C. The notice and order shall refer to the dates and locations of the violations.

- D. The notice and order shall address the action required to correct the outstanding violations and establish time frames for completion.
- E. The notice and order shall establish a daily amount of civil penalties. The director shall determine the daily amount of civil penalties pursuant to the criteria in set forth in this article.
- F. The notice and order shall identify a date when the civil penalties began to accrue and a date when the assessment of civil penalties ended, unless the violation is continuous. In the case of a continuous violation, there shall be an ongoing assessment of penalties at the daily rate established in the notice and order until the violations are corrected.
- G. If a director determines that the violations are continuing, the notice and order shall demand that the responsible person cease and desist from further action causing the violations, or take affirmative action to cease from maintaining or permitting the violation to exist, and commence and complete all action to correct the outstanding violations under the guidance of the appropriate city departments.
- H. The notice and order shall enumerate any other consequences should the responsible person fail to comply with the terms and deadlines as prescribed in the notice and order.
- I. The notice and order shall identify appropriate hearing procedures as required by this chapter.
- J. The notice and order shall be served upon the responsible person by any one of the methods of service listed in this chapter.
- K. The notice and order shall identify the factors used by the director in determining the duration and the daily amount of civil penalties.
- L. More than one notice and order may be issued against the same responsible person if it encompasses either different dates or different violations.

1.10.390 Determination of civil penalties.

- A. In determining the date when civil penalties started to accrue, a director may consider the date when the department first discovered the violations as evidenced by the issuance of a notice of violation or any other written correspondence.
- B. The assessment of civil penalties shall end when all action required by the notice and order has been completed.
- C. In determining the amount of the civil penalty to be assessed on a daily rate, the director may consider some or all of the following factors:
 1. The duration of the violation;
 2. The frequency or recurrence of the violation;
 3. The seriousness of the violation;
 4. The history of the violation;
 5. The responsible person's conduct after issuance of the notice and order;
 6. The good faith effort by the responsible person to comply;
 7. The economic impact of the penalty on the responsible person;
 8. The impact of the violation upon the community;
 9. Any other factors that justice may require.

1.10.400 Recovery of civil penalties

The director may collect all civil penalties and related administrative costs by the use of all appropriate legal means, including, but not limited to, the recordation of a code enforcement lien pursuant to the procedures set forth in this chapter. If unable to collect the obligation, the director may refer the obligation to the city attorney to file a court action to recover these penalties and costs.

1.10.410 Cancellation of code enforcement lien.

Once payment in full is received for the outstanding civil penalties and costs or the amount is deemed satisfied pursuant to a subsequent administrative or judicial order, the director shall, within ten days from the date payment is made or decision is final, record a notice of satisfaction with the San Joaquin County recorder’s office. The notice of satisfaction shall include the same information as provided for in the original code enforcement lien. Such notice of satisfaction shall cancel the code enforcement lien.

1.10.420 Administrative costs.

The director or hearing officer is authorized to assess any reasonable administrative costs. Administrative costs may include scheduling and processing of the hearing and all subsequent actions.

1.10.430 Failure to comply with notice and order.

The director shall request the city attorney to appoint a hearing officer and the director shall establish a date, time, and place for the civil penalties hearing in accordance with this chapter when the responsible person fails to comply with the terms of the notice and order. Failure to comply includes failure to pay the assessed civil penalties, failure to commence and complete corrections by the established deadlines, or failure to refrain from continuing violations of this code, adopted uniform codes, or applicable state codes.

1.10.440 Civil penalties hearing.

- A. The procedures for the civil penalties hearing are the same as the hearing procedures set forth in this chapter.
- B. The hearing officer shall only consider evidence that is relevant to the following issues: (1) whether the responsible person has caused or maintained a violation of this code or applicable state code that existed on the dates specified in the notice and order; and (2) whether the amount of civil penalties assessed by the director pursuant to the procedures and criteria outlined in this chapter was reasonable.

Article VI. Administrative Hearings

1.10.450 Administrative hearing procedures.

These sections establish the procedures for the use of administrative hearing officers and the procedures governing administrative hearings.

- A. Qualifications of Administrative Hearing Officer. The city attorney shall promulgate rules and procedures as are necessary to establish a list of qualified persons who are capable of acting on behalf of the city as hearing officers.

- B. Appointment of Administrative Hearing Officer. Hearing officers presiding at administrative hearings shall be appointed by the city attorney and compensated by the city. The city attorney shall develop policies and procedures relating to the appointment and compensation of hearing officers.
- C. Disqualification of Hearing Officer. Any person designated to serve as a hearing officer is subject to disqualification for bias, prejudice, interest, or for any other reason for which a judge may be disqualified in a court of law. Rules and procedures for the disqualification of a hearing officer shall be promulgated by the city attorney.
- D. Powers of Hearing Officer.
 - 1. The hearing officer may continue a hearing based on good cause shown by one of the parties to the hearing or if the hearing officer independently determines that due process has not been adequately afforded.
 - 2. The hearing officer, upon receipt of a written request which is submitted no later than five days before the hearing, shall subpoena witnesses, documents, and other evidence where the attendance of the witness or the admission of evidence is deemed necessary to decide the issues at the hearing. All costs related to the subpoena, including witness and mileage fees shall be borne by the party requesting the subpoena. The city attorney shall develop policies and procedures relating to the issuance of subpoenas in administrative hearings, including the form of the subpoena and related costs.
 - 3. The hearing officer has continuing jurisdiction over the subject matter of an administrative hearing for the purposes of granting a continuance, ensuring compliance with an administrative order, modifying an administrative order, or where extraordinary circumstances exist granting a new hearing.
 - 4. The hearing officer has the authority to require the responsible person to post a code enforcement performance bond to ensure compliance with an administrative order.
- E. Failure to Obey Subpoena. It is unlawful for any person to refuse to obey a subpoena issued by a hearing officer.

1.10.460 Procedures for requesting an appeal hearing.

- A. A person served with one of the following documents, order or notices may file an appeal within ten calendar days from the service of the notice:
 - 1. Any civil penalty notice and order issued;
 - 2. An administrative citation issued pursuant to this chapter;
 - 3. An application for a waiver of fees.
- B. The appeal shall be made in writing stating the grounds for the appeal and filed with the director on or before the tenth day after service.

1.10.470 Procedures for notification of administrative hearing.

- A. Where an administrative remedy or proceeding provides for an appeal procedure, the director shall request the city attorney to appoint a hearing officer and to schedule a day, time, and a place for the hearing.

- B. Written notice of the time and place of the hearing shall be served at least ten calendar days prior to the date of the hearing to the responsible person.
- C. The format and contents of the hearing notice shall be in accordance with rules and policies promulgated by the city attorney.
- D. The notice of hearing shall be served by any of the methods of service listed in this chapter.

1.10.480 Procedures at administrative hearing.

- A. Administrative hearings are intended to be informal in nature. Formal rules of evidence and discovery do not apply. The procedure and format of the administrative hearing shall follow the procedures promulgated by the city attorney.
- B. The city bears the burden of proof at an administrative hearing to establish the existence of a violation of this code, adopted uniform codes, or applicable state codes.
- C. The standard of proof to be used by the hearing officer in deciding the issues at an administrative hearing is by a preponderance of the evidence.
- D. Each party shall have the opportunity to cross-examine witnesses and present evidence in support of his case.

1.10.490 Failure to attend administrative hearing.

Any responsible person who requests a hearing or whose actions are the subject of an administrative hearing and who fails to appear at the hearing is deemed to waive the right to a hearing and the adjudication of the issues related to the hearing, provided that the hearing was properly noticed.

1.10.500 Administrative order.

- A. The decision of the hearing officer shall be entitled "Administrative Order" and shall be issued in accordance with this chapter and the rules and procedures promulgated by the city attorney.
- B. Once all evidence and testimony are completed, the hearing officer shall issue an administrative order, which affirms, modifies, or rejects the director's action. In the case of a notice and order of civil penalty, the administrative order may affirm, modify, or reject the daily rate or duration of the civil penalties depending upon the review of the evidence and may increase or decrease the total amount of civil penalties and costs assessed.
- C. The hearing officer may issue an administrative order that requires the responsible person to cease from violating this code, adopted uniform codes, or applicable state codes and to make necessary corrections within a specific time frame.
- D. As part of the administrative order, the hearing officer may establish specific deadlines for the payment of penalties and costs and condition the total or partial assessment of civil penalties on the responsible person's ability to complete compliance by specified deadlines.
- E. The hearing officer may issue an administrative order, which imposes additional civil penalties that will continue to be assessed until the responsible person complies with the hearing officer's decision and corrects the violation.

- F. The hearing officer may schedule subsequent review hearings as may be necessary or as requested by a party to the hearing to ensure compliance with the administrative order.
- G. The administrative order shall become final on the date of service of the order.
- H. The administrative order shall be served on all parties by any one of the methods listed in this chapter.

1.10.510 Judicial review.

Once an administrative order becomes final as provided in this chapter, the time in which judicial review of the order must be sought shall be governed by California Code of Civil Procedure Section 1094.6 or as may be amended hereafter.

1.10.520 Failure to comply with the administrative order misdemeanor.

- A. After the hearing officer issues an administrative order, the director shall monitor the violations and determine compliance.
- B. Upon the failure of the responsible person to comply with the terms and deadlines set forth in the administrative order, the director may use all appropriate legal means to recover the civil penalties, administrative costs, and obtain compliance with the administrative order, including seeking an injunction.
- C. Failure to comply with an administrative order constitutes a misdemeanor.

Section 2. Lodi Municipal Code Section 6.04.030 "Redemption of impounded animals." is hereby amended to read as follows:

Section 6.04.030 - Redemption of impounded animals.

A. Licensed Animals. The owner or person having custody or control of an animal licensed pursuant to this title that is impounded may redeem said animal upon submission of proof that the animal is microchipped with current information on the owner reclaiming the animal, or in the event the animal is not microchipped, the animal must be microchipped with current owner information prior to redemption, and payment of a redemption fee, and any other applicable fees or charges as may be established from time to time by resolution of the city council.

B. Unlicensed Animals. The owner or persons having custody or control of any unlicensed animal, not otherwise prohibited by this title, that is impounded may redeem said animal upon submission of proof that the animal is microchipped with current information on the owner reclaiming the animal, or in the event the animal is not microchipped, the animal must be microchipped with current owner information prior to redemption, and payment of the annual license fee, the redemption fee, any other applicable fees or charges, and by obtaining any necessary anti-rabies vaccinations. The annual license fee, redemption fee, and other fees or charges shall be established from time to time by resolution of the city council.

C. Out-of-Town Animals. The owner or persons having custody of an out-of-town animal taken up and impounded may redeem within four business days, not including the day of impoundment, Sundays or holidays, upon submission of proof that the animal is microchipped with current information on the owner reclaiming the animal, or in the event the animal is not microchipped, the animal must be microchipped with current owner information prior to redemption, along with any necessary anti-rabies vaccinations, and payment of a redemption

fee, and any other applicable fees or charges, in such amounts established from time to time by resolution of the city council,.

D. If the owner or person having custody or control of an animal impounded pursuant to this title contests any fee charged pursuant to this chapter, such person may redeem the animal only by paying the applicable fee or fees. After redemption of said animal, the person protesting the fees imposed may appeal the imposition of said fees by letter to the chief of police. The decision of the chief of police shall be final.

Section 3. Lodi Municipal Code Chapter 6.08 “Prohibited Animals” is hereby amended to read as follows:

Chapter 6.08 PROHIBITED ANIMALS

Sections:

- 6.08.010 Definitions.
- 6.08.020 Livestock prohibited.
- 6.08.030 Wild animals prohibited.
- 6.08.040 Domesticated animals – Number permitted.
- 6.08.050 Determination of age of animal.
- 6.08.060 Prohibited animal feeding.
- 6.08.070 Enforcement of violations.

Section 6.08.010 - Definitions

A. “Chipping” means the injection of a microchip below the skin of an animal by a veterinarian, registered veterinary technician, or other qualified staff.

B. “Community cat” means any feral or free roaming cat that may or may not have an owner.

C. “Domesticated animals” means those nonferal animals commonly kept as household pets and includes:

1. Dogs (*canis familiaris*);
2. Cats (*felis catus*);
3. Reptiles such as lizards or nonpoisonous snakes under six feet in length; and
4. Rabbits.

D. “Feral Cat” means a non-domesticated cat or one which has reverted from its domesticated state into an unstable condition being unsociable, untamed, and living as a wild animal.

E. “Livestock” means those animals commonly kept for commercial purposes, including, but not limited to:

1. Horses, mules, burros or jacks;
2. Turkeys, guinea hens, peacocks, roosters or similar fowl;
3. Bulls, cows, hogs, pigs, goats, sheep and llamas.

F. “TNR” shall mean trap, neuter, and return.

G. "TNR program" shall mean a program in which feral and community cats are humanely trapped by the public or colony caretakers and brought to a veterinarian facility that is licensed by the State to be sterilized, vaccinated against rabies, and ear tipped. The cat is then returned to the location that is their original location.

H. "Wild animals" means those feral animals, not commonly kept as household pets, including but not limited to:

1. The following members of the class mammalian:
 - a. Order carnivores, except the domestic dog (*canis familiaris*) and the domestic cat (*felis catus*), but including, but not limited to, the family Felidae (such as ocelots, margays and cougars) and family Canidae (such as wolves, wolf hybrids, coyotes and jackals); and
 - b. Order Columbidae (such as doves and pigeons) unless registered with a homing pigeon club-California Government Code Section 65852.6; and
 - c. Order Marsupialia (such as kangaroos and opossums); and
 - d. Order Chiroptera (bats); and
 - e. Order Primata (such as monkeys, chimpanzees and gorillas); and
2. Reptiles that are poisonous or in excess of six feet in length or thirty pounds in weight; and
3. Any nondomestic species when kept, maintained or harbored in such numbers or in such a manner as to constitute the likelihood of danger to themselves, to human beings or to the property of human beings.

6.08.020 Livestock prohibited.

It is unlawful to harbor, keep or have within the city any livestock as defined in Section 6.08.010 (B), with the exception of poultry animals, as set forth in Section 6.08.025 of this Chapter. It is unlawful to slaughter livestock within City limits.

6.08.025 Certain poultry animals permitted.

The total number of poultry animals allowed shall not exceed five in number on any one residential lot, with no more than two of those animals being ducks. Poultry animals may be kept purely for home consumption and not for commercial purposes, subject to the provisions of this Code. Permissible poultry animals include female chicken hens, ducks, and quail. Male poultry animals are prohibited.

A. Feed for poultry animals shall be contained and enclosed so as not to attract rodents, insects, and other vermin.

B. Poultry animals shall be kept in the rear yard of residential units and not permitted in the front yard.

C. Poultry animals shall be kept in fenced areas, cages or coops that are sufficiently adequate to prevent the poultry animals from escaping from the property and to prevent wildlife predators from gaining entry. Poultry animals must be secured at night in a predator-proof enclosure, cage or coop, to protect from dogs, coyotes, raccoons or other predators.

D. It is unlawful to slaughter poultry animals within City limits.

6.08.030 Wild animals prohibited.

It is unlawful to harbor, keep or have within the city any wild animal.

6.08.040 Domesticated animals—Number permitted.

A. It is unlawful to harbor, keep or have within a single household within the city more than five domesticated animals in excess of four months of age in any combination thereof, except in a licensed business, where permitted in a particular district as provided by Title 17 of this code.

B. It is unlawful to harbor, keep or have within a single household within the city more than one litter of puppies or kittens during any twelve-month period, except in a licensed business, where permitted in a particular district as provided by Title 17 of this code.

6.08.050 Determination of age of animal.

If there is any dispute as to the age of any domesticated animal, in the absence of any affidavit or sworn testimony from a person who has personal knowledge of the date of birth, a determination made by the animal control officer is conclusively presumed to be correct.

6.08.060 Prohibited animal feeding.

A. It shall be unlawful for any person to create a public nuisance by free feeding any wild animals including feral cats.

B. It shall be unlawful for any person to make available more food supply than is reasonably adequate for the number of legally allowed domesticated cats the person may own.

C. This section shall not apply to persons to who qualify for a TNR program adopted by the City to reduce the feral cat population.

6.08.070 Enforcement of violations.

A violation of this chapter shall be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 4. Lodi Municipal Code Section 6.12.010 “License-Required” is hereby amended to read as follows:

Section 6.12.010 – License-Required

A. It is unlawful for any person to harbor, keep or have any dog or cat excluding community and feral cats in excess of four months of age within the city unless the person owning or having custody or control of the dog or cat shall have secured a license to keep the dog or cat, obtained by licensing the dog or cat pursuant to this chapter.

B. A violation of this section shall be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 5. Lodi Municipal Code Section 6.12.060 "Vaccination—Required—Certificate—Exceptions" is hereby amended to read as follows:

6.12.060 - Vaccination—Required—Certificate—Exceptions.

A. The person owning or having custody or control of a dog or cat over the age of four months shall at such intervals of time as may be prescribed by the State Department of Public Health, procure its vaccination by a licensed veterinarian with the anti-rabies vaccine approved by and in a manner prescribed by the State Department of Public Health.

B. No license to keep a dog or cat shall be issued for any dog or cat, which has attained the age of four months or over, unless a valid, official certificate of vaccination with anti-rabies vaccine is presented with the specified license fee. Such certificate of vaccination, signed by a licensed veterinarian, shall indicate the date of vaccination and the type of vaccine used. The certificate shall be accepted as valid if the certificate does not expire within the first six-month period for which the license is to be issued.

C. The provisions of Section 6.12.060 (A) and (B) shall not apply when the person owning or having custody or control of the dog or cat presents to the animal shelter a certificate from a licensed veterinarian certifying that the dog or cat cannot be vaccinated as required by this code without causing physical injury or the death of the dog or cat.

D. A violation of this section shall be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 6. Lodi Municipal Code Section 6.12.070 "Business of breeding or raising" is hereby amended to read as follows:

Section 6.12.070 - Business of breeding or raising.

A. Any person who is engaged in the business of breeding or raising dogs or cats that produce offspring for sale or transfer ("breeder") shall obtain a business tax certificate and pay a tax as set by resolution of the city council, subject to the requirements and exemptions set forth in Title 3 Revenue and Tax of the Lodi Municipal Code.

B. Any breeder shall be allowed the whelping of a single (1) litter for each breeding animal (dog or cat) within any twelve-month period. A litter is any live offspring produced at one (1) birth of a dog or cat.

C. At no time shall the breeder be allowed to maintain more than four (4) breeding animals of any variety (dogs or cats) within any business or household; nor shall the breeder whelp more than two (2) animals during the same breeding period (a breeding period is from whelping until the offspring are eight (8) weeks of age).

D. No puppies or kittens may be sold, adopted, bartered, gifted or otherwise transferred, until it has reached the age of at least eight (8) weeks, unless the transfer of a puppy or kitten less than eight (8) weeks old is authorized in writing by a licensed California veterinarian in accordance with State law.

E. The breeder selling or otherwise transferring a dog or cat, shall maintain written records for each dog or cat sold or transferred for a period of three (3) years, including a bill of sale with the name, address and telephone number of the animal's new owner.

F. Breeders are subject to reasonable inspections of the breeding premises to ensure that state health or safety laws and city ordinances relating to the keeping and care of animals are met.

Section 7. Lodi Municipal Code Section 6.12.110 "Animal Noise" is hereby amended to read as follows:

6.12.110 – Animal Noise.

No person shall keep or permit to remain in any premises within the city any animal which continuously and incessantly produces noise at any time during the day or night to the disturbance of any other person. "Continuous and incessant noise" means producing noise for an aggregate period of ten minutes or more duration during any one-hour period which disturbs the peace of another person, including barking, howling, crying, baying, squealing or making any other noise, provided that at the time of the complaint, no person or persons were trespassing or threatening to trespass upon the private property of the owner or person in custody or control of the animal, or the animal was not being teased or provoked in any manner. A violation of this section shall be subject to enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 8. Lodi Municipal Code Section 6.12.120 "Animals at large" is hereby amended to read as follows:

6.12.120 – Animals at large.

A. No person owning any dog or other domesticated animal, excluding community and feral cats and service animals unleashed for medical reasons, as defined herein or having the care, custody, control or possession of any such animal shall, except as provided in Section 12.12.020(B) of this code, suffer, allow or permit such animal to run, be or remain at large on any public street, road, alley, park, square or other public place, or upon any private property other than the property of the owner or custodian of such animal without the consent of the owner of such property within the corporate limits of the city. Except as provided in subsection C of this section, all animals are "running at large" within the meaning of this section unless tied, restrained by chain, strap or cord not exceeding six feet in length attached to their collars and actually held by some person or tied or restrained in an automobile or other vehicle, or unless staked or fastened or kept securely in an enclosure upon the property of the owner or person in control of said dog. A dog is not "kept securely in an enclosure" within the meaning of this section when said dog has exhibited the ability to escape from that enclosure.

B. No person shall permit a female dog or cat, excluding community and feral cats, during the period when the dog or cat is in heat or breeding condition, to be outside a house, garage, building, closed structure or secure enclosure except for purpose of exercising and while under strict control of the owner.

C. No person owning or having the care, custody, control or possession of any cat, excluding community and feral cats, shall suffer, allow or permit such cat to run at large beyond the boundaries of the property upon or within which such cat is kept.

D. When not in an enclosed area, any dog, cat or other domesticated animal, excluding community and feral cats, must be in the immediate presence, control or supervision of the person owning, or having the care, custody or possession of said animal or be restrained.

E. A violation of this section shall be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 9. Lodi Municipal Code Chapter 6.12 “Dogs and Cats” is hereby amended to add Section 6.12.150 “Mandatory Microchipping of Dogs and Cats” as follows:

6.12.150 - Mandatory Microchipping of Dogs and Cats.

A. All dogs and cats over the age of three (3) months must be implanted with an identifying microchip. The owner or custodian is required to provide the microchip number to animal services, and shall notify animal services of any change of ownership of the dog or cat, or any change of address or telephone number. Nothing in this section supersedes, eliminates, or alters the requirements of sections 6.12.010 – 6.12.030, and any other licensing requirements of this chapter.

B. Exemptions. The mandatory microchipping requirements shall not apply to any of the following:

1. A dog or cat with a high likelihood of suffering serious bodily injury, if implanted with the microchip identification, due to the health conditions of the animal. The owner or custodian must obtain written confirmation of that fact from a California licensed veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, which date must be stated in the written confirmation.
2. A dog or cat which would be impaired of its athletic ability or performance if implanted with the microchip identification. The owner or custodian must obtain written confirmation of that fact from a California licensed veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, which date must be stated in the written confirmation.

C. Transfer, sale of dogs and cats.

1. An owner or custodian who offers any dog, over the age of three (3) months, for sale, trade, or adoption must provide the microchip identification number and the valid dog license number with the offer of sale, trade or adoption. The license and microchip numbers must appear on a document transferring the dog to the new owner. The owner or custodian shall also advise animal services of the name and address of the new owner or custodian in accordance with subdivision (A) of this section. An owner or custodian who offers any dog, over the age of three (3) months, for sale, trade, or adoption and fails to provide animal services with the name and address of the new owner, is in violation of this chapter and shall be subject to the penalties set forth herein.

2. An owner or custodian who offers any cat, over the age of three (3) months, for sale, trade, or adoption must provide the microchip identification number with the offer of sale, trade or adoption. The microchip numbers must appear on a document transferring the cat to the new owner. The owner or custodian shall also advise animal services of the name and address of the new owner or custodian in accordance with subdivision (A) of this section. An owner or custodian who offers any cat, over the age of three (3) months, for sale, trade, or adoption and fails to provide animal services with the name and address of the new owner, is in violation of this chapter and shall be subject to the penalties set forth herein.
 3. When a puppy or kitten under the age of three (3) months implanted with microchip identification is sold or otherwise transferred to another person, the owner or custodian shall advise animal services of the name and address of the new owner or custodian, and the microchip number of the puppy or kitten within ten days after the transfer. If it is discovered that an owner or custodian has failed to provide animal services with the name and address of the new owner and the microchip number of the puppy or kitten, the owner or custodian shall be subject to the penalties set forth in this chapter.
- D. When an impounded dog or cat is without microchip identification, in addition to satisfying applicable requirements for the release of the animal, including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:
1. Have the dog or cat implanted with a department microchip by a department registered veterinarian technician or veterinarian or designated personnel at the expense of the owner or custodian;
 2. At the discretion of the Director, the dog or cat may be released to the owner or custodian if he or she signs a statement under penalty of perjury, representing that the dog or cat will be implanted with a microchip and that he or she will submit a statement within ten days or less, of the release, signed by a California licensed veterinarian, confirming that the dog or cat has been so implanted and provide the microchip number to animal services or allow animal services to scan the dog or cat for the microchip to verify.
- E. Fees for microchip identification device. The fee for an identifying microchip device shall be included in the cost of adoption when adopting a dog or cat from a City of Lodi animal shelter. The fee for an identifying microchip device shall be the amount set forth in per animal for all other animals. If an animal has already been implanted with an identifying microchip device by some other facility, there will be no fee to have the identification microchip number entered into animal services' registry as required by subdivision (A) of this section.
- F. Penalties. A violation of this section shall either be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.
- G. Allocation of fees and fines collected. All costs, fees, and fines collected under this section shall be paid to animal services for the purpose of defraying the cost of the implementation and enforcement of this program and for low-cost microchipping programs administered by animal services.

Section 10. Lodi Municipal Code Section 6.14.020 “Sanitation of premises” is hereby amended to read as follows:

6.14.020 – Sanitation of premises.

A. It is unlawful for any person, at any time, to maintain any lot or other premises, or any portion thereof in the city, upon which an animal is kept, in an unsanitary condition. No person shall maintain any such lot or premises, or portion thereof upon which an animal is kept, in such condition as to be infested with flies or insects or to create any noxious or offensive odors.

B. It is unlawful for any person owning or having charge, care, control or custody of any animal to allow animal waste or fecal matter produced by said animal to accumulate or remain on the ground or about the premises or property for more than three calendar days without said animal waste or fecal matter being placed in an airtight bag or other container and removed from the property within seven calendar days.

C. Notwithstanding the above, any person owning or having charge, care, control or custody of any animal shall at all times prevent urine and/or feces odors of said animal’s waste from hindering, hampering, impeding, interfering with, infringing upon, or detracting from another person’s enjoyment of their real or personal property.

D. A violation of this section shall either be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 11. Lodi Municipal Code Section 6.14.030 “Removal of animal waste” is hereby amended to read as follows:

6.14.030 – Removal of animal waste.

A. It is unlawful for the owner or any person having custody of any dog, cat or other domesticated animal, referred to as “animal” in this section, to fail to immediately remove and dispose of any feces deposited by the animal on either public property or on private property not under the control of such person. Disposal shall be by placing the feces in a closed or sealed container and depositing the container in a trash receptacle.

B. Persons having custody or control of such animals in a public place or private property not under such person’s control shall have in their possession a suitable wrapper, bag or container for the purpose of complying with this section’s requirements. Failure to have the wrapper, bag or container while with the animal in such designated places shall constitute a violation of this section.

C. This section shall not apply to a physically disabled person who has custody or control of a guide or service dog.

D. A violation of this section shall either be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 12. Lodi Municipal Code Chapter 6.14 “is hereby amended to add Section 6.14.050 “Management of Cat Population; Permitted Acts” as follows:

Section 6.14.050 - Management of Cat Population; Permitted Acts.

A. Definitions.

1. "Community cat" shall mean a cat whose needs are indirectly supplied by humans. Community cats may live in a shelter provided by human habitation (e.g., industrial sites or farm sheds), or be free-roaming within a community. Their temperament may vary from skittish to friendly, and may have many caregivers. Community cats may acquire much of their food by scavenging (e.g., rubbish tip sites, feeding by residents).

2. "Eartipping" shall mean the removal of the distal one-quarter of a community cat's left ear, which is approximately 3/8-inch, or 1 cm, in an adult and proportionally smaller in a kitten. This procedure is performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian. Eartips are designed to identify a community cat as being sterilized and lawfully vaccinated for rabies.

3. "Feral cat" shall mean a cat without owner identification of any kind whose usual and consistent temperament is extreme fear and resistance to contact with people. A feral cat is not socialized to people.

4. "Feral cat colony" or "colony" shall mean a group of cats that congregate more or less together as a unit, and although not every cat in a colony may be feral, any cats that congregate with a colony shall be deemed to be part of it.

5. "Feral cat colony caretaker" or "colony caretaker" shall mean any person who provides food, water, shelter, and humanely traps cats within the colony.

6. "Owner" means a person who owns, possesses, harbors, or controls an animal. In the case of a minor, the parents or guardians of the minor shall be deemed the owner. All adults residing at the same property address shall be presumed to be the owner of any animal owned, possessed, harbored, or controlled on the property.

7. "Ownership" means any person, keeping, harboring, controlling, having custody of, or possessing one (1) or more free roaming cats for a period of not less than seventy-two (72) hours.

8. "TNR" shall mean trap, neuter, and return.

9. "TNR program" shall mean a program in which feral and community cats are humanely trapped by the public or colony caretakers and brought to a veterinarian facility that is licensed by the State to be sterilized, vaccinated against rabies, and ear tipped. The cat is then returned to the location that is their original location in accordance with this chapter.

B. Permitted Acts. The following actions shall be permitted in the City of Lodi as part of Trap-Neuter-Return (TNR) Program:

1. Trapping, for the sole purpose of sterilizing, vaccinating for rabies, and eartipping community cats and feral cats, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, where applicable.

2. An eartipped cat received by local shelters will be returned to the location where trapped unless veterinary care is required. A trapped eartipped cat will be released on site unless veterinary care is required.

3. Community cat caregivers and colony caretakers are empowered to reclaim impounded community cats and feral cats without proof of ownership solely for the purpose of carrying out Trap-Neuter-Return and/or returning eartipped cats to their original locations.

4. A person who returns a community cat or feral cat to its original location while conducting Trap-Neuter-Return is not deemed to have abandoned the cat.

C. Trap-Neuter-Return shall be the preferred disposition for impounded community cats and feral cats. Animal control and the local shelter are authorized and encouraged to conduct Trap-Neuter-Return or to direct impounded community cats and feral cats to a Trap-Neuter-Return program.

Section 13. Lodi Municipal Code Section 6.15.010 "Definitions" is hereby amended to read as follows:

6.15.010 - Definitions.

- A. "Animal section" means that section of the Lodi Police Department designated by the chief of police as being responsible for animal control and/or services within the city.
- B. "Enclosure" means a fence or structure suitable to prevent the entry of young children, and which is suitable to confine a potentially dangerous dog or vicious dog. The enclosure shall be securely locked, shall have secure sides and bottom sufficient to prevent the dog from escaping, and shall be of sufficient size to provide the dog with an adequate exercise area. A top may be required for the enclosure if necessary to assure the dog's containment.
- C. "Impoundment" means the taking into custody of an animal by a police officer or an animal services officer.
- D. "Muzzle" means a device that is placed over the snout of an animal to keep it from biting. A muzzle is primarily solid with air holes to allow the animal to breathe and drink usually made in leather, wire, plastic, nylon or similar materials.
- E. "Potentially dangerous dog" means:
 - 1. Any dog which, when unprovoked, on two separate occasions within the prior thirty-six-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog; or
 - 2. Any dog which, when unprovoked, bites a person causing a less severe injury than that defined in subsection 6.15.010(F) of this section; or
 - 3. Any dog when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury while attacking a domestic animal or permitted poultry off the property of the owner or keeper of the dog.
- F. "Severe injury" means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

- G. "Unprovoked" means without being intentionally incited to aggressive action.
- H. "Vicious dog" means:
1. Any dog which has been trained to fight or which is owned or maintained for this purpose; or
 2. Any dog which, when unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being; or
 3. Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in the definition of potentially dangerous dog or is maintained in violation of the requirements of a potentially dangerous dog; or
 4. Any dog which, when unprovoked on two separate occasions within the prior thirty six-month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury, while attacking a domestic animal or permitted poultry off the property of the owner or keeper of the dog.

Section 14. Lodi Municipal Code Section 6.15.020 "Behavior prohibited" is hereby amended to read as follows:

6.15.020 Behavior prohibited.

A. Vicious dog. It is unlawful for any person owning, possessing, controlling, harboring or keeping any dog or puppy to cause or permit said animal to exhibit or engage in any prohibited behavior as defined in section 6.15.010 (H).

B. Potentially dangerous dog. It is unlawful for any person owning, possessing, controlling, harboring or keeping any dog or puppy to cause or permit said animal to exhibit or engage in any prohibited behavior as defined in section 6.15.010 (E).

C. Further prohibited. It is unlawful for any dog, when unprovoked, to kill, seriously bite, inflict injury, or otherwise cause injury by attacking the following:

1. a guide dog for the blind, a service dog for the disabled, a hearing dog for the deaf; or
2. a domestic animal or permitted poultry off the property of the owner or keeper of the dog.

D. This chapter shall not apply to any dog assisting a peace officer or park ranger engaged in law enforcement duties.

Section 15. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 16. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 17. No Conflicts. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 18. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ___ day of _____, 2026

RAMON YEPEZ
MAYOR

ATTEST:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held _____, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2026, by the following vote:

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

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved to Form:

KATIE O. LUCCHESI
City Attorney *KL*

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE TITLE 1 "GENERAL PROVISIONS" CHAPTER 1.10 "ADMINISTRATIVE ENFORCEMENT PROVISIONS", TITLE 6 "ANIMALS" SECTION 6.04.030 "REDEMPTION OF IMPOUNDED ANIMALS"; CHAPTER 6.08 "PROHIBITED ANIMALS"; SECTION 6.12.010 "LICENSE-REQUIRED"; SECTION 6.12.060 "VACCINATION—REQUIRED—CERTIFICATE—EXCEPTIONS"; SECTION 6.12.070 "BUSINESS OF BREEDING OR RAISING"; SECTION 6.12.110 "ANIMAL NOISE"; SECTION 6.12.120 "ANIMALS AT LARGE"; SECTION 6.12.150 "MANDATORY MICROCHIPPING OF DOGS AND CATS"; SECTION 6.14.020 "SANITATION OF PREMISES"; SECTION 6.14.030 "REMOVAL OF ANIMAL WASTE"; SECTION 6.14.050 "MANAGEMENT OF CAT POPULATION; PERMITTED ACTS"; SECTION 6.15.010 "DEFINITIONS"; AND SECTION 6.15.020 "BEHAVIOR PROHIBITED".

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Chapter 1.10 "Administrative Enforcement Provisions" of the Lodi Municipal Code is hereby amended to read as follows:

Chapter 1.10 - ADMINISTRATIVE ENFORCEMENT PROVISIONS

Article I. - Code Enforcement—Administrative Provisions

1.10.010 Declaration of purpose.

- A. The city council finds that the enforcement of the Lodi Municipal Code and applicable state codes throughout the city is an important public service. Code enforcement is vital to the protection of the public's health, safety, and quality of life. The city council recognizes that enforcement starts with the drafting of precise regulations that can be effectively applied in administrative enforcement hearings and judicial proceedings. After consideration of the recommendations of the community improvement division, the city council further finds that a comprehensive code enforcement system requires a variety of judicial remedies and administrative remedies to enforce violations of this code and applicable state codes. The city council also finds that there is a need to establish uniform procedures for administrative enforcement hearings conducted pursuant to this code. It is the purpose and intent of the city council to afford due process of law to any person who is directly affected by an administrative action. Due process of law includes: adequate notice, an opportunity to participate in the administrative hearing process and an adequate explanation of the reasons justifying the administrative action. These procedures are also intended to establish a forum to efficiently, expeditiously, and fairly resolve issues raised in any administrative enforcement action. The city attorney is authorized to develop policies and procedures relating to the qualifications, appointment, and compensation of hearing officers, hearing officer powers, hearing procedures, scope of the hearing, subpoena powers, and other matters relating to administrative enforcement hearings.

B. The procedures established in this chapter shall be in addition to criminal, civil, or other legal remedies established by law, which may be pursued to address violations of this code or applicable state codes and the use of this chapter shall be at the sole discretion of the city.

1.10.020 Definitions.

“Administrative citation” means a document issued by an ~~an~~ community improvement enforcement officer to a person violating the provisions of this code or applicable state code.

“Administrative order” means an order issued by an administrative hearing officer after a hearing requiring a responsible person to correct violations, abate a public nuisance, pay administrative fines, civil penalties, administrative costs, authorize the city to abate a public nuisance, assess a code enforcement lien, or take any other action as authorized or required by this code and applicable state codes.

“Assessment lien” means a lien recorded with the San Joaquin County recorder’s office for the purposes of collecting outstanding administrative citation fines, civil penalties, and administrative costs imposed as part of a cost recovery, administrative or judicial code enforcement action. It shall also mean the same as a code enforcement lien.

Code Enforcement Lien. See definition of “assessment lien.”

“~~Code Enforcement officer~~” means any City employee or agent of the City with the authority to enforce a provision of this code ~~a person authorized to enforce violations of the Lodi Municipal Code, adopted uniform codes, and applicable state codes within their city department’s jurisdiction.~~

“Director” shall include each of the directors of the following city departments: planning and community development, public works, parks, recreation and facilities, municipal utilities, finance, and the department of public safety and any of their designated agents or representatives within their jurisdiction.

“Hearing officer (or administrative hearing officer)” means any person appointed by the city attorney to preside over administrative hearings.

“Notice and order” means a document used in abatement actions and assessment of civil penalties involving serious code violations, which provide notice of municipal code, adopted uniform codes, or applicable state code violations and orders a responsible person to take certain steps to correct the violations within a definitive period of time. Civil penalties may also be imposed in conjunction with this notice.

“Notice of compliance” means a document issued by a director, which represents that a property has been brought into compliance with the criteria set forth under this code.

“Notice of satisfaction” means a document or form, which indicates that all outstanding civil penalties and costs have either been paid in full, or that the city has negotiated an agreed amount, or that a subsequent administrative or judicial decision has resolved the outstanding debt.

“Notice of violation” means a written notice, which informs a responsible person of code violations present on the subject property, lists the required compliance actions, and contains specific information as required by this code. The notice of violation may be recorded with the San Joaquin County recorder’s office.

“Owner” applied to a building or land, shall include any part owner, joint owner, tenant, tenant in common, joint tenant, of the whole or a part of such building or land.

“Person,” unless it otherwise appears from the context as used, includes any person, firm, association, organization, partnership, business trust, company, corporation, public agency, school district, the state of California, its political subdivisions and/or instrumentalities thereof or any other entity which is recognized by law as the subject of rights or duties.

“Property owner” means the record owner of real property as listed on the last equalized assessment roll maintained by the San Joaquin County assessor.

“Responsible person” means a person who a director determines is responsible for causing, permitting, or maintaining a public nuisance or a violation of the Lodi Municipal Code, adopted uniform codes, or applicable state codes. The term “responsible person” includes, but is not limited to, a property owner, tenant, person with a legal interest in the subject property, person in possession of the subject property, or person that exercises custody and control over the subject property.

“Shall” is mandatory and “may” is permissive. However, the use of the word “shall” in this chapter is not intended and shall not impose any mandatory duty to third parties by the city, its commissions, boards, officers, agents, or employees and is not intended and shall not impose any liability on the city, its commissions, boards, officers, agents, or employees.

.10.030 Administrative enforcement authority.

The community development director, ~~designated enforcement community improvement officers~~, the fire chief, and other city directors and/or their designated agents have the authority and powers necessary to determine whether a violation of this code or applicable state codes exists and the authority to take appropriate action to gain compliance with the provisions of this code or applicable state codes. These powers include the power to issue notices of violation, administrative citations, notices and orders, and civil penalties, the power to inspect public and private property, and use the administrative remedies which are available under this code, adopted uniform codes, or applicable state codes.

1.10.040 Authority to inspect.

A director, a community improvement officer, enforcement officer, or other duly authorized agent are authorized to enter upon any property or premises within the city to ascertain whether the provisions of this code or applicable state codes are being obeyed, and to make any examinations and surveys as may be necessary in the performance of their enforcement duties. These may include the taking of photographs, samples, or other physical evidence such as the use of a sound level measurement device to measure noise disturbances. All inspections, entries, examinations, and surveys shall be done in a reasonable manner. If an owner, occupant, or agent or other responsible person refuses permission to enter or inspect, the community improvement officer may seek an administrative inspection warrant pursuant to the procedures provided for in the California Code of Civil Procedure.

1.10.050 Code enforcement fees—Purpose.

A. The city council finds there is a need to recover costs incurred by the city in its code enforcement efforts including time spent by city personnel inspecting and reinspecting properties throughout the city, preparing and posting the various notices that are required under this code whenever a property is found to be in violation of a mandatory provision, processing a case file, towing inoperative vehicles, obtaining inspection warrants, and preparing for and appearing at administrative hearings, which procedures all become necessary when a responsible person fails to voluntarily correct code violations on his or her property. These additional code enforcement efforts are not usually undertaken or

employed until after a responsible person has failed to respond on a voluntary basis to notices and/or warnings from the city or volunteers.

- B. The city council further finds the assessment of fees for the services listed in subsection A of this section, are an appropriate method to recover costs incurred for the additional work that is undertaken by city staff when a responsible person fails to voluntarily correct code violations on his or her property in a timely manner. The assessment and collection of these code enforcement fees shall not preclude the imposition of, and shall be in addition to, any administrative or judicial civil penalties or fines for violations of this code or applicable state codes.

1.10.060 Assessment of reinspection fees.

Whenever an enforcement officer, community improvement officer and/or designated staff inspects, reinspects, processes a case file, prepares and posts a notice of intent to abate, a notice of violation, notice to vacate, notice and order of demolition, abandoned vehicle abatement notice, seeks and obtains an inspection warrant, prepares for and appears at an administrative hearing, or any other action as may be hereinafter designated by resolution of the city council, for which an action has been initiated to obtain compliance with this code or applicable state code, a director shall assess the appropriate code enforcement fee against the responsible person.

1.10.070 Amount of reinspection fees.

A code enforcement fee schedule shall be established and revised as necessary by the city council to reflect current costs. The code enforcement fee schedule shall be filed in the city clerk's office.

1.10.080 Code enforcement fees exemption.

No fee shall be charged if any of the following circumstances exist:

- A. A notice of compliance has been issued;
- B. It is determined that the previously identified responsible person has not caused the code violation; or
- C. The responsible person fully complies with any notice of violation or warning before the compliance reinspection deadline set by code enforcement staff.

1.10.090 Notification of assessment of reinspection fees.

- A. Where the assessment of code enforcement fees is authorized under this chapter, the director shall provide the responsible person with a written notice assessing code enforcement fees. The written assessment shall contain the following information: (1) the amount of fees charged; (2) the corresponding dates when code enforcement action took place; and (3) a deadline by which the code enforcement fee must be paid.
- B. Notification of the code enforcement fee assessment shall be provided to the responsible person by any of the means outlined in this chapter.
- C. Code enforcement fees may be assessed as part of any judicial or administrative enforcement action as provided for in this chapter.
- D. Code enforcement fees collected pursuant to this chapter shall not be duplicated in any other action to recover these identical costs.
- E. The failure of any responsible person to receive notice of the code enforcement fees shall not affect the validity of any fees imposed under this chapter.

1.10.100 Collection of reinspection fee.

The city shall collect the assessed code enforcement and late fees by the use of all appropriate legal means, including but not limited to: referral to the finance department for collection or assessment against the property.

Article II. Notice of Violation

1.10.110 Notice of violation—Procedures.

Whenever it is determined that a violation of this code, adopted uniform codes, or applicable state codes exists, the director, enforcement officer, the community improvement officer, or other duly authorized agent may issue a notice of violation to the responsible person(s). The notice of violation shall include the following information:

- A. The name of the responsible party;
- B. The name of the owner, if different from the responsible person;
- C. Street address of the property at issue;
- D. The code sections in violation;
- E. A description of the conditions which violates the applicable codes;
- F. A list of necessary corrections to bring the property into compliance;
- G. A deadline or specific date to correct the violations listed in the notice of violation; and
- H. A list of the potential consequences for failure to comply with the notice including, but not limited to: criminal prosecution, civil injunction, administrative abatement, administrative citations, civil penalties, revocation of permits, recordation of the notice of violation, and withholding of future municipal permits.

1.10.120 Service of notices.

Whenever any notice is required to be given under this code, the notice shall be served in the following manner unless a different procedure is specifically stated to apply:

- A. Personal service or certified mail, postage prepaid, return receipt requested. Simultaneously, the same notice shall be sent by regular mail to the responsible person. If a notice that is sent by certified mail is returned unsigned, then service shall be deemed effective pursuant to regular mail.
- B. Posting the notice conspicuously on or in front of the subject property.
- C. Mailings to the property owner shall be sent to the address listed in the last equalized assessment roll of the San Joaquin County assessor.
- D. In the event the responsible person is someone other than the property owner, a copy of the notice shall also be mailed to the property owner.

Service by certified or regular mail in the manner described above shall be effective on the date of mailing.

The failure of any person with an interest in the subject property to receive any notice served in accordance with this section shall not affect the validity of any proceedings taken under this chapter.

The notice requirements in this section do not apply to initial notices of violation, courtesy notices, which may be sent by regular mail. Service of a courtesy notice by regular mail is effective on the date of mailing.

1.10.130 Proof of notice.

Proof of giving any notice may be made by the certificate of any officer or employee of the city, or by affidavit of any person over the age of eighteen years, which shows service in conformity with this chapter, or other provisions of law applicable to the subject matter concerned.

1.10.140 Recordation of notices of violation—Purpose.

The city council finds that there is a need to give notice of pending enforcement actions to persons who may subsequently acquire the property as a means by which to ensure the violations will be corrected. An appropriate method to accomplish this is through the issuance and recordation of notices of violation. The procedures established in this chapter shall be in addition to criminal, civil, or any other remedy established by law, which may be pursued to address violations of this code or applicable state codes.

1.10.150 Procedures for recordation.

- A. Once a director has issued a notice of violation to a responsible person and the property remains in violation after the deadline established in the notice of violation, the director may record the notice of violation with the San Joaquin County recorder's office.
- B. Before recordation, a director shall provide to the responsible person a notice of intent to record stating that a notice of violation will be recorded unless a written request to appeal this action is received pursuant to the procedures outlined in this chapter. The letter shall be served in accordance with the methods set forth in this chapter.
- C. If a written request to appeal is not received within the time frame specified, the director may thereafter cause the notice of violation to be recorded, if the violations remain.
- D. The recorded notice of violation shall include the name of the property owner, the assessor's parcel number, the street address, the parcel's legal description, and a copy of the latest notice of violation.
- E. Any costs associated with recording or removal of the notice of violation may be assessed against the property as provided for in this chapter.

1.10.160 Service of notice of violation.

A copy of the recorded notice of violation shall be mailed to the responsible person and to the property owner and/or any other persons who have requested copies of such notices pursuant to any of the methods of service set forth in this chapter.

1.10.170 Procedures to appeal recordation.

- A. An appeal of the director's notice of intent to record the notice of violation shall follow the procedures set forth in this chapter.
- B. Upon receiving a written appeal, the director shall schedule a hearing pursuant to the procedures set forth in this chapter. The purpose of the hearing is for the responsible person or property owner to state any reasons why a notice of violation should not be recorded.

- C. The failure of any person to file an appeal in accordance with these provisions shall constitute a waiver of the right to an administrative hearing and shall not affect the validity of the recorded notice of violation.

1.10.180 Appeal hearing—Recordation of notice.

- A. At the appeal hearing, the hearing officer shall only consider evidence that is consistent with the city attorney's rules and procedures for administrative hearings, and that is relevant to the following issues:
 - 1. Whether the conditions listed in the notice of violation violate this code or applicable state codes; and
 - 2. Whether the director afforded the responsible person with due process by adhering to the notification procedures specified in this chapter.
- B. If the hearing officer affirms the director's decision, the director may proceed to record the notice of violation.
- C. If the hearing officer determines that recordation is improper, the hearing officer shall invalidate the director's decision to record the notice of violation.

1.10.190 Notice of compliance—Removal procedures.

- A. When the violations listed on the notice of violation have been corrected, the responsible person or property owner may file with the director a written request for a notice of compliance on a form provided by the city.
- B. Once the director receives this request, the director shall reinspect the property within ten days from receipt of the request to determine whether the violations listed in the notice of violation have been corrected and whether all necessary permits have been issued and final inspections have been performed.
- C. The director shall provide a notice of compliance to the responsible person or property owner if the director determines that:
 - 1. All violations listed in the recorded notice of violation have been corrected;
 - 2. All necessary permits have been issued and finalized;
 - 3. All administrative fines or civil penalties have been paid; and
 - 4. The party requesting the issuance of the notice of compliance has paid an administrative fee to reimburse the city for all administrative costs.
- D. Administrative costs may include costs incurred in the investigation, inspection, reinspection, title search, appeal hearing, and any other processing costs associated with the violations specified on the notice of violation.
- E. If the director denies a request to issue a notice of compliance, the director shall serve the requesting party, the responsible person, and the property owner with a written explanation within five days from the inspection setting forth the reasons for the denial. The written explanation shall be served by any of the methods of service listed in this chapter
- F. The director's decision denying a request to issue a notice of compliance constitutes the final decision in the matter and is not appealable.

1.10.200 Prohibition against issuance of municipal permits.

For properties where a notice of violation has been recorded, the city may withhold permits for repair, construction, and/or alteration on the affected property until a notice of compliance has been issued by the director. The city may not withhold permits, which are necessary to obtain a notice of compliance or which are necessary to correct serious health and safety violations.

1.10.210 Cancellation of recorded notice of violation.

The director shall record or cause to be recorded the notice of compliance with the San Joaquin County recorder's office. The recordation of the notice of compliance shall have the effect of canceling the recorded notice of violation.

Article III. Administrative Citations

1.10.220 Administrative citations—Authority.

- A. Any person violating any provisions of this code, adopted uniform codes, or applicable state code may be issued an administrative citation by an community improvement enforcement officer as provided in this chapter.
- B. Each and every day a violation of this code, adopted uniform codes, or applicable state code exists constitutes a separate and distinct offense.
- C. An administrative fine shall be assessed by means of an administrative citation issued by the community improvement enforcement officer and shall be payable directly to the city unless otherwise noted on the citation.
- D. Fines assessed by means of an administrative citation shall be collected in accordance with the procedures specified in this chapter.

1.10.230 Administrative citations—Procedures.

- A. Upon discovering any violation of this code, adopted uniform codes, or applicable state codes, an community improvement enforcement officer may issue an administrative citation to a responsible person in the manner prescribed in this chapter. The administrative citation shall be issued on a form approved by the city attorney.
- B. If the responsible person is a commercial business, the community improvement enforcement officer shall attempt to locate the business owner and issue the business owner an administrative citation. If the ~~code~~ enforcement officer can only locate the manager of the commercial business, the administrative citation may be given to the manager of the business. A copy of the administrative citation shall also be mailed to the business owner or responsible person in the manner prescribed in this chapter.
- C. The administrative citation shall be signed by the issuing ~~code~~ enforcement officer.
- D. Method of Service.
 - 1. Signature. Once the responsible person is located, the enforcement officer shall attempt to obtain the signature of that person on the administrative citation. However, if the responsible person refuses or fails to sign the administrative citation, it shall not affect the validity of the citation and subsequent proceedings.
 - 2. If the community improvement enforcement officer is unable to locate the responsible person, then the administrative citation shall be mailed to the responsible person in the manner prescribed in this chapter.

- 3. Posting. If no one can be located at the property, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy subsequently mailed to the responsible person in the manner prescribed by this chapter.
- E. A copy of the administrative citation shall thereafter be mailed to the responsible person and to the owner of the property if different from the responsible person in the manner prescribed by this chapter. The failure of any person with an interest in the property to receive notice shall not affect the validity of any proceedings taken under this chapter.

1.10.240 Contents of administrative citation.

Any administrative citation that is issued shall contain all of the following information:

- A. The date and location of the violations and the approximate time the violations were observed;
- B. The code sections violated and a brief description of how the sections are violated;
- C. Where appropriate, the action required to correct the violations;
- D. Set forth a deadline by which the violations must be corrected and the consequences of failing to comply;
- E. The amount of fine imposed for the violations, if any;
- F. An explanation as to how the fine shall be paid and the time period by which it shall be paid, and the consequences of failure to pay the fine; and
- G. Identify all rights and procedures of appeal.

1.10.250 Appeal of administrative citation.

An appeal from the issuance of an administrative citation shall follow the procedures set forth in this chapter.

1.10.260 Fines for administrative citations.

- A. If the responsible person fails to correct the violation, subsequent administrative citations may be issued for the same violations. The amount of the fine shall increase at a rate specified in subsection B of this section.
- B. The fines assessed for each administrative citation issued for the same violations shall be as follows:

1. First administrative citation	\$100.00
2. Second administrative citation	\$250.00
3. Third and subsequent administrative citation(s)	\$500.00

- C. Payment of the fine shall not excuse the failure to correct the violations nor shall it bar further enforcement action by the city.
- D. All fines assessed shall be payable to the city, unless otherwise directed on the citation.
- E. The community development director is authorized, under direction and upon approval of the city attorney, to establish policies and procedures for the certification, decertification, and conduct of the community awareness and responsibility education classes, to establish that persons receiving a fine under an administrative citation have the option of attending a certified community awareness and responsibility education class prior to the citation

becoming delinquent in lieu of paying the fine. A person may not use this option more than once in any twelve-month period.

- F. For all delinquent, unpaid administrative citation fines, there shall be a penalty imposed in the amount of ten percent of the citation fine amount and an additional one percent per month of the total amount of such fine for each month during the time that said fine remains unpaid after its delinquency date. The delinquency date for an administrative citation fine shall be sixty days following the imposition of the fine, or the appeal determination of the administrative hearing officer, whichever is later.

1.10.270 Failure to pay administrative citation fine.

The failure of any person to pay the fines assessed by an administrative citation within the time specified on the citation may result in the director referring the matter to the finance department or other designated agent for collection. Alternatively, the director shall pursue any other legal remedy to collect the fines including, but not limited to, those remedies provided in Title 1, Chapter 1.08 of this code.

1.10.280 Allocation of administrative citation fines.

Administrative fines collected pursuant to this article shall be deposited into the special revenue fund.

Article IV. Abatement

1.10.290 Abatements—Declaration of purpose.

The city council finds that it is necessary to establish appropriate procedures for the administrative and summary abatement of public nuisances and code violations. The procedures established in this chapter are in addition to any other legal remedy, criminal or civil, established by law which may be pursued to address violations of this code or applicable state codes. This chapter governs all other nuisance abatement procedures established in other chapters of this code unless other procedures are specifically stated to apply.

1.10.300 Authority.

Any condition caused, maintained, or permitted to exist in violation of any provisions of this code or an applicable state code, which constitutes a public nuisance, may be abated by the city pursuant to the procedures set forth in this article.

1.10.310 General procedures.

A. Abatement Notice.

1. Whenever the director determines that public or private property or any portion of public or private property is a public nuisance as generally defined in Section 15.30.030 or as declared in any other specific section of this code, including adopted uniform codes or applicable state codes, an abatement notice may be issued to the responsible person to abate the public nuisance.
2. The abatement notice shall contain a description of the subject property in general terms reasonably sufficient to identify the location of the property. It shall refer to specific sections of this code, adopted uniform codes, or applicable state code violations, which render the property a public nuisance.
3. The abatement notice shall describe the action required to abate the public nuisance, which may include, but is not limited to: corrections, repairs, demolition, removal,

obtaining the necessary permits, vacation of tenants or occupants, or other appropriate action and shall establish time frames by which each action must occur.

4. The abatement notice shall explain the consequences should the responsible person fail to comply with the terms of the notice.
 5. The abatement notice shall identify all applicable hearing and appeal rights.
- B. Service of Abatement Notice. The abatement notice shall be served by any of the methods of service listed in this chapter.

1.10.320 Abatement of a public nuisance by the city.

- A. Once the director follows the procedures set forth herein and the time for compliance has lapsed, if the violations remain, the nuisance conditions may be abated by city personnel or by a private contractor.
- B. City personnel or a private contractor can enter upon private property in a reasonable manner as provided by law to abate the nuisance conditions as specified in the abatement notice or abatement order.
- C. If the responsible person abates the nuisance conditions before the city performs the actual abatement pursuant to an abatement notice or abatement order, the director may still assess all costs incurred by the city against the responsible person pursuant to the procedures set forth herein.
- D. When abatement is completed, a report describing the work performed and an itemized account of the total abatement costs shall be prepared by the director. The report shall contain the names and addresses of the responsible persons of each parcel, the name and address of the property owner, if different from the responsible person, the tax assessor's parcel number, and a legal description of the property, if the responsible person is an owner.
- E. The director shall schedule a confirmation of costs hearing before an administrative hearing officer pursuant to the procedures set forth in this chapter, unless waived in writing by all responsible persons.
- F. All administrative and actual costs incurred by the city in abating the violations may be assessed and recovered against the responsible person pursuant to the provisions set forth in this chapter.

1.10.330 Summary abatement.

This article governs the procedures relating to summary abatement of public nuisances.

1.10.340 Authority.

Whenever the director determines that an imminent health and safety hazard exists that requires immediate correction or elimination, the director may exercise the following powers without prior notice to the responsible person:

- A. Order the immediate vacation of any tenants and prohibit occupancy of the subject property until all repairs are completed;
- B. Post the premises as unsafe, substandard, or dangerous;
- C. Board, fence, or secure the building or site;
- D. Raze and grade that portion of the premises or site to prevent further collapse and remove any hazard to the general public;

- E. Make any minimal emergency repairs as necessary to eliminate any imminent health and safety hazard; or
- F. Take any other action as appropriate under the circumstances.

1.10.350 Procedures.

- A. The director shall pursue only the minimum level of correction or abatement as necessary to eliminate the immediacy of the hazard. Costs incurred by the city during the summary abatement process shall be assessed, collected, and recovered against the responsible person through the procedures outlined in this chapter.
- B. The director may also pursue any other administrative or judicial remedy established by law to abate any remaining public nuisance.

Article V. Administrative Penalties

1.10.360 Declaration of purpose.

The city council finds that there is a need for an alternative method of enforcement for enforcing more serious violations of this code, adopted uniform codes, and applicable state codes. The city council further finds that the assessment of civil penalties through an administrative hearing procedure for code violations is a necessary alternative method of code enforcement. The administrative assessment of civil penalties is in addition to any other administrative or judicial remedy established by law, which may be pursued by the city to address serious violations of this code, adopted uniform codes, or applicable state codes.

1.10.370 Authority.

- A. Any person violating any provision of this code, adopted uniform codes, or applicable state code may be subject to the assessment of civil penalties pursuant to the administrative procedures provided in this chapter.
- B. Each and every day a violation of any provision of this code or applicable state code exists constitutes a separate and distinct violation.
- C. Civil penalties may be directly assessed in conjunction with a notice and order issued by the director, or affirmed by a hearing officer. Civil penalties assessed shall be collected in accordance with the procedures specified in this chapter.
- D. Civil penalties for violations of any provision of this code, adopted uniform codes, or applicable state codes shall be assessed at a daily rate determined by the director or hearing officer pursuant to the criteria listed in this chapter. Except as authorized pursuant to state and federal laws, the maximum civil penalty shall be one thousand dollars per violation per day with the maximum amount of civil penalties not exceeding one hundred thousand dollars per parcel or structure for any related series of violations occurring within the twelve-month period immediately preceeding the latest violation.

1.10.380 Procedures—Issuance of notice and order.

- A. Whenever the director determines that a violation of one or more provisions of this code, adopted uniform codes, or applicable state codes has occurred or continues to exist, a civil penalty may be issued in conjunction with a notice and order to the responsible person.
- B. The notice and order shall refer to all code sections violated and describe how each section is or has been violated.
- C. The notice and order shall refer to the dates and locations of the violations.

- D. The notice and order shall address the action required to correct the outstanding violations and establish time frames for completion.
- E. The notice and order shall establish a daily amount of civil penalties. The director shall determine the daily amount of civil penalties pursuant to the criteria in set forth in this article.
- F. The notice and order shall identify a date when the civil penalties began to accrue and a date when the assessment of civil penalties ended, unless the violation is continuous. In the case of a continuous violation, there shall be an ongoing assessment of penalties at the daily rate established in the notice and order until the violations are corrected.
- G. If a director determines that the violations are continuing, the notice and order shall demand that the responsible person cease and desist from further action causing the violations, or take affirmative action to cease from maintaining or permitting the violation to exist, and commence and complete all action to correct the outstanding violations under the guidance of the appropriate city departments.
- H. The notice and order shall enumerate any other consequences should the responsible person fail to comply with the terms and deadlines as prescribed in the notice and order.
- I. The notice and order shall identify appropriate hearing procedures as required by this chapter.
- J. The notice and order shall be served upon the responsible person by any one of the methods of service listed in this chapter.
- K. The notice and order shall identify the factors used by the director in determining the duration and the daily amount of civil penalties.
- L. More than one notice and order may be issued against the same responsible person if it encompasses either different dates or different violations.

1.10.390 Determination of civil penalties.

- A. In determining the date when civil penalties started to accrue, a director may consider the date when the department first discovered the violations as evidenced by the issuance of a notice of violation or any other written correspondence.
- B. The assessment of civil penalties shall end when all action required by the notice and order has been completed.
- C. In determining the amount of the civil penalty to be assessed on a daily rate, the director may consider some or all of the following factors:
 - 1. The duration of the violation;
 - 2. The frequency or recurrence of the violation;
 - 3. The seriousness of the violation;
 - 4. The history of the violation;
 - 5. The responsible person's conduct after issuance of the notice and order;
 - 6. The good faith effort by the responsible person to comply;
 - 7. The economic impact of the penalty on the responsible person;
 - 8. The impact of the violation upon the community;
 - 9. Any other factors that justice may require.

1.10.400 Recovery of civil penalties

The director may collect all civil penalties and related administrative costs by the use of all appropriate legal means, including, but not limited to, the recordation of a code enforcement lien pursuant to the procedures set forth in this chapter. If unable to collect the obligation, the director may refer the obligation to the city attorney to file a court action to recover these penalties and costs.

1.10.410 Cancellation of code enforcement lien.

Once payment in full is received for the outstanding civil penalties and costs or the amount is deemed satisfied pursuant to a subsequent administrative or judicial order, the director shall, within ten days from the date payment is made or decision is final, record a notice of satisfaction with the San Joaquin County recorder’s office. The notice of satisfaction shall include the same information as provided for in the original code enforcement lien. Such notice of satisfaction shall cancel the code enforcement lien.

1.10.420 Administrative costs.

The director or hearing officer is authorized to assess any reasonable administrative costs. Administrative costs may include scheduling and processing of the hearing and all subsequent actions.

1.10.430 Failure to comply with notice and order.

The director shall request the city attorney to appoint a hearing officer and the director shall establish a date, time, and place for the civil penalties hearing in accordance with this chapter when the responsible person fails to comply with the terms of the notice and order. Failure to comply includes failure to pay the assessed civil penalties, failure to commence and complete corrections by the established deadlines, or failure to refrain from continuing violations of this code, adopted uniform codes, or applicable state codes.

1.10.440 Civil penalties hearing.

- A. The procedures for the civil penalties hearing are the same as the hearing procedures set forth in this chapter.
- B. The hearing officer shall only consider evidence that is relevant to the following issues: (1) whether the responsible person has caused or maintained a violation of this code or applicable state code that existed on the dates specified in the notice and order; and (2) whether the amount of civil penalties assessed by the director pursuant to the procedures and criteria outlined in this chapter was reasonable.

Article VI. Administrative Hearings

1.10.450 Administrative hearing procedures.

These sections establish the procedures for the use of administrative hearing officers and the procedures governing administrative hearings.

- A. Qualifications of Administrative Hearing Officer. The city attorney shall promulgate rules and procedures as are necessary to establish a list of qualified persons who are capable of acting on behalf of the city as hearing officers.

- B. Appointment of Administrative Hearing Officer. Hearing officers presiding at administrative hearings shall be appointed by the city attorney and compensated by the city. The city attorney shall develop policies and procedures relating to the appointment and compensation of hearing officers.
- C. Disqualification of Hearing Officer. Any person designated to serve as a hearing officer is subject to disqualification for bias, prejudice, interest, or for any other reason for which a judge may be disqualified in a court of law. Rules and procedures for the disqualification of a hearing officer shall be promulgated by the city attorney.
- D. Powers of Hearing Officer.
 - 1. The hearing officer may continue a hearing based on good cause shown by one of the parties to the hearing or if the hearing officer independently determines that due process has not been adequately afforded.
 - 2. The hearing officer, upon receipt of a written request which is submitted no later than five days before the hearing, shall subpoena witnesses, documents, and other evidence where the attendance of the witness or the admission of evidence is deemed necessary to decide the issues at the hearing. All costs related to the subpoena, including witness and mileage fees shall be borne by the party requesting the subpoena. The city attorney shall develop policies and procedures relating to the issuance of subpoenas in administrative hearings, including the form of the subpoena and related costs.
 - 3. The hearing officer has continuing jurisdiction over the subject matter of an administrative hearing for the purposes of granting a continuance, ensuring compliance with an administrative order, modifying an administrative order, or where extraordinary circumstances exist granting a new hearing.
 - 4. The hearing officer has the authority to require the responsible person to post a code enforcement performance bond to ensure compliance with an administrative order.
- E. Failure to Obey Subpoena. It is unlawful for any person to refuse to obey a subpoena issued by a hearing officer.

1.10.460 Procedures for requesting an appeals hearing.

- A. A person served with one of the following documents, order or notices may file an appeal within ten calendar days from the service of the notice:
 - 1. Any civil penalty notice and order issued;
 - 2. An administrative citation issued pursuant to this chapter;
 - 3. An application for a waiver of fees.
- B. The appeal shall be made in writing stating the grounds for the appeal and filed with the director on or before the tenth day after service.

1.10.470 Procedures for notification of administrative hearing.

- A. Where an administrative remedy or proceeding provides for an appeal procedure, the director shall request the city attorney to appoint a hearing officer and to schedule a day, time, and a place for the hearing.

- B. Written notice of the time and place of the hearing shall be served at least ten calendar days prior to the date of the hearing to the responsible person.
- C. The format and contents of the hearing notice shall be in accordance with rules and policies promulgated by the city attorney.
- D. The notice of hearing shall be served by any of the methods of service listed in this chapter.

1.10.480 Procedures at administrative hearing.

- A. Administrative hearings are intended to be informal in nature. Formal rules of evidence and discovery do not apply. The procedure and format of the administrative hearing shall follow the procedures promulgated by the city attorney.
- B. The city bears the burden of proof at an administrative hearing to establish the existence of a violation of this code, adopted uniform codes, or applicable state codes.
- C. The standard of proof to be used by the hearing officer in deciding the issues at an administrative hearing is by a preponderance of the evidence.
- D. Each party shall have the opportunity to cross-examine witnesses and present evidence in support of his case.

1.10.490 Failure to attend administrative hearing.

Any responsible person who requests a hearing or whose actions are the subject of an administrative hearing and who fails to appear at the hearing is deemed to waive the right to a hearing and the adjudication of the issues related to the hearing, provided that the hearing was properly noticed.

1.10.500 Administrative order.

- A. The decision of the hearing officer shall be entitled "Administrative Order" and shall be issued in accordance with this chapter and the rules and procedures promulgated by the city attorney.
- B. Once all evidence and testimony are completed, the hearing officer shall issue an administrative order, which affirms, modifies, or rejects the director's action. In the case of a notice and order of civil penalty, the administrative order may affirm, modify, or reject the daily rate or duration of the civil penalties depending upon the review of the evidence and may increase or decrease the total amount of civil penalties and costs assessed.
- C. The hearing officer may issue an administrative order that requires the responsible person to cease from violating this code, adopted uniform codes, or applicable state codes and to make necessary corrections within a specific time frame.
- D. As part of the administrative order, the hearing officer may establish specific deadlines for the payment of penalties and costs and condition the total or partial assessment of civil penalties on the responsible person's ability to complete compliance by specified deadlines.
- E. The hearing officer may issue an administrative order, which imposes additional civil penalties that will continue to be assessed until the responsible person complies with the hearing officer's decision and corrects the violation.

- F. The hearing officer may schedule subsequent review hearings as may be necessary or as requested by a party to the hearing to ensure compliance with the administrative order.
- G. The administrative order shall become final on the date of service of the order.
- H. The administrative order shall be served on all parties by any one of the methods listed in this chapter.

1.10.510 Judicial review.

Once an administrative order becomes final as provided in this chapter, the time in which judicial review of the order must be sought shall be governed by California Code of Civil Procedure Section 1094.6 or as may be amended hereafter.

1.10.520 Failure to comply with the administrative order misdemeanor.

- A. After the hearing officer issues an administrative order, the director shall monitor the violations and determine compliance.
- B. Upon the failure of the responsible person to comply with the terms and deadlines set forth in the administrative order, the director may use all appropriate legal means to recover the civil penalties, administrative costs, and obtain compliance with the administrative order, including seeking an injunction.
- C. Failure to comply with an administrative order constitutes a misdemeanor.

Section 2. Lodi Municipal Code Section 6.04.030 "Redemption of impounded animals." is hereby amended to read as follows:

Section 6.04.030 - Redemption of impounded animals.

A. Licensed Animals. The owner or person having custody or control of an animal licensed pursuant to this title that is impounded may redeem said animal upon submission of proof that the animal is microchipped with current information on the owner reclaiming the animal, or in the event the animal must beis not microchipped, the animal must be microchipped with ~~and current owner information provided prior to redemption of the animal,~~ and payment of a redemption fee, and any other applicable fees or charges as may be established from time to time by resolution of the city council.

B. Unlicensed Animals. The owner or persons having custody or control of any unlicensed animal, not otherwise prohibited by this title, that is impounded may redeem said animal upon submission of proof that the animal is microchipped with current information on the owner reclaiming the animal, or in the event the animal must beis not microchipped, and the animal must be microchipped with current owner information provided prior to redemption of the animal, and payment of the annual license fee, the redemption fee, any other applicable fees or charges, and by obtaining any necessary anti-rabies vaccinations. The annual license fee, redemption fee, and other fees or charges shall be established from time to time by resolution of the city council.

C. Out-of-Town Animals. The owner or persons having custody of an out-of-town animal taken up and impounded may redeem within four business days, not including the day of impoundment, Sundays or holidays, upon submission of proof that the animal is microchipped

with current information on the owner reclaiming the animal, or in the event the animal is not microchipped, the animal must be microchipped and with current owner information provided prior to redemption of the animal, along with any necessary anti-rabies vaccinations, and payment of a redemption fee, and any other applicable fees or charges, in such amounts established from time to time by resolution of the city council.

D. If the owner or person having custody or control of an animal impounded pursuant to this title contests any fee charged pursuant to this chapter, such person may redeem the animal only by paying the applicable fee or fees. After redemption of said animal, the person protesting the fees imposed may appeal the imposition of said fees by letter to the chief of police. The decision of the chief of police shall be final.

Section 3. Lodi Municipal Code Chapter 6.08 "Prohibited Animals" is hereby amended to read as follows:

Chapter 6.08 PROHIBITED ANIMALS

Sections:

- 6.08.010 Definitions.
- 6.08.020 Livestock prohibited.
- 6.08.030 Wild animals prohibited.
- 6.08.040 Domesticated animals – Number permitted.
- 6.08.050 Determination of age of animal.
- 6.08.060 Prohibited animal feeding.
- 6.08.070 Enforcement of violations.

Section 6.08.010 - Definitions

A. "Chipping" means the injection of a microchip below the skin of an animal by a veterinarian, registered veterinary technician, or other qualified staff.

B. "Community cat" means any feral or free roaming cat that may or may not have an owner.

A.C. "Domesticated animals" means those nonferal animals commonly kept as household pets and includes:

1. Dogs (canis familiaris);
2. Cats (felis catus);
3. Reptiles such as lizards or nonpoisonous snakes under six feet in length; and
4. Rabbits.

D. "Feral Cat" means a non-domesticated cat or one which has reverted from its domesticated state into an unstable condition being unsociable, untamed, and living as a wild animal.

B.E. "Livestock" means those animals commonly kept for commercial purposes, including, but not limited to:

1. Horses, mules, burros or jacks;

2. Turkeys, guinea hens, peacocks, roosters or similar fowl;
3. Bulls, cows, hogs, pigs, goats, sheep and llamas.

F. “TNR” shall mean trap, neuter, and return.

C.G. “TNR program” shall mean a program in which feral and community cats are humanely trapped by the public or colony caretakers and brought to a veterinarian facility that is licensed by the State to be sterilized, vaccinated against rabies, and ear tipped. The cat is then returned to the location that is their original location.

D.H. “Wild animals” means those feral animals, not commonly kept as household pets, including but not limited to:

1. The following members of the class mammalian:
 - a. Order carnivora, except the domestic dog (*canis familiaris*) and the domestic cat (*felis catus*), but including, but not limited to, the family Felidae (such as ocelots, margays and cougars) and family Canidae (such as wolves, wolf hybrids, coyotes and jackals); and
 - b. Order Columbidae (such as doves and pigeons) unless registered with a homing pigeon club-California Government Code Section 65852.6; and
 - c. Order Marsupialia (such as kangaroos and opossums); and
 - d. Order Chiroptera (bats); and
 - e. Order Primata (such as monkeys, chimpanzees and gorillas); and
2. Reptiles that are poisonous or in excess of six feet in length or thirty pounds in weight; and
3. Any nondomestic species when kept, maintained or harbored in such numbers or in such a manner as to constitute the likelihood of danger to themselves, to human beings or to the property of human beings.

6.08.020 Livestock prohibited.

It is unlawful to harbor, keep or have within the city any livestock as defined in Section 6.08.010 (B), with the exception of poultry animals, as set forth in Section 6.08.025 of this Chapter. It is unlawful to slaughter livestock within City limits.

6.08.025 Certain poultry animals permitted.

The total number of poultry animals allowed shall not exceed five in number on any one residential lot, with no more than two of those animals being ducks. Poultry animals may be kept purely for home consumption and not for commercial purposes, subject to the provisions of this Code. Permissible poultry animals include female chicken hens, ducks, and quail. Male poultry animals are prohibited.

A. Feed for poultry animals shall be contained and enclosed so as not to attract rodents, insects, and other vermin.

B. Poultry animals shall be kept in the rear yard of residential units and not permitted in the front yard.

C. Poultry animals shall be kept in fenced areas, cages or coops that are sufficiently adequate to prevent the poultry animals from escaping from the property and to prevent wildlife

predators from gaining entry. Poultry animals must be secured at night in a predator-proof enclosure, cage or coop, to protect from dogs, coyotes, raccoons or other predators.

D. It is unlawful to slaughter poultry animals within City limits.

6.08.030 Wild animals prohibited.

It is unlawful to harbor, keep or have within the city any wild animal.

6.08.040 Domesticated animals—Number permitted.

A. It is unlawful to harbor, keep or have within a single household within the city more than five domesticated animals in excess of four months of age in any combination thereof, except in a licensed business, where permitted in a particular district as provided by Title 17 of this code.

B. It is unlawful to harbor, keep or have within a single household within the city more than one litter of puppies or kittens during any twelve-month period, except in a licensed business, where permitted in a particular district as provided by Title 17 of this code.

6.08.050 Determination of age of animal.

If there is any dispute as to the age of any domesticated animal, in the absence of any affidavit or sworn testimony from a person who has personal knowledge of the date of birth, a determination made by the animal control officer is conclusively presumed to be correct.

6.08.060 Prohibited animal feeding.

A. It shall be unlawful for any person to create a public nuisance by free feeding any wild animals including feral cats.

B. It shall be unlawful for any person to make available more food supply than is reasonably adequate for the number of legally allowed domesticated cats the person may own.

C. This section shall not apply to persons to who qualify for a TNR program adopted by the City to reduce the feral cat population.

6.08.070 Enforcement of violations.

A violation of this chapter shall be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 4. Lodi Municipal Code Section 6.12.010 “License-Required” is hereby amended to read as follows:

Section 6.12.010 – License-Required

A. It is unlawful for any person to harbor, keep or have any dog or cat excluding community and feral cats in excess of four months of age within the city unless the person owning or having

custody or control of the dog or cat shall have secured a license to keep the dog or cat, obtained by licensing the dog or cat pursuant to this chapter.

B. A violation of this section shall be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 5. Lodi Municipal Code Section 6.12.060 "Vaccination—Required—Certificate—Exceptions" is hereby amended to read as follows:

6.12.060 - Vaccination—Required—Certificate—Exceptions.

A. The person owning or having custody or control of a dog or cat over the age of four months shall at such intervals of time as may be prescribed by the State Department of Public Health, procure its vaccination by a licensed veterinarian with the anti-rabies vaccine approved by and in a manner prescribed by the State Department of Public Health.

B. No license to keep a dog or cat shall be issued for any dog or cat, which has attained the age of four months or over, unless a valid, official certificate of vaccination with anti-rabies vaccine is presented with the specified license fee. Such certificate of vaccination, signed by a licensed veterinarian, shall indicate the date of vaccination and the type of vaccine used. The certificate shall be accepted as valid if the certificate does not expire within the first six-month period for which the license is to be issued.

C. The provisions of Section 6.12.060 (A) and (B) shall not apply when the person owning or having custody or control of the dog or cat presents to the animal shelter a certificate from a licensed veterinarian certifying that the dog or cat cannot be vaccinated as required by this code without causing physical injury or the death of the dog or cat.

~~C.D.~~ A violation of this section shall be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 6. Lodi Municipal Code Section 6.12.070 "Business of breeding or raising" is hereby amended to read as follows:

Section 6.12.070 - Business of breeding or raising.

A. Any person who is engaged in the business of breeding or raising dogs or cats that produce offspring for sale or transfer ("breeder") shall obtain a business tax certificate and pay a tax as set by resolution of the city council, subject to the requirements and exemptions set forth in Title 3 Revenue and Tax of the Lodi Municipal Code.

B. Any breeder shall be allowed the whelping of ~~up to two~~ single (1) litters for each breeding animal (dog or cat) within any twelve-month period. A litter is ~~the any live~~ offspring produced at one (1) birth of a dog or cat ~~from the same mother~~.

C. At no time shall the breeder be allowed to maintain more than four (4) breeding animals of any variety (dogs or cats) within any business or household; nor shall the breeder whelp more than two (2) animals during the same breeding period (a breeding period is from whelping until the offspring are eight (8) weeks of age).

D. No puppies or kittens may be sold, adopted, bartered, gifted or otherwise transferred, until it has reached the age of at least eight (8) weeks, unless the transfer of a puppy or kitten less than eight (8) weeks old is authorized in writing by a licensed California veterinarian in accordance with State law.

E. The breeder selling or otherwise transferring a dog or cat, shall maintain written records for each dog or cat sold or transferred for a period of three (3) years, including a bill of sale with the name, address and telephone number of the animal's new owner.

F. Breeders are subject to reasonable inspections of the breeding premises to ensure that state health or safety laws and city ordinances relating to the keeping and care of animals are met.

Section 7. Lodi Municipal Code Section 6.12.110 "Animal Noise" is hereby amended to read as follows:

6.12.110 – Animal Noise.

No person shall keep or permit to remain in any premises within the city any animal which continuously and incessantly produces noise at any time during the day or night to the disturbance of any other person. "Continuous and incessant noise" means producing noise for an aggregate period of ten minutes or more duration during any one-hour period which disturbs the peace of another person, including barking, howling, crying, baying, squealing or making any other noise, provided that at the time of the complaint, no person or persons were trespassing or threatening to trespass upon the private property of the owner or person in custody or control of the animal, or the animal was not being teased or provoked in any manner. A violation of this section shall be subject to enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 8. Lodi Municipal Code Section 6.12.120 "Animals at large" is hereby amended to read as follows:

6.12.120 – Animals at large.

A. No person owning any dog or other domesticated animal, excluding community and feral cats and service animals unleashed for medical reasons, as defined herein or having the care, custody, control or possession of any such animal shall, except as provided in Section 12.12.020(B) of this code, suffer, allow or permit such animal to run, be or remain at large on any public street, road, alley, park, square or other public place, or upon any private property other than the property of the owner or custodian of such animal without the consent of the owner of such property within the corporate limits of the city. Except as provided in subsection C of this section, all animals are "running at large" within the meaning of this section unless tied, restrained by chain, strap or cord not exceeding six feet in length attached to their collars and actually held by some person or tied or restrained in an automobile or other vehicle, or unless staked or fastened or kept securely in an enclosure upon the property of the owner or person in control of said dog. A dog is not "kept securely in an enclosure" within the meaning of this section when said dog has exhibited the ability to escape from that enclosure.

B. No person shall permit a female dog or cat, excluding community and feral cats, during the period when the dog or cat is in heat or breeding condition, to be outside a house, garage, building, closed structure or secure enclosure except for purpose of exercising and while under strict control of the owner.

C. No person owning or having the care, custody, control or possession of any cat, excluding community and feral cats, shall suffer, allow or permit such cat to run at large beyond the boundaries of the property upon or within which such cat is kept.

D. When not in an enclosed area, any dog, cat or other domesticated animal, excluding community and feral cats, must be in the immediate presence, control or supervision of the person owning, or having the care, custody or possession of said animal or be restrained.

E. A violation of this section shall be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 9. Lodi Municipal Code Chapter 6.12 “Dogs and Cats” is hereby amended to add Section 6.12.150 “Mandatory Microchipping of Dogs and Cats” as follows:

6.12.150 - Mandatory Microchipping of Dogs and Cats.

A. All dogs and cats over the age of three (3) months must be implanted with an identifying microchip. The owner or custodian is required to provide the microchip number to animal services, and shall notify animal services of any change of ownership of the dog or cat, or any change of address or telephone number. Nothing in this section supersedes, eliminates, or alters the requirements of sections 6.12.010 – 6.12.030, and any other licensing requirements of this chapter.

B. Exemptions. The mandatory microchipping requirements shall not apply to any of the following:

1. A dog or cat with a high likelihood of suffering serious bodily injury, if implanted with the microchip identification, due to the health conditions of the animal. The owner or custodian must obtain written confirmation of that fact from a California licensed veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, which date must be stated in the written confirmation.

2. A dog or cat which would be impaired of its athletic ability or performance if implanted with the microchip identification. The owner or custodian must obtain written confirmation of that fact from a California licensed veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, which date must be stated in the written confirmation.

C. Transfer, sale of dogs and cats.

1. An owner or custodian who offers any dog, over the age of three (3) months, for sale, trade, or adoption must provide the microchip identification number and the valid dog license number with the offer of sale, trade or adoption. The license and microchip numbers must appear on a document transferring the dog to the new owner. The owner or custodian shall also advise animal services of the name and address of the new

owner or custodian in accordance with subdivision (A) of this section. An owner or custodian who offers any dog, over the age of three (3) months, for sale, trade, or adoption and fails to provide animal services with the name and address of the new owner, is in violation of this chapter and shall be subject to the penalties set forth herein.

2. An owner or custodian who offers any cat, over the age of three (3) months, for sale, trade, or adoption must provide the microchip identification number with the offer of sale, trade or adoption. The microchip numbers must appear on a document transferring the cat to the new owner. The owner or custodian shall also advise animal services of the name and address of the new owner or custodian in accordance with subdivision (A) of this section. An owner or custodian who offers any cat, over the age of three (3) months, for sale, trade, or adoption and fails to provide animal services with the name and address of the new owner, is in violation of this chapter and shall be subject to the penalties set forth herein.

3. When a puppy or kitten under the age of three (3) months implanted with microchip identification is sold or otherwise transferred to another person, the owner or custodian shall advise animal services of the name and address of the new owner or custodian, and the microchip number of the puppy or kitten within ten days after the transfer. If it is discovered that an owner or custodian has failed to provide animal services with the name and address of the new owner and the microchip number of the puppy or kitten, the owner or custodian shall be subject to the penalties set forth in this chapter.

D. When an impounded dog or cat is without microchip identification, in addition to satisfying applicable requirements for the release of the animal, including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

1. Have the dog or cat implanted with a department microchip by a department registered veterinarian technician or veterinarian or designated personnel at the expense of the owner or custodian;

2. At the discretion of the Director, the dog or cat may be released to the owner or custodian if he or she signs a statement under penalty of perjury, representing that the dog or cat will be implanted with a microchip and that he or she will submit a statement within ten days or less, of the release, signed by a California licensed veterinarian, confirming that the dog or cat has been so implanted and provide the microchip number to animal services or allow animal services to scan the dog or cat for the microchip to verify.

E. Fees for microchip identification device. The fee for an identifying microchip device shall be included in the cost of adoption when adopting a dog or cat from a City of Lodi animal shelter. The fee for an identifying microchip device shall be the amount set forth in per animal for all other animals. If an animal has already been implanted with an identifying microchip device by some other facility, there will be no fee to have the identification microchip number entered into animal services' registry as required by subdivision (A) of this section.

F. Penalties. A violation of this section shall either be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

—Allocation of fees and fines collected. All costs, fees, and fines collected under this section shall be paid to animal services for the purpose of defraying the cost of the implementation and enforcement of this program and for low-cost microchipping programs administered by animal services.

A.—

B-G.

Section 10. Lodi Municipal Code Section 6.14.020 “Sanitation of premises” is hereby amended to read as follows:

6.14.020 – Sanitation of premises.

A. It is unlawful for any person, at any time, to maintain any lot or other premises, or any portion thereof in the city, upon which an animal is kept, in an unsanitary condition. No person shall maintain any such lot or premises, or portion thereof upon which an animal is kept, in such condition as to be infested with flies or insects or to create any noxious or offensive odors.

B. It is unlawful for any person owning or having charge, care, control or custody of any animal to allow animal waste or fecal matter produced by said animal to accumulate or remain on the ground or about the premises or property for more than three calendar days without said animal waste or fecal matter being placed in an airtight bag or other container and removed from the property within seven calendar days.

C. Notwithstanding the above, any person owning or having charge, care, control or custody of any animal shall at all times prevent urine and/or feces odors of said animal’s waste from hindering, hampering, impeding, interfering with, infringing upon, or detracting from another person’s enjoyment of their real or personal property.

D. A violation of this section shall either be an infraction or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.

Section 11. Lodi Municipal Code Section 6.14.030 “Removal of animal waste” is hereby amended to read as follows:

6.14.030 – Removal of animal waste.

A. It is unlawful for the owner or any person having custody of any dog, cat or other domesticated animal, referred to as “animal” in this section, to fail to immediately remove and dispose of any feces deposited by the animal on either public property or on private property not under the control of such person. Disposal shall be by placing the feces in a closed or sealed container and depositing the container in a trash receptacle.

B. Persons having custody or control of such animals in a public place or private property not under such person’s control shall have in their possession a suitable wrapper, bag or container for the purpose of complying with this section’s requirements. Failure to have the wrapper, bag or container while with the animal in such designated places shall constitute a violation of this section.

C. This section shall not apply to a physically disabled person who has custody or control of a guide or service dog.

D. A violation of this section ~~is shall either be an infraction- or subject to the enforcement and penalty provisions set forth in Chapter 1.10 of this code.~~

Section 12. Lodi Municipal Code Chapter 6.14 “is hereby amended to add Section 6.14.050 “Management of Cat Population; Permitted Acts” as follows:

Section 6.14.050 - Management of Cat Population; Permitted Acts.

A. Definitions.

1. “Community cat” shall mean a cat whose needs are indirectly supplied by humans. Community cats may live in a shelter provided by human habitation (e.g., industrial sites or farm sheds), or be free-roaming within a community. Their temperament may vary from skittish to friendly, and may have many caregivers. Community cats may acquire much of their food by scavenging (e.g., rubbish tip sites, feeding by residents).

2. “Eartipping” shall mean the removal of the distal one-quarter of a community cat’s left ear, which is approximately 3/8-inch, or 1 cm, in an adult and proportionally smaller in a kitten. This procedure is performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian. Eartips are designed to identify a community cat as being sterilized and lawfully vaccinated for rabies.

3. “Feral cat” shall mean a cat without owner identification of any kind whose usual and consistent temperament is extreme fear and resistance to contact with people. A feral cat is not socialized to people.

4. “Feral cat colony” or “colony” shall mean a group of cats that congregate more or less together as a unit, and although not every cat in a colony may be feral, any cats that congregate with a colony shall be deemed to be part of it.

5. “Feral cat colony caretaker” or “colony caretaker” shall mean any person who provides food, water, shelter, and humanely traps cats within the colony.

6. “Owner” means a person who owns, possesses, harbors, or controls an animal. In the case of a minor, the parents or guardians of the minor shall be deemed the owner. All adults residing at the same property address shall be presumed to be the owner of any animal owned, possessed, harbored, or controlled on the property.

7. “Ownership” means any person, keeping, harboring, controlling, having custody of, or possessing one (1) or more free roaming cats for a period of not less than seventy-two (72) hours.

8. “TNR” shall mean trap, neuter, and return.

9. “TNR program” shall mean a program in which feral and community cats are humanely trapped by the public or colony caretakers and brought to a veterinarian facility that is licensed by the State to be sterilized, vaccinated against rabies, and ear

tipped. The cat is then returned to the location that is their original location in accordance with this chapter.

B. Permitted Acts. The following actions shall be permitted in the City of Lodi as part of Trap-Neuter-Return (TNR) Program:

1. Trapping, for the sole purpose of sterilizing, vaccinating for rabies, and eartipping community cats and feral cats, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, where applicable.

2. An eartipped cat received by local shelters will be returned to the location where trapped unless veterinary care is required. A trapped eartipped cat will be released on site unless veterinary care is required.

3. Community cat caregivers and colony caretakers are empowered to reclaim impounded community cats and feral cats without proof of ownership solely for the purpose of carrying out Trap-Neuter-Return and/or returning eartipped cats to their original locations.

4. A person who returns a community cat or feral cat to its original location while conducting Trap-Neuter-Return is not deemed to have abandoned the cat.

A-C. Trap-Neuter-Return shall be the preferred disposition for impounded community cats and feral cats. Animal control and the local shelter are authorized and encouraged to conduct Trap-Neuter-Return or to direct impounded community cats and feral cats to a Trap-Neuter-Return program.

Section 13. Lodi Municipal Code Section 6.15.010 "Definitions" is hereby amended to read as follows:

6.15.010 - Definitions.

- A. "Animal section" means that section of the Lodi Police Department designated by the chief of police as being responsible for animal control and/or services within the city.
- B. "Enclosure" means a fence or structure suitable to prevent the entry of young children, and which is suitable to confine a potentially dangerous dog or vicious dog. The enclosure shall be securely locked, shall have secure sides and bottom sufficient to prevent the dog from escaping, and shall be of sufficient size to provide the dog with an adequate exercise area. A top may be required for the enclosure if necessary to assure the dog's containment.
- C. "Impoundment" means the taking into custody of an animal by a police officer or an animal services officer.
- D. "Muzzle" means a device that is placed over the snout of an animal to keep it from biting. A muzzle is primarily solid with air holes to allow the animal to breathe and drink usually made in leather, wire, plastic, nylon or similar materials.
- E. "Potentially dangerous dog" means:
 - 1. Any dog which, when unprovoked, on two separate occasions within the prior thirty-six-month period, engages in any behavior that requires a defensive action by any person to

- prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog; or
2. Any dog which, when unprovoked, bites a person causing a less severe injury than that defined in subsection 6.15.010(F) of this section; or
 3. Any dog when unprovoked ~~on two separate occasions within the prior thirty six month period~~, has killed, seriously bitten, inflicted injury, or otherwise caused injury while attacking a domestic animal or ~~chicken hen~~ permitted poultry off the property of the owner or keeper of the dog.
- F. "Severe injury" means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.
- G. "Unprovoked" means without being intentionally incited to aggressive action.
- H. "Vicious dog" means:
1. Any dog which has been trained to fight or which is owned or maintained for this purpose; or
 2. Any dog which, when unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being; or
 3. Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in the definition of potentially dangerous dog or is maintained in violation of the requirements of a potentially dangerous dog; or
 4. Any dog which, when unprovoked on two separate occasions within the prior thirty six-month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury, while attacking a domestic animal or permitted poultry ~~chicken hen~~ off the property of the owner or keeper of the dog.

Section 14. Lodi Municipal Code Section 6.15.020 "Behavior prohibited" is hereby amended to read as follows:

6.15.020 Behavior prohibited.

A. Vicious dog. It is unlawful for any person owning, possessing, controlling, harboring or keeping any dog or puppy to cause or permit said animal to exhibit or engage in any prohibited behavior as defined in section 6.15.010 (H).

B. Potentially dangerous dog. It is unlawful for any person owning, possessing, controlling, harboring or keeping any dog or puppy to cause or permit said animal to exhibit or engage in any prohibited behavior as defined in section 6.15.010 (E).

C. Further prohibited. It is unlawful for any dog, when unprovoked, to kill, seriously bite, inflict injury, or otherwise cause injury by attacking the following:

1. a guide dog for the blind, a service dog for the disabled, a hearing dog for the deaf; or

2. a domestic animal or permitted poultry off the property of the owner or keeper of the dog.

D. This chapter shall not apply to any dog assisting a peace officer or park ranger engaged in law enforcement duties.

Section 15. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 16. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 17. No Conflicts. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 18. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ___ day of _____, 2026

RAMON YEPEZ
MAYOR

ATTEST:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

I, Olivia Nashed, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held _____, 2025, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. _____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

OLIVIA NASHED
City Clerk

Approved to Form:

KATIE O. LUCCHESI
City Attorney *KL*



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Interim City Manager to Execute Improvement Agreement for the 620 South Central Avenue Public Improvements (PW)

MEETING DATE:

December 17, 2025

PREPARED BY:

Interim Public Works Director

RECOMMENDED ACTION:

Adopt a resolution authorizing the Interim City Manager to execute an Improvement Agreement for the 620 South Central Avenue Public Improvements.

BACKGROUND INFORMATION:

The 620 South Central Avenue project application originally went to the Site Plan and Architectural Review Committee (SPARC) on August 25, 2021. That specific configuration was for a 24-unit, 3-story affordable housing project. Based on the SPARC comments the project was revised as a 12-unit, 2-story affordable housing project and was approved at the September 22, 2021 SPARC meeting. That project proceeded to the Planning Commission on October 5, 2021 for a recommendation to City Council on 12 Growth Allocations. On October 20, 2021 City Council set the Public Hearing, and on November 3, 2021 City Council held the Public Hearing and approved the 12 Growth Allocations.

The first Building Permit submittal was on March 30, 2022, and the first Public Improvement Plans were submitted on May 16, 2022. On October 5, 2022 City Council authorized the original Improvement Agreement with Sapphire Creek, LLC, who was the original developer. The Building Permit was ready for issuance in February of 2023 pending Public Works' final approval. Public Works was ready to approve the plan in early March of 2023, however Sapphire Creek, LLC did not provide all of the documents required by the Improvement Agreement, so the project was put on hold.

Haggerty Eight Enterprises LLC (the new Developer) has submitted a revised building permit application (with the updated building code requirements) to construct the apartment complex on the property located at 620 South Central Avenue, as shown on Exhibit A. Additionally the Developer took the project back to SPARC in order to remove the affordability requirement, allowing them to construct the complex with market-rate units.

The public improvements being proposed are the same as the original Improvement Agreement with Sapphire Creek, LLC. These public improvements are referred to as the "620 South Central Avenue Public Improvements" and include the installation of a public sanitary sewer main in Central Avenue to provide sanitary sewer service to the apartment complex. They also include frontage improvements along the portion of Tokay Street fronting the apartment complex.

The Developer has requested to execute an improvement agreement to design and construct the public

COUNCIL COMMUNICATION

improvements to expedite construction of the on-site improvements. City staff has deemed this a reasonable request and included a condition in the Improvement Agreement requiring that all public improvements be completed prior to final acceptance of the Project.

The Developer has furnished the City with public improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed project. Development Impact Fees will be collected as part of the building permit process, prior to issuing a certificate of occupancy.

Staff recommends authorizing the Interim City Manager to execute an Improvement Agreement for the 620 South Central Avenue Public Improvements.

STRATEGIC VISION:

4A. Housing: New housing opportunities with market values aligned with current AMI and standard housing/income ratios.

FISCAL IMPACT:

Not Applicable.

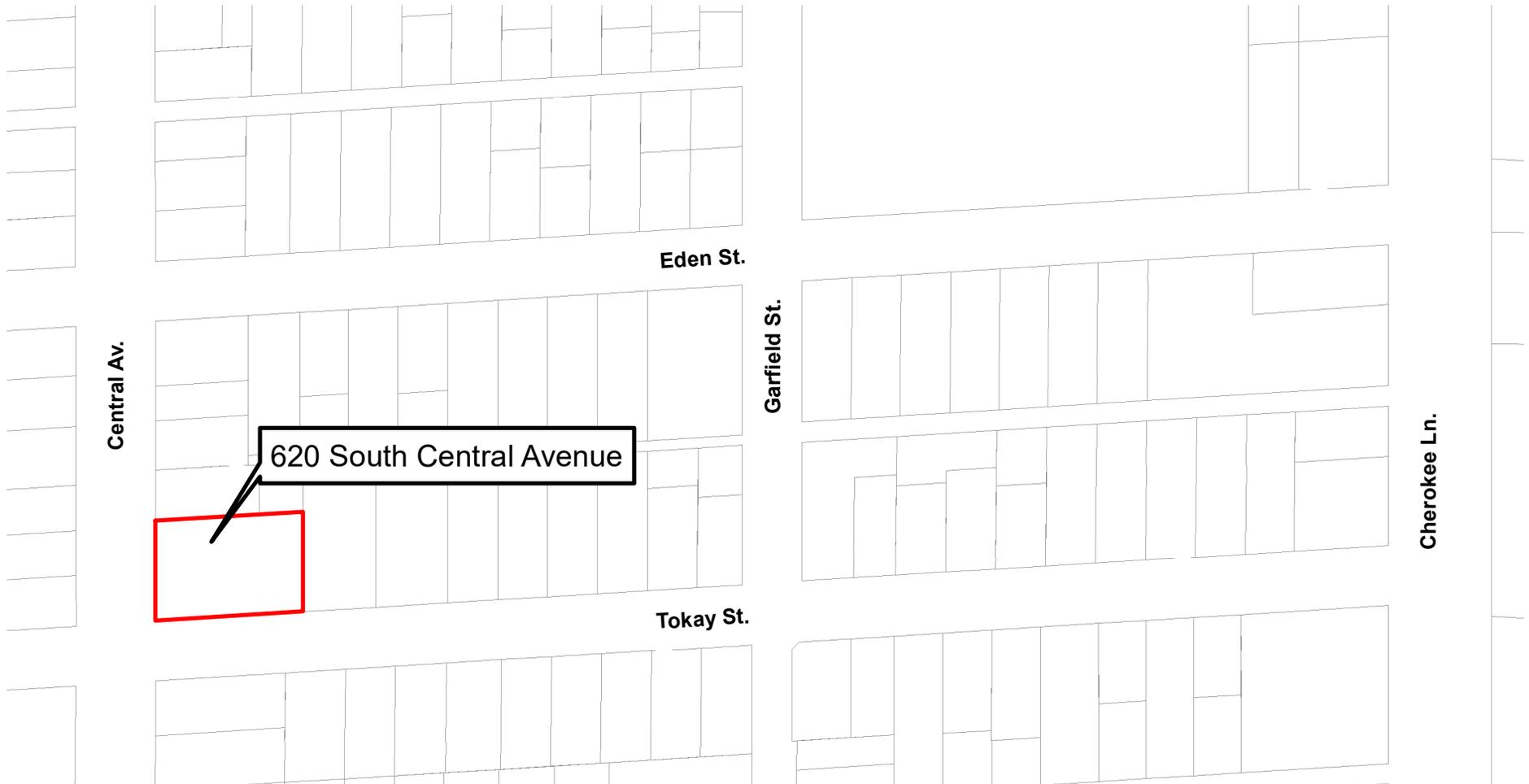
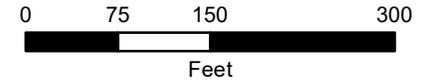
FUNDING AVAILABLE:

Not Applicable.



Exhibit A

620 South Central Avenue Vicinity Map



WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
620 SOUTH CENTRAL AVENUE
APN 047-330-48

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", and HAGGERTY EIGHT ENTERPRISES LLC, a California limited liability company, hereinafter referred to as "Developer".

RECITALS:

Developer plans to submit building permit application for the development of an apartment complex at 620 South Central Avenue, hereinafter called "Development", on the properties more particularly described in Exhibit A and Exhibit B.

Developer is required to construct and complete public improvements as a condition of approval of the building permit application. Developer has presented to the City for approval public improvement plans for the 620 South Central Avenue Public Improvements, hereinafter called "Project," to construct such public improvements.

Developer has requested approval of the public improvement plans for the construction and completion of public improvements which are a part of or appurtenant to the Development, all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of the project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

City Council will adopt a resolution authorizing construction and completion of the public improvements on condition that the Developer first enters into and executes this Agreement with the City and meets the requirements of said resolution; and

This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Titles 15 and 17 of the Lodi City Municipal Code ("LMC").

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City Code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of City's Public Works Director, all of the work and improvements as shown on the approved improvement plans for the Project, Plan Set 022D011, which is on file in the Public Works Department.

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the issuance of the building permit by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto as Exhibit C, and by this reference made a part hereof.

From payments made under the Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Televideo inspection of the sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to Project acceptance;
- B. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering a six-month period. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to Project acceptance;
- C. Abandonment of existing 2-inch water service, developer's contractor is responsible for trenching and backfill; and
- D. 6" x 6" water service hot tap, developer's contractor is responsible for trenching and backfill.

Developer shall also pay all additional costs for work performed by City deemed by the Public Works Director necessary to complete the work under this Agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater, and electrical are required for this Development.

5. Reimbursement from Others

Developer may be eligible for reimbursement from others for the cost of certain off-site public improvements that benefit other properties. It is Developer's responsibility to request reimbursement and submit the appropriate information per LMC Section 17.62.

6. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this Agreement, perform or cause to be performed, all work and/or improvements described in this Agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof, so that City can provide inspection services.

7. Time Extension

Time is of the essence of this Agreement. City may extend the time for completion of the improvements hereunder, under the terms of an addendum to this Agreement, which shall be approved and executed by the City Manager. Any such extension may be granted without notice to Developer's surety, and extensions so granted, shall not relieve the surety's liability on the bond to secure the faithful performance of Developer under this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. Record Drawings and Certifications

Prior to acceptance of the Project improvements, Developer shall have provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of the improvements described in this Agreement, give all necessary notices, and pay all fees and taxes required by law.

10. Superintendence by Developer

Developer shall give personal superintendence to the work of said improvements, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work site at all times during construction, with authority to act for Developer.

11. Inspection by City

Developer, shall at all times, maintain proper facilities and provide safe access for inspection by City to all parts of the work site. Inspections will be provided during normal working hours of City staff. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

12. Contract Security

Concurrently with the execution of this Agreement, Developer shall furnish Improvement Security of at least 100 percent of the estimated cost of the public improvements required to be constructed, plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this Agreement; and an amount equal to at least 100 percent of the above costs, excluding deferred fees, as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance:	\$ 165,800.00
Labor and Materials:	\$ 165,800.00

13. Warranty Security

Prior to acceptance of the Project improvements by City, Developer shall furnish warranty security of at least 10 percent of the total cost of the public improvements required to be constructed, as security for repair or replacement of defective work as provided under Paragraph 17 of this Agreement. The warranty period shall be one (1) year following the date of acceptance of the improvements by City. If any portion of the Project receives partial acceptance during the course of construction, the warranty period for all required Project improvements shall commence upon the date of final acceptance for the entire Project.

14. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elected and appointed boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage from personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for,

Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elected and appointed boards, commissions, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 15 of this Agreement.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the Project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Developer's Insurance

Refer to Exhibit D for the insurance requirements for public improvement agreements.

16. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

17. Repair or Reconstruction of Defective Work

If, within a period of one (1) year after final acceptance by City of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this Agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

18. Joint Trench / Dry Utility Encroachment

Developer shall be responsible for obtaining an encroachment permit issued by the City of Lodi Public Works Department prior to commencing any joint trench or other dry utility related work within the City's right-of-way or public utility easements.

19. Repair or Replacement of City-Owned Bypass Meter Assemblies

Developer is required by City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. City will supply these assemblies upon receipt of a deposit in the amount of \$5,000 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses."

20. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the Project site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage is caused to City or County streets, Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, City shall cause the same to be removed or repaired and Developer shall be charged for the cost of said removal or repairs.

Developer, Developer's contractor, subcontractors, and/or agents shall be responsible for dust and erosion problems created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by City of the work performed under this Agreement.

If a dust or erosion problem arises during development or within a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, City shall cause the same to be controlled, and Developer shall be charged with the cost of said control.

21. Fire Protection During Construction

Fire protection facilities approved by City's Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City Fire Code (as set forth in the Lodi Municipal Code) prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

22. Protection of Existing Improvements

Damage to any existing improvements, private or public utility lines installed or undergoing installation in which damage occurs during the onsite and offsite construction required of Developer under this Agreement, shall be the absolute responsibility and liability of Developer. In other words, it shall be Developer's responsibility to pay for damage to existing improvements and public or private utilities within the Project property. Damage to any existing facilities outside the limits of the Project damaged as part of the construction of the required Project improvements is also Developer's responsibility.

23. Dwelling Occupancy

City will not allow occupancy of any building or structure within the Project until all public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of City codes have been met. If building is started prior to acceptance of the improvements, it is Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until the public improvements are so accepted by City.

24. Developer Not Agent of City

Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

25. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this Agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement, or any portion thereof, and the default of Developer.

26. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of this Agreement, and does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

27. This Agreement shall run with the land and be binding on the Owner, its heirs, successors and assigns.

28. Notices.

All notices herein required shall be in writing, signed by the 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.

Notices required to be given to City shall be addressed as follows:

Charles E. Swimley, Jr.
Public Works Director
City of Lodi
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Haggerty Eight Enterprises LLC
2474 Wigwam Drive
Stockton, CA 95205
Attn: Ryan Haggerty

Notices required to be given to Surety shall be addressed as follows:

Provided that either party or the surety may change such address by notice in writing in the manner set forth above, to the other party and thereafter notices shall be addressed and transmitted to the new address.

29. Authority

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

30. Execution

In Witness Whereof, Developer and City have caused their names and corporate seals to be hereunto affixed.

"DEVELOPER"
HAGGERTY EIGHT ENTERPRISES LLC,
a California limited liability company

Dated: _____

By: _____
RYAN HAGGERTY
Managing Partner

(CORPORATE SEAL)

"CITY"
CITY OF LODI,
a California municipal corporation

Dated: _____

By: _____
JAMES LINDSAY
Acting City Manager

ATTEST:

OLIVIA NASHED
City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

KATIE O. LUCCHESI
City Attorney



EXHIBIT A

The land referred to is situated in the County of San Joaquin, City of Lodi, State of California, and is described as follows:

BEING A PORTION OF BLOCK 14 OF "LODI BARNHART TRACT", ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN VOLUME 3 OF MAPS AND PLATS, PAGE 48, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 14; THENCE ALONG THE WEST LINE OF SAID BLOCK 14 AND EAST LINE OF CENTRAL AVENUE (80 FEET IN WIDTH), NORTH 100.00 FEET; THENCE PARALLEL TO TOKAY STREET (60 FEET IN WIDTH), NORTH 86°21'30" EAST 150.00 FEET; THENCE PARALLEL TO THE WEST LINE OF SAID BLOCK 14 AND EAST LINE OF SAID CENTRAL AVENUE, SOUTH 100.00 FEET TO THE SOUTH LINE OF SAID BLOCK 14 AND NORTH LINE OF SAID TOKAY STREET; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 14 AND NORTH LINE OF SAID TOKAY STREET, SOUTH 86°21'30" WEST 150.00 FEET TO THE POINT OF BEGINNING.

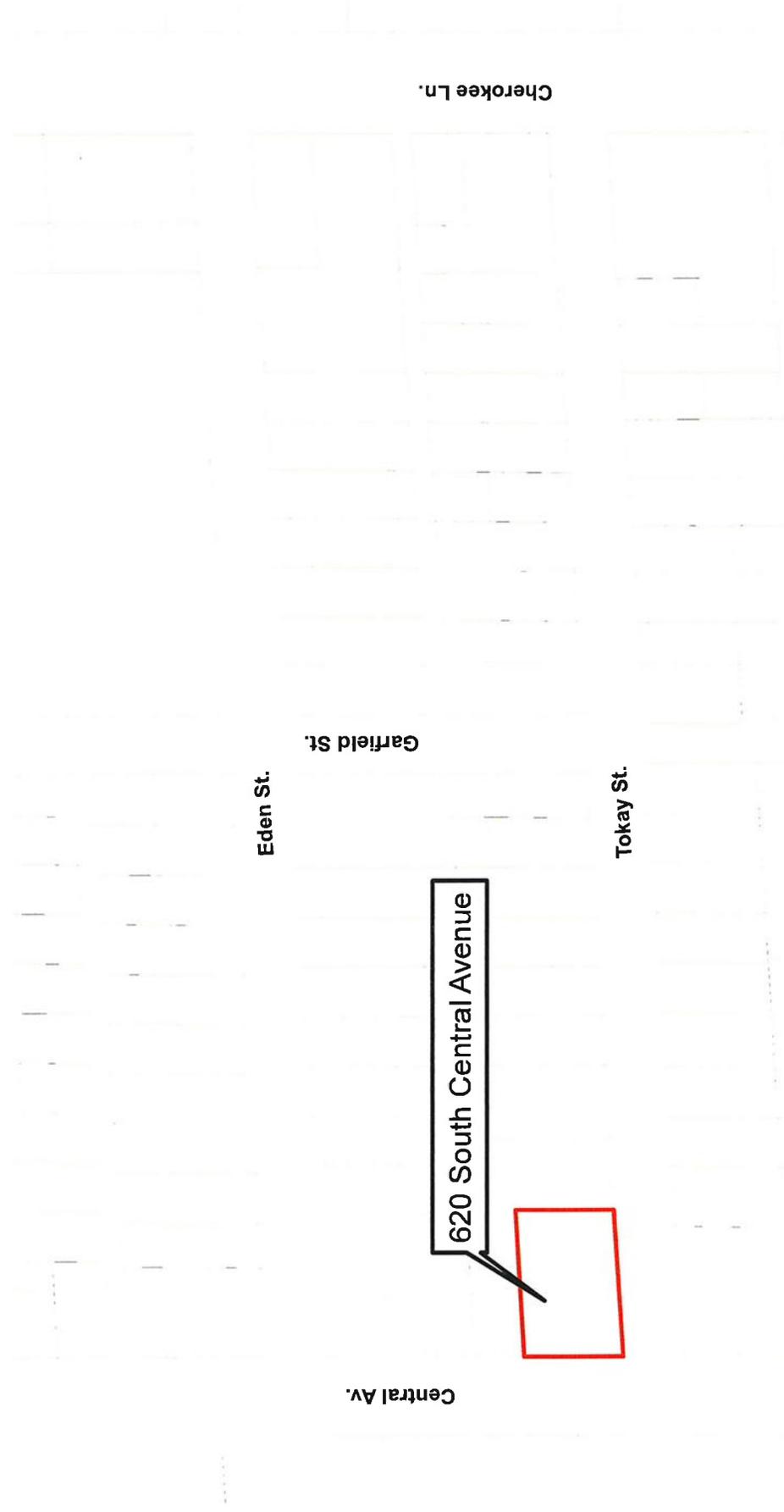
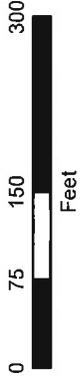
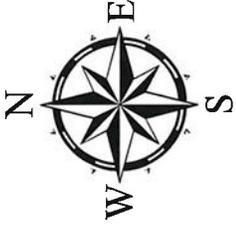
THE BASIS OF BEARINGS IS THE NORTH LINE OF TOKAY STREET BEARS NORTH 86°21'30" EAST AS PER RECORD OF SURVEY, BOOK 5, PAGE 49, SAN JOAQUIN COUNTY RECORDS.

PER CERTIFICATE OF LOT LINE ADJUSTMENT / LOT MERGER RECORDED NOVEMBER 7, 2022 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2022-126913.

APN: 047-330-480-000



Exhibit B 620 South Central Avenue Vicinity Map



BILLING SCHEDULE

EXHIBIT C

Development: 620 South Central Avenue
 Developer: Haggerty Eight Enterprises LLC
 Engineer: Wong Engineers, Inc
 Date: 9/4/25

Gross Acreage: 0.34
 No. of Units: N/A
 Construction cost \$165,800.00

					DEVELOPER COST	CREDITS
ENGINEERING						
Plan Check Fee	(5.0% of \$100,000)		ENGFEE	\$	5,000.00	
	(3.5% of \$65,800)		ENGFEE		2,303.00	
Inspection Fee	(4.0% of \$165,800)		ENGINS		6,632.00	
Plan Check Fee Paid			ENGFEE			\$ 2,942.05
Improvement Agreement			ENGFEE		\$3,225.00	\$
ENGINEERING SUBTOTAL					\$ 17,160.00	\$ 2,942.05
STREET SYSTEM						
Fees:						
Storm Water Inspection Fees (Charge for 6 months of inspections)	PW03	1 LS @ \$	1,370.00		\$1,370.00	
STREET SYSTEM SUBTOTAL					\$1,370.00	\$0.00
SEWER SYSTEM						
Charges for Work by City Forces: PW03						
TV Inspection for Pipe Installation		134 LF @ \$	1.90		254.60	
TV Inspection for Project Acceptance		134 LF @ \$	1.90		254.60	
SEWER SYSTEM SUBTOTAL					\$509.20	\$0.00
WATER SYSTEM						
Charges for work by City Forces: PW02						
2" Service Abandonment		1 EA @ \$	2,478.00		2,478.00	
6" Service Installation (6 "x 6" Hot Tap)		1 EA @ \$	8,552.44		8,552.44	
WATER SYSTEM SUBTOTAL					\$11,030.44	\$0.00
STORM DRAIN SYSTEM						
Charges for Work by City Forces:						
TV Inspection for Pipe Installation	PW03	32 LF @ \$	1.90		60.80	
TV Inspection for Project Acceptance	PW03	32 LF @ \$	1.90		60.80	
STORM DRAIN SYSTEM SUBTOTAL					\$121.60	\$0.00
ELECTRICAL SYSTEM						
To be billed separately by Electric Utility Department						
TOTAL AMOUNT OF BILLING SCHEDULE					\$30,191.24	\$2,942.05
TOTAL DUE PRIOR TO IMPROVEMENT PLAN APPROVAL					\$27,249.19	



EXHIBIT D

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

Insurance Requirements for Public Improvement Agreements

Developer shall not commence work under this Agreement until Developer shall have obtained all insurance required under this exhibit, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsement and shall specifically bind the insurance carrier.

Developer shall procure and maintain during the life of this Agreement such insurance as shall insure City, it's elected and appointed boards, commissions, officer, agents, and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the Project or the Project property, including any public streets or easements, from Developers' or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor of subcontractor or by anyone directly or indirectly employed by either Developer or any contractor of subcontractor, and the amount of such insurance shall be as follows:

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 **\$3,000,000** 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 Developer has no owned autos, then hired, and non-owned autos with limit no less than **\$3,000,000** 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.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than **\$1,000,000** per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

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 Developer 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 Developer'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 Developer'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 Developer's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Developer hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Developer may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Developer 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 Developers 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, Developer shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Developer shall provide proof of continuing insurance on at least an annual basis during the Term. If Developer's insurance lapses or is discontinued for any reason, Developer shall immediately notify the City and immediately obtain replacement insurance. Developer 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 Developer fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Developer 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 Developer 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. Developer 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 Developer 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, Developer 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
Developer 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 Developer'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 Developer 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 Developer and Developer's officers, employees, agents, representatives, contractors or subcontractor. Developer'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 Developer to procure and maintain a policy of insurance.
- (k) Subcontractor
Developer shall require and verify that all contractor and subcontractor maintain insurance meeting all the requirements stated herein, and Developer shall ensure that City is an additional insured on insurance required from contractors and subcontractors.
- (l) 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.
- (m) Completed Operations Endorsement
For three years after completion of the project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING ACTING CITY
MANAGER TO EXECUTE IMPROVEMENT AGREEMENT FOR THE 620
SOUTH CENTRAL AVENUE PUBLIC IMPROVEMENTS

=====

WHEREAS, Haggerty Eight Enterprises LLC (“Developer”) plans to submit a building permit application to construct an apartment complex on the property located at 620 South Central Avenue; and

WHEREAS, the public improvements being constructed as part of the apartment complex are referred to as the “620 South Central Avenue Public Improvements” and include the installation of a public sanitary sewer main in Central Avenue to provide sanitary sewer service to the apartment complex, as well as frontage improvements along the portion of Tokay Street fronting the apartment complex; and

WHEREAS, the apartment complex itself will be comprised of one 2-story apartment building totaling 12 high density residential dwelling units; and

WHEREAS, Developer has furnished the City with public improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed project; and

WHEREAS, staff recommends authorizing the Interim City Manager to execute an Improvement Agreement for the 620 South Central Avenue Public Improvements.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager to execute an Improvement Agreement for the 620 South Central Avenue Public Improvements; 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: December 17, 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 December 17, 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:

Receive Presentation from the Community Development Department on the Community Improvement Division Yearly Update (CD)

MEETING DATE:

December 17, 2025

PREPARED BY:

Derek Poe, Chief Building Official

RECOMMENDED ACTION:

Receive Presentation from the Community Development Department on the Community Improvement Division Yearly Update

BACKGROUND INFORMATION:

The Community Improvement Division is comprised of Officers that investigate and enforce violations of the Lodi Municipal Code on private property. The violations include, but are not limited to, accumulation of debris, inoperable vehicles, substandard housing, dangerous buildings, roll-away and portable waste collection containers placement, building without a permit, and several other violations that occur on private property. If the officers observe a violation that is not in their purview, they will inform the appropriate party for handling (Public Works, Partners, Electric Utility, Police, or the Building Division of Community Development).

Community Improvement Officers often answer questions and provide educational resources for citizens at the Community Development public window. The Community Improvement Division is responsible for processing applications for the City's permitted mobile food vendors. In addition to the above-mentioned, the Community Improvement Division participates in cooperative efforts with other City departments in order to address hard to solve issues throughout the City.

As of November 2025, the Community Improvement Division has received 560 complaints regarding Lodi Municipal Code Violations. The Community Improvement Division is slated to receive a total of 610 complaints for the 2025-year. Despite operating with reduced staffing levels in the 2025-year, Officers were able to maintain a 97% voluntary compliance rate, which is an 8% increase over the previous year. Voluntary compliance is defined as gaining compliance from the property owner by only issuing notices, and not issuing Administrative Citations. **See Exhibit 1 for the 2025 End-of-Year Report for a comparison of the 2024 year.**

The Community Improvement Division prioritizes educating residents and business owners about minor Lodi Municipal Code violations. In the 2025-year, Community Improvement created and implemented education flyers for refuse container violations and minor encroachment violations. The educational flyers resulted in a reduction of 203 cases in the 2024-year to 84 in the 2025-year. This reduction allowed Officers to focus on higher priority Lodi Municipal Code violations. **See Exhibit 2 for the 2025 Case Type summary for a comparison of the 2024 year.**

COUNCIL COMMUNICATION

In addition to improving the Division's educational efforts, the Community Improvement Division also fortified their enforcement processes. In the 2024-year, 5 Notice of Violations were recorded against property titles. In the 2025-year, 20 Notice of Violations were recorded against property titles, an increase of 300% over the previous year.

Community Improvement Officers are dedicated to improving the communities of the City of Lodi by eliminating blight and conditions that are determined to be a nuisance by the Lodi Municipal Code. Officers strive to gain compliance through education, while maintaining their composure and providing great customer service to the tenants, property owners, and property managers within the City of Lodi.

If you keep in mind compliance as the goal rather than punishment, your vision becomes clearer.

STRATEGIC VISION:

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

FISCAL IMPACT:

Not applicable.

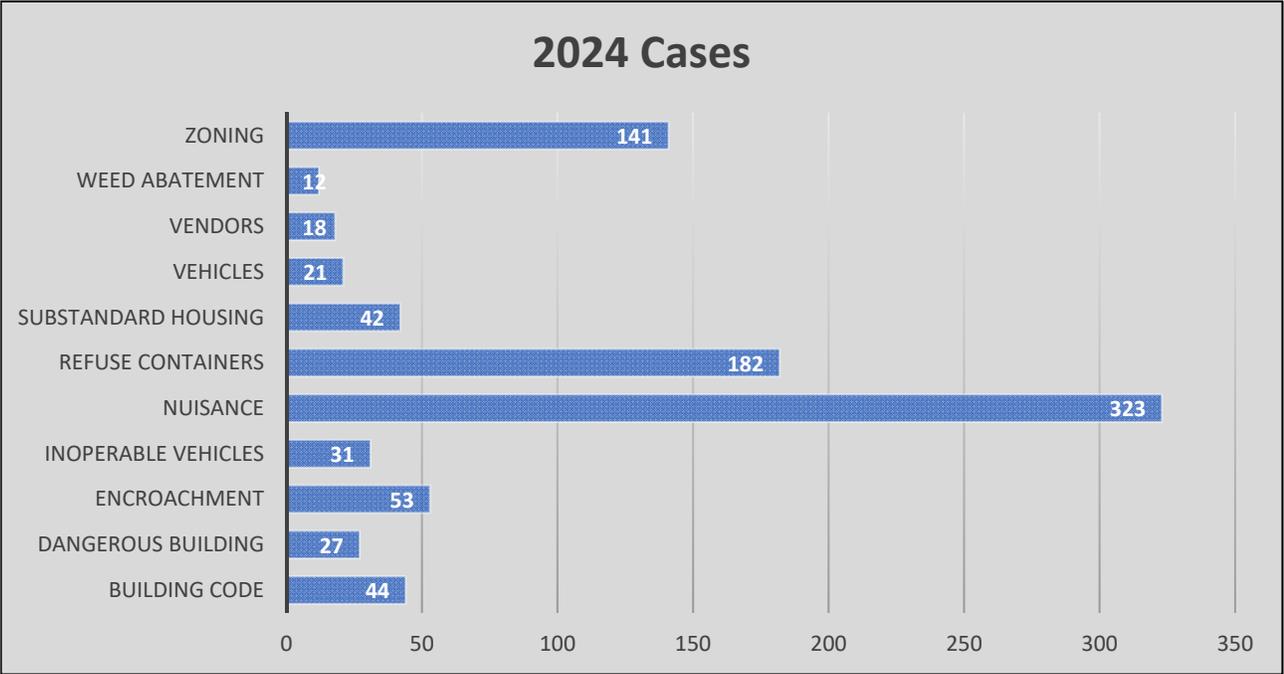
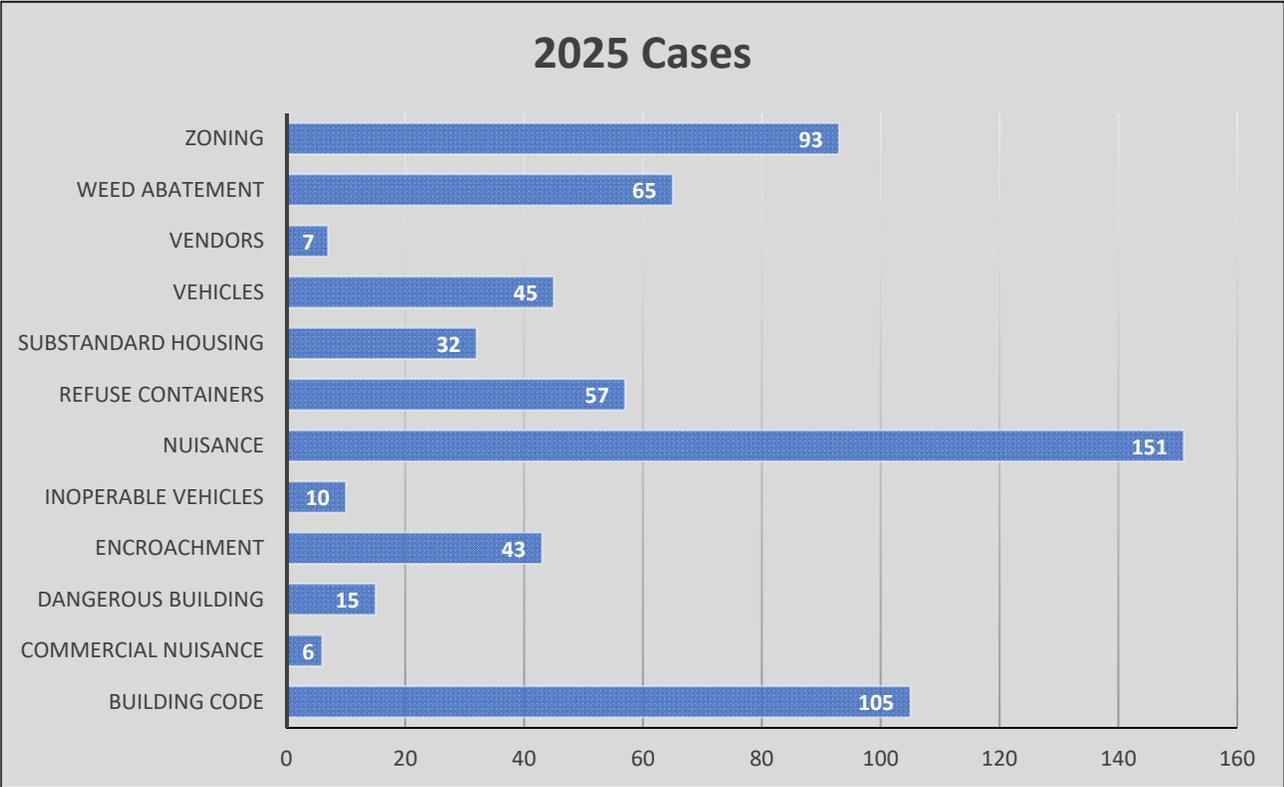
FUNDING AVAILABLE:

Not applicable.



Community Development Department Community Improvement Division 2024 End Of Year Report

2024 to 2025 Comparison		
2024	2025	% Increase
Cases Opened 908	Cases Opened 639	-29%
Proactive Cases 281	Proactive Cases 69	-75%
Overall Voluntary Compliance 89%	Overall Voluntary Compliance 97%	8%
Courtesy Notices issued 447	Courtesy Notices issued 174	-61%
Notice of Violations Issued 251	Notice of Violations Issued 245	2%
Administrative Citations Issued 399	Administrative Citations Issued 211	-47%
Property Liens Recorded 5	Property Liens Recorded 20	300%





COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Approving the Memorandum of Understanding between the City of Lodi and the Police Officers Association of Lodi for the Period of July 1, 2025 through June 30, 2028 (HR)

MEETING DATE:

December 17, 2025

PREPARED BY:

Human Resources Management Analyst

RECOMMENDED ACTION:

Adopt a Resolution Approving the Memorandum of Understanding between the City of Lodi ("City") and the Police Officers Association of Lodi (POAL) for the Period of July 1, 2025 through June 30, 2028.

BACKGROUND INFORMATION:

Representatives from the City and the POAL have been bargaining over a successor Memorandum of Understanding (MOU) for the past seven (7) months and have reached a tentative agreement, subject to Council approval.

The proposed version of the MOU is included as Attachment 1 for Council review and approval. A summary of the key changes to the MOU are as follows:

- The term of the MOU shall be from July 1, 2025 through June 30, 2028
- Six and one-half percent (6.5%) wage adjustment over the term of the contract
 - Three and one-half percent (3.5%) equity adjustment effective December 22, 2025;
 - Three percent (3%) cost-of-living adjustment effective July 5, 2027.
- Off salary schedule payment of seven thousand six hundred and ninety-six dollars and eighty-one cents (\$7,696.81) to be paid December 22, 2025 pay period, after City Council approval of the MOU.
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026, or the first pay period following City Council approval of the MOU, whichever is later.
- Add Graveyard incentive, 2.5% effective December 22, 2025, following City Council approval of the MOU.
- Increase bilingual incentive to \$200 per month effective December 22, 2025, following City Council approval of the MOU.
- Increase Longevity Pay - If approved, the longevity incentive will become effective the pay period beginning December 22, 2025, and be paid on a per pay period basis starting the first full pay period in January 2026:
 - 7 years - Three thousand (\$3,000) per year
 - 15 years - Six thousand (\$6,000) per year

COUNCIL COMMUNICATION

- Eligible employees owed a retroactive longevity amount for 2025, will be paid in a lump sum on the pay period beginning December 22, 2025.
- MOU Clean Up:
 - Tuition Reimbursement - Clarify definition for “regular employee for 6 months” (not on probation)
 - Add Holiday Side Letter to MOU

Both the City and POAL recognize the importance of offering competitive salary and benefit packages to attract and retain talented employees. Lodi Police Department (LPD) has operated below full staffing, particularly at the Police Officer classification. LPD and City administration have worked together to strengthen recruitment efforts, including hiring and compensating recruits as trainees during their time in the Police Academy, and providing a hiring incentive for qualified lateral Police Officers. The proposed wage increases over the term of this MOU will make LPD more competitive in the labor market.

While the City remains committed to maintaining fiscally sustainable operations, the community expects and relies upon a fully staffed, well-trained police force. The salary and benefit enhancements included in this MOU may need to rely upon reserves for financing. However, these adjustments are essential to ensure Lodi can retain the skilled public safety personnel necessary to maintain community safety. Without these measures, the City risks continued staffing shortages that could hinder its ability to attract qualified officers and meet the public’s expectations for service.

Staff recommends that the Council approve the MOU between the City and POAL.

STRATEGIC VISION:

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

FISCAL IMPACT:

The total cost of the term of the agreement is \$3,843,658.

Fiscal Year 2025-2026	\$1,200,537
Fiscal Year 2026-2027	\$1,151,940
Fiscal Year 2027-2028	\$1,491,181

FUNDING AVAILABLE:

Budget adjustments for these and other compensation increases for City employees may be needed at Mid-Year Fiscal Year 2025/26. Vacancy savings are the first source for funding the increases for this and future employee contract changes in the coming Fiscal Year. These savings have been significant in the past three years, allowing the City to build up substantial reserves. These reserves may be necessary to finance a portion of salary increases.

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

POLICE OFFICERS ASSOCIATION OF LODI

July 1, 2025 – June 30, 2028

Table of Contents

Chapter 1 - Compensation & Working Conditions	4
Article I - Salary	4
Article II - Hours of Work	4
Article III - Overtime	6
Article IV – Rest and Meal Period.....	8
Article V - Compensatory Time.....	9
Article VI -Temporary Upgrade Pay	9
Article VII - Education Incentive.....	10
Article VIII - Bilingual Officers	10
Article IX - Arson / Explosive Ordinance Incentive.....	10
Article X - Motor Officers	10
Article XI - Canine Duty.....	11
Article XII - Police Corporals.....	12
Article XIII - Master Officer.....	12
Article XIV – Field Training Officer	12
Article XV - Special Assignment Pay.....	13
Article XVI - Call Back	13
Article XVII - Court time	14
Article XVIII - Longevity pay	14
Article XIX - Uniform Allowance	15
Article XX - Wellness Program	16
Chapter 2 - Leaves	17
Article XXI - Catastrophic Leave	17
Article XXII - Family Medical Leave.....	18
Article XXIII - Bereavement Leave.....	18
Article XXIV - Holidays.....	18
Article XXV - Leaves of Absence	19
Article XXVI - Sick Leave	19
Article XXVII - Vacation Leave.....	21
Chapter 3 – Cafeteria Plan	22
Article XXVIII - Health Insurance	22
Article XXIX - Dental and Orthodontia Insurance	24
Article XXX – Vision Care Insurance	25
Article XXXI – Chiropractic Insurance	25

Article XXXII – Employee Assistance Program	25
Article XXXIII – Flexible Spending Account	27
Article XXXIV -Deferred Compensation	27
Article XXXV – Life Insurance.....	27
Article XXXVI – Public Employees’ Retirement System	27
Article XXXVII - Survivors Benefits	29
Article XXXVIII - Tuition Reimbursement.....	30
Chapter 4 - Association/City Issues.....	30
Article XXXIX - Association Time Bank.....	30
Article XL - Beneficial Pay Practice.....	31
Article XLI - Changes in the Memorandum of Understanding.....	31
Article XLII - City Rights.....	31
Article XLIII - Concerted Activities	32
Article XLIV - Employee Representation.....	32
Article XLV - Employee Rights	35
Article XLVI - Grievance Procedure	36
Article XLVII - Layoff Procedure	42
Article XLVIII - Probationary Period.....	42
Article XLIX - Promotional Examinations	43
Article L – Personnel Files	43
Article LI - Severability	45
Article LII – Term.....	45
Exhibit A.....	Error! Bookmark not defined.
Annual Salary Effective December 22, 2025 (3.5%).....	Error! Bookmark not defined.
Annual Salary Effective July 5, 2027 (3%)	Error! Bookmark not defined.

CITY OF LODI
AND
POLICE OFFICERS' ASSOCIATION OF LODI
JULY 1, 2025 – JUNE 30, 2028

This Memorandum of Understanding (MOU) is entered into on December ____, 2025, by and between the City of Lodi, a municipal corporation (“City”), and the Police Officers’ Association of Lodi Mid-Management Organization (POAL).

CHAPTER 1 - COMPENSATION & WORKING CONDITIONS

ARTICLE I - SALARY

- 1.1 The Salary Schedule for employees represented by the POAL will be as set forth in Exhibit A.
- 1.2 Effective the pay period beginning December 22, 2025, the City shall provide an equity increase of three and one half percent (3.5%); effective July 5, 2027, the City shall provide a Cost of Living Increase of three percent (3%).
- 1.3 Effective the pay period beginning December 22, 2025, the City shall provide an Off Salary Schedule Payment of \$7,696.81.
- 1.4 Although the City is not required to perform a survey during the term of this MOU, the parties agree that if a salary survey is performed, the fifteen (15) cities to be surveyed shall be: Chico, Clovis, Davis, Fairfield, Merced, Manteca, Modesto, Redding, Roseville, Stockton, Tracy, Turlock, Vacaville, Visalia and Woodland.

ARTICLE II - HOURS OF WORK

- 2.1 Work Schedule: Patrol Officers, Motor Officers, School Resource Officers, and Officers assigned to Investigations shall work a 4/10 schedule.
- 2.2 Work Period: It is mutually agreed that for the purposes of compliance with the Fair Labor Standards Act (FLSA), a 207(k) exemption (29 CFR §§553.200-553.223) is declared and a fourteen (14) day work period is established for sworn personnel. This work period shall be from Monday through the second Sunday.
- 2.3 Department Right to Assign: It is mutually agreed that the City has the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, to schedule employees off on compensatory time, and to schedule holidays and vacations, all

depending on the "needs of the service". Temporary changes to an employee's schedule must be noticed at least forty-eight 48 hours' in advance of the change.

2.4 Split Shifts: The City and the POAL mutually agree that split shifts are very stressful and may cause health problems. Consequently, officers shall not work split shifts except during cases of an emergency nature. Specifically, and for training purposes only, this provision does not apply to the Canine Officer assigned to Graveyard with Thursdays and Fridays off in order to better facilitate training.

2.5 Scheduled Leave: Beginning in January, all employees in the classification of Police Officer Trainee, Police Officer, and Police Corporal, shall select their preferred days off sequence, holidays, and vacation time off for at least a one (1) year period on the basis of their seniority and the "needs of service" of the Department, as follows:

- Employees assigned to patrol shall be allowed to pick their days off sequence, shift, beat, holidays, and vacation time off based on their departmental seniority. Police Corporals shall be allowed to pick their days off sequence and shift based on their seniority within the rank of Corporal. The selections for beat, holidays, and vacation time off shall be based on their departmental seniority. Departmental seniority shall be defined as the total time in service as an employee in the POAL bargaining unit. Should an employee represented by the POAL leave the unit for any reason and return to the unit within twelve (12) months, seniority shall be calculated as if the employee never left the bargaining unit.
- K-9 officers assigned to patrol shall pick their days off sequence and shift based on the needs of service for the Department. The selections for beat, holidays and vacation time off will be based on their Departmental seniority.
- Employees assigned to a special assignment which includes Investigations, Traffic, Bicycle Patrol, and School Resource shall pick their days off sequence, vehicle assignment, holidays and vacation time off based on their seniority within their respective unit.

Nothing in this section prevents the Department from assigning personnel based on the needs of service for the Department as determined in the sole discretion of the Police Chief.

2.6 Shift Differential Pay: Officers assigned to work the graveyard shift shall receive shift differential pay in the amount of two and one-half percent (2.5%) of their base rate of pay. The graveyard shift is considered hours worked between 8:30 p.m. to 6:30 a.m.

ARTICLE III - OVERTIME

3.1 Definition: Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the City and community. All overtime work requires the prior approval of a supervisor. Overtime is defined as the number of hours worked in excess of the normal weekly schedule of work hours illustrated below:

Work Schedule

10 hours per day, 4 days per work week
9 hours per day*, 9 days per work period

Overtime

over ten hours in a day
over nine hours in a day

*In this work schedule (a “9/80 work schedule”) there is one day in the pay period where employees work an eight (8) hour day rather than 9. For purposes of overtime eligibility, hours worked in excess of eight (8) hours on this day shall be considered overtime.

3.2 Rounding: Overtime hours shall be reported and paid at the rate of one and a half (1.5) times regular rate of pay, or any greater amount as required by law, in quarter hour (1/4) increments with less than seven and one-half (7.5) minutes rounded down to the next quarter hour increment and over seven and one-half (7.5 minutes) rounded up to the next quarter (1/4) hour increment.

3.3 Overtime Assignment: In scheduling overtime, the Department shall utilize the following Overtime Call-Out procedures.

- Emergency Overtime Call-Out Procedure

In the case of an emergency requiring immediate response of personnel, any employees summoned through personal contact, a message, or a page to work, shall respond promptly.

If a reasonable excuse exists that precludes the employee's response, they shall advise the supervisor requesting a response. It shall remain the discretion of the supervisor whether or not to require an employee to work Emergency Overtime.

- Short Notice Overtime

Any supervisor, upon realizing the need for personnel with less than 24 hours' notice, may initiate this procedure. The supervisor will first seek to utilize on duty employees for "hold over" hours or next shift employees for an "early in" hours. In the event that the use of on duty or early in employees would necessitate these employees to work excessively long shifts, the supervisor shall attempt telephone contact with other available employees as set forth in the Call-Out Procedure below, then utilize on-duty employees in another assignment who are capable of performing the work.

- Call-Out Procedure

Should an overtime assignment remain vacant following the use of the Short Notice Overtime procedure, the supervisor shall begin a call-out of the least senior employee who has had at least one (1) day (twenty-four (24) consecutive hours) off in the last seven (7) days.

Seniority for Short Notice Overtime will not apply and will be "First Come, First Served". Bypassing of the seniority procedure only applies to Short Notice Overtime.

- Scheduled Overtime Sign-Up Lists

The supervisor responsible for scheduling shall post a sign-up for scheduled overtime. Generally, the overtime assigned by this procedure is for foreseeable overtime; i.e., training, vacations, injuries, vacancies, special assignments, etc.

The list will remain posted for five (5) days. Employees may sign up for overtime beginning with the most senior employee. Overtime will be posted in minimum increments of half shifts, i.e., four (4) hours, five (5) hours, or six (6) hours.

Should all overtime assignments not be filled through the Scheduled Overtime Sign-Up List, the scheduling supervisor shall assign the least senior qualified employee available, whether or not that employee is on the Scheduled Overtime Sign-Up List, provided that the employee is assured at least one (1) day (twenty- four (24) consecutive hours) off in each seven (7) day period.

Change of Scheduled Overtime Procedure

If the City or POAL proposes a different procedure for handling scheduled overtime during the term of the MOU, the City agrees to meet and confer with the POAL on the proposal. The parties must mutually agree on the change.

Maximum Hours

The following limitations of Short Notice and Scheduled Overtime are prescribed:

- No employee shall be scheduled to work more than fourteen and one-half (14.5) consecutive regular hours in one day, except in emergency or extraordinary circumstances.
- No employee shall be scheduled to return to work without eight (8) hours between assignments.
- An employee shall not be assigned to work overtime "out-of-class" without permission from the Police Chief or designee.
- The Police Chief or designee may exclude any individual from an overtime assignment if in their estimation the individual does not possess the skills or abilities to achieve the desired objective of the particular assignment.

ARTICLE IV – REST AND MEAL PERIOD

- 4.1 Rest Period Between Shifts: The intent of the rest period is to ensure that the officer is adequately rested for their assigned work shift.
- a. Officers will receive a continuous eight (8) hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight (8) hours has elapsed during:
 - 1) the time period that officer's regular work shift ends and their scheduled appearance/ assignment time; or
 - 2) the time period that officer is dismissed and their regular work shift begins.
 - b. This rest period will not be charged to the officer's accrued leave balance.
 - c. If an officer receives approval to take the remaining portion of their scheduled shift off following the end of the rest period, the officer's leave balances will be charged for the entire shift (as if no rest period has occurred).
 - d. The rest period does not apply when an officer is scheduled for court or appearance/ assignment the day immediately following a day off.

- 4.2 If an officer is called to duty or remains on duty for any reason within that rest period or into their normal shift, they shall be compensated at 150% of their normal rate of pay.
- 4.3 Meal Period: Officers assigned to work a 4/10 or 9/80 schedule will receive a one (1) hour paid meal period when operationally feasible. Officers may elect to utilize the one (1) hour paid meal break to work out in the gym on the second floor of the Police Department. Officers who choose to work out in the Department gym must follow the guidelines as set forth in the Department's Lexipol meal break policy.

ARTICLE V - COMPENSATORY TIME

- 5.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1.5) hours for each hour of overtime worked.
- 5.2 No more than two hundred forty (240) hours of compensatory time may be carried on the books at any time.
- 5.3 An employee's decision to elect to earn compensatory time instead of overtime pay is irrevocable.
- 5.4 Upon separation, the employee will be paid at the employee's final regular rate of pay or the average regular rate of pay over the last three (3) years, whichever is higher, for the remaining compensatory balance.
- 5.5 Bargaining unit members shall be allowed to cash out up to a maximum of 100 hours of earned compensatory time off twice per year, in April and October.

ARTICLE VI - TEMPORARY UPGRADE PAY

All employees in this bargaining unit who are required to work in a higher classification shall be paid an additional five percent (5%) of the employee's base salary including any allowance or education incentive pay currently enjoyed by the employee if the position is vacant for more than ten (10) consecutive calendar days because of vacancy, illness, or industrial or non-industrial accident. To be eligible for Temporary Upgrade Pay, the employee must be relieved of their regular duties during the Temporary Upgrade assignment. When assigned to

temporarily fill a vacant position during recruitment for a permanent appointment, a temporary upgrade assignment will not exceed nine hundred sixty (960) hours in a fiscal year.

ARTICLE VII - EDUCATION INCENTIVE PAY

The following educational courses, certificates and degrees enhance the ability of employees represented by this bargaining unit to perform their jobs, and therefore, Education Incentive Pay shall be as follows:

Bachelor's Degree	\$200.00 per month
Basic POST Certificate	\$50.00 per month OR
Intermediate POST Certificate	\$150.00 per month OR
Advanced POST Certificate	\$300.00 per month

The POST Incentives set forth in this clause are paid at the highest-level certificate held (i.e. they are not stackable).

ARTICLE VIII - BILINGUAL OFFICERS

Employees who have passed a bilingual proficiency examination administered by the City and are designated by the Chief of Police as routinely and consistently being required to speak a language other than English in the course of their employment, shall receive a monthly bilingual premium of two hundred dollars (\$200) per month. The bilingual premium shall be paid in twenty-six (26) equal bi-weekly installments of ninety-two dollars and thirty-one cents (\$92.31) Officers shall not be eligible for the bilingual premium while attending a POST Basic Academy. For California Public Employees' Retirement System ("CalPERS") Classic members, the bilingual premium is considered special assignment compensation and shall be reported as pensionable compensation.

ARTICLE IX - ARSON / EXPLOSIVE ORDINANCE INCENTIVE

Officers performing the Arson / Explosive Ordinance function shall be paid an incentive of an additional four and one-half percent (4.5%) of the employee's base salary.

ARTICLE X - MOTOR OFFICERS

10.1 Officers assigned to the Motors Unit shall be paid an incentive of 4.5% of the employee's base salary. It is mutually agreed that assignments to the Motor Unit are at the sole discretion of the

City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

- 10.2 The City and POAL mutually agree that the time Motor Officers spend in all aspects of regular pre-shift preparation, washing, minor maintenance, transportation of the vehicle to repair facilities, is two (2) hours per week, payable at the California minimum wage overtime rate. They agree that any time spent in excess of such time is not reasonably necessary and accordingly, is not authorized. Both parties agree that this agreement complies with the requirements of the Fair Labor Standards Act.

ARTICLE XI - CANINE DUTY

- 11.1 The pay provisions for canine duty shall be regulated only by the following:

The City and POAL estimate that the time canine officers spend in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines, on a weekly basis, is seven (7) hours, payable at the California minimum wage overtime rate. They agree that any time spent in excess of such time is not reasonably necessary and is accordingly not authorized. In the event of a change in California minimum wage, the parties agree to re-open this section to adjust full compensation for these duties such that full compensation for these duties will equal at least four and one-half percent (4.5%) of base pay. The hours derived at in this agreement were determined after an actual inquiry of the officers assigned to canine duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004.) Both parties believe that this agreement complies with the requirements of the Fair Labor Standards Act. For purposes of calculating overtime for work performed by police officers in their capacity as police officers, the reference above shall be part of the base salary rate.

- 11.2 It is mutually agreed that assignments to the Canine program are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty

assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

- 11.3 Officers assigned to the Canine program shall continue in this assignment for a period of not more than five (5) years and shall be compensated at the officer's regular rate of pay including appropriate incentive pay(s). Upon completion of the fifth (5th) year, the officer's performance shall be evaluated, along with any other submitted applications of interest for the position of Canine, for the purpose of filling the position in the program. If no other applications of interest have been submitted for the position in the Canine program, the officer holding the position may be extended for a period of two (2) more years whereupon another evaluation period, previously mentioned, shall commence. (The City reserves the right to conduct annual evaluations on Canine Officers.)

ARTICLE XII - POLICE CORPORALS

Corporals shall wear the insignia (two stripes) currently in use for the Field Training Officer and they shall receive an allowance equal to six percent (6.0%) of their base pay. It is mutually agreed that part of the Corporal duties are supervision in the absence of the Sergeant, and that they are routinely and consistently assigned to lead or supervise over subordinate classifications. It is also mutually agreed that Corporals shall not accept, investigate, or in any form, handle any matter of discipline.

ARTICLE XIII - MASTER OFFICER

- 13.1 Employees represented by the POAL who have completed eight (8) years of sworn service (with a minimum of one (1) year of service with the City of Lodi), who possess their Advanced POST certificate, and who have successfully passed a written examination administered by the Human Resources Division shall be paid an incentive of three percent (3%) of the employee's base salary and be designated as a Master Officer. Written examinations shall be administered in April and October each year, contingent on having qualified employees to take the examination.
- 13.2 Master Officers may be considered for Field Training Officer (FTO); however, the selection shall be at the sole discretion of the Police Chief. Master Officers shall be paid an incentive of three percent (3%) of the employee's base salary when assigned as an FTO. Corporals will not be eligible for this additional three percent (3%) FTO incentive.

13.3 Master Officers may be considered for Field Supervisor; however, the selection shall be at the sole discretion of the Police Chief. Master Officers shall be paid an incentive of three percent (3%) of the employee's base salary when assigned as a Field Supervisor. Corporals will not be eligible for this additional three percent (3%) Field Supervisor incentive.

ARTICLE XIV – FIELD TRAINING OFFICER

The Police Chief has the discretion to assign Field Training Officer (FTO) duties to qualified Officers who are not Master Officer certified.

To be qualified, Officers must have successfully completed a POST approved FTO training program prior to being assigned FTO duties.

Qualified Officers who have been assigned by the Chief of Police to perform FTO duties, and who are not designated as Master Officers, shall receive an incentive of three percent (3%) of the employee's base salary while performing FTO duties.

ARTICLE XV - SPECIAL ASSIGNMENT PAY

Police Officers who are routinely and consistently assigned to Investigations shall receive a Police Investigator Premium equal to four and one-half (4.5%) of their normal base pay.

Police Officers who are routinely and consistently assigned to SWAT shall receive a Fugitive Officer Premium equal to four and one-half percent (4.5%) of their normal base salary.

It is mutually agreed that assignments to Investigations and SWAT are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

ARTICLE XVI - CALL BACK

Officers called to appear for work within two (2) hours of the beginning of a shift, or one (1) hour after the shift, shall receive overtime at the rate of time and one-half (1.5). Such

appearances shall be reported as contiguous shift extensions. If the appearance begins more than two (2) hours before or more than one (1) hour after the scheduled shift, the employee will be credited a minimum of three (3) hours at the time and one-half (1.5) rate.

When an officer is ordered back to work on an "as soon as possible" basis and reports within thirty (30) minutes, the officer shall be compensated starting from the time of the call.

ARTICLE XVII - COURT TIME

- 17.1 Police Officers scheduled to make court appearances during off-duty hours, on scheduled days off, or when on graveyard shift, shall be compensated at the rate of time and one-half (1.5) for actual hours involved in such appearances. In no event shall they be paid for less than four (4) hours.
- 17.2 Court appearances which are within two (2) hours of the beginning of a shift or within one (1) hour of the end of the shift shall be compensated at the time and one-half (1.5) rate. Such appearances shall be reported as contiguous shift extensions.
- 17.3 Court appearances within San Joaquin County – time shall start thirty (30) minutes prior to the appearance time.
- 17.4 Court appearances outside of San Joaquin County – start time shall be determined by the supervisor and officer.
- 17.5 Cancellation of scheduled appearance must be made at least two (2) hours before said scheduled appearance or the minimum four (4) hours shall be paid.
- 17.6 Officers who receive a subpoena to appear in court, shall notify the Watch Commander of the appearance date and time in order to provide the Watch Commander time to review the schedule to determine if rest period time is required, or additional staff will be needed.

ARTICLE XVIII - LONGEVITY PAY

PERS-Reportable Longevity Pay

After completing seven (7) consecutive years of service with the Lodi Police Department,

employees shall receive longevity pay of \$3,000.00 per year. Effective the pay period beginning December 22, 2025, longevity pay will be paid on a per-pay-period basis.

After completing fifteen (15) consecutive years of service with the Lodi Police Department, employees shall receive longevity pay of \$6,000.00 per year. Effective the pay period beginning December 22, 2025, longevity pay will be paid on a per-pay-period basis.

The applicable longevity incentive shall become effective on, and coincide with, the employee's anniversary date marking completion of the qualifying service period. For purposes of determining eligibility, employees must meet the required service threshold of seven (7) or fifteen (15) full years of consecutive service with the Lodi Police Department, calculated based on the first day of the month in which employment commenced.

This longevity incentive replaces the previous fixed-dollar longevity pay structure, effective the pay period beginning December 22, 2025.

Eligible employees shall receive a full year of the new longevity pay amount for calendar year 2025. Any retroactive longevity amount owed, after the 2nd pay period of November 2025, will be paid in a lump sum the pay period beginning December 22, 2025.

Longevity pay is PERS-reportable, consistent with California Code of Regulations, Title 2, Section 571(a)(1), as it represents ongoing compensation.

ARTICLE XIX - UNIFORM ALLOWANCE

- 19.1 The uniform allowance shall be nine hundred fifty dollars (\$950) annually paid on a bi-weekly basis in the amount of thirty-six dollars and fifty-four cents (\$36.54) in the employee's regular payroll check. Effective July 15, 2019, the uniform allowance of \$950 was eliminated.
- 19.2 The City agrees to pay a one-time sum of one thousand two hundred dollars (\$1,200) to offset the initial uniform and equipment costs required for a Motor Officer, and to pay an additional eight hundred dollars (\$800) annual uniform allowance for those officers assigned to Motors, paid on a bi-weekly basis in the amount of thirty dollars and seventy cents (\$30.77) in the employee's regular payroll check.

- 19.3 If a Motor Officer fails to complete an 18-month assignment they agree to reimburse the City on a prorated basis for each month not completed. If they are relieved for lack of performance before the minimum eighteen (18) months, they shall also reimburse the City on the same prorated basis. If they complete the 18-month assignment the equipment becomes the officer's sole possession.
- 19.4 The City agrees to provide each officer a set of "Threat Level 3-A" body armor. When an employee is on patrol they agree to wear their body armor.
- a. In that the City and POAL agree that officer safety is paramount, the City agrees to replace all ballistic vests prior to the end of the fifth (5th) year from the date of manufacture.
 - b. The City agrees to furnish each officer an SL-20 flashlight by Streamlight. The City agrees to exchange the flashlight battery and flashlight bulb upon request, but no more than once in any twelve-month period.
- 19.5 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.
- 19.6 The City and POAL will continue to work together on the concept of a Quarter Master uniform program and if mutually agreeable the program may be implemented through a side-letter agreement or contract amendment.

ARTICLE XX - WELLNESS PROGRAM

- 20.1 Employees in the bargaining unit will be eligible for a Wellness Program Incentive of fifty dollars (\$50.00) per month, paid in the employee's regular payroll check on a bi-weekly basis in the amount of twenty-three dollars and eight cents (\$23.08), upon successfully passing a physical agility examination on an annual basis. The examination will be proctored by Human Resources.

Testing for Sworn employees within this bargaining unit will consist of the following four (4) agility components:

- Fence Climb – Run 5 yards to a 6-foot solid fence, climb over fence, and continue running another 25 yards (must be completed within 19 seconds, employee allowed 2 attempts to complete the fence climb)

- Obstacle Course/Agility Run – Run a 99-yard obstacle course consisting of several sharp turn, a number of curb- height obstacles, and a 34-inch high obstacle that must be vaulted (must be completed within 28 seconds)
- Body Drag – Lift and drag a 165-pound lifelike dummy 32 feet (must be completed within 15 seconds)
- 500 yard run – Run 500 yards (must be completed within 2 minutes and 30 seconds)

Employees must successfully pass each agility component within the prescribed time period to be eligible for the incentive. Employees who fail the examination will be allowed to re-test one time within thirty (30) days of failing the examination. If the employee fails the re-test, the employee will not be eligible to re-test until the next scheduled annual examination.

Employees who are on vacation, injury leave, or modified duty and are not able to participate in the annual physical agility examination, will be given the opportunity to take the examination within thirty (30) days of returning to full duty.

The first examination will be conducted no later than July 31, 2022, and will be conducted annually thereafter, except for re-testing as stated above. Employees who successfully pass the physical agility examination will receive the Wellness Program Incentive, effective the first of the pay period following successful completion of the examination.

Employees who fail the annual testing will lose the incentive until they successful pass the physical agility examination.

20.2 Officer Wellness Day

All sworn officers shall participate in a mandatory, department-sponsored Wellness Day (10 hours). The Wellness Day shall be treated as a paid-on-duty assignment. All sworn personnel have access to one paid Wellness Day annually, as part of the Department's in-service training schedule. One annual 10-hour day per day off sequence will be dedicated exclusively to officer wellness. The department wellness team and training coordinator shall collaborate to plan the curriculum and dates.

CHAPTER 2 - LEAVES

ARTICLE XXI - CATASTROPHIC LEAVE

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

ARTICLE XXII - FAMILY MEDICAL LEAVE

Family Medical Leave is available to employees in accordance with the City's current Family Medical Leave policy.

ARTICLE XXIII - BEREAVEMENT LEAVE

Bereavement Leave is available to employees in accordance with the City's current Bereavement Leave policy.

ARTICLE XXIV - HOLIDAYS

24.1 Effective July 1, 2022 the holiday leave bank will be increased by 10 hours in recognition of the Juneteenth holiday. Thereafter, January 1 of each calendar year, each represented member of the POAL shall receive 145 hours of holiday leave which may be taken on any day of the week depending on the needs of the Department as determined by the Chief or designee. Holiday Leave may be taken in hourly increments. The City observes 10.5 holidays, in addition to 4 floating holidays. The observed holidays are as follows:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	4th Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (four hours)	December 24
Christmas Day	December 25

- 24.2 Police Officers assigned to patrol shall pick holidays by seniority, in one-shift increments, depending on the needs of the service. There shall be no fixed holidays during the calendar year with the exception that the current practice of Thanksgiving, Christmas, and New Year's holidays be fixed (i.e. - the actual date on which the holiday falls is recognized and therefore taken) for officers assigned to Motors shall be continued. Employees hired or separating from service mid-year shall be credited with holiday leave on a prorated basis with the exception that the three holidays fixed for Motor Officers shall not be prorated.
- 24.3 Bargaining unit members shall be allowed to cash out holiday time in April and October. If holiday time is not used by the end of the calendar year, it will be cashed out to the employee in the last payroll check in December. Holiday time cashed out shall be paid at the employee's regular rate of pay. Holiday cash out compensation is reportable as earned in compliance with the Public Employee's Retirement Law (PERL) and Government Code Section 20630 for all bargaining unit members classifying as a CalPERS Classic Member. Holiday cash out for CalPERS PEPRA members are not pensionable compensation. Floating holiday hours are considered not pensionable compensation for both Classic and PEPRA members.
- 24.4 Holiday Pay is additional compensation for employees who are required to work on City observed holidays because they work in positions that require scheduled staffing without regard to holidays.

ARTICLE XXV - LEAVES OF ABSENCE

Leaves of Absence are available to employees in accordance with the City's current Leave of Absence policy.

ARTICLE XXVI - SICK LEAVE

- 26.1 The objective of this section is to provide methods of furthering the health and general welfare of City employees, as well as ensuring maximum and reasonable job attendance. Sick leave should not be viewed as a right to be used at the employee's discretion, rather it is a benefit of paid time away from the work duties in the event of one of the following circumstances:
- a. Actual illness or injury of the employee.

- b. Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's family member is incapable of independently attending such appointments. For the purpose of this article, immediate family means spouse, registered domestic partner, child of any age or dependency status (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.), grandparent, grandchild, or sibling.

In addition to the list above, a designated person, which, for purposes of this provision, means a person identified by the employee covered by this policy at the time that employee requests paid sick leave. Employees covered by this policy are limited to one such designated person per 12-month period for whom they can use paid sick leave to provide care.

- c. Where the employee's medical attention to an immediate family member is required.
- d. Emergency leave due to the death or imminent death of family members.
- e. For an employee who is a victim or whose family member is a victim, as defined in Government Code Section 12945.8(j), the purposes described in Government Code Sections 12945.8(a)(3) and (b) of the Government Code.

26.2 Effective the pay period beginning October 25, 2004, all employees shall accrue sick leave at the rate of 5.54 hours per pay period (144 hours per year).

26.3 Sick leave may be accumulated to an unlimited amount.

26.4 Employees who retire within one hundred twenty (120) days of separation from the City will have remaining unused sick leave credited toward service time in accordance with California Government Code Section 20965 (with .004 year of service credit for each unused day of sick leave certified by the City) and CalPERS regulations.

ARTICLE XXVII- VACATION LEAVE

27.1 Vacation accruals shall be as follows:

0-5 years	3.08 hours per pay period
6-11 years	4.62 hours per pay period
12-14 years	5.24 hours per pay period
15+years	6.16 hours per pay period

The following accrual rates apply only for employees hired on or before October 10, 1994:

21 years	6.47 hours per pay period
22 years	6.78 hours per pay period
23 years	7.09 hours per pay period
24 years	7.40 hours per pay period
25 years	7.71 hours per pay period

27.2 During the first continuous twelve (12) months of employment, vacation hours shall accrue but may not be taken. An employee who terminates employment for any reason during the first twelve (12) months of employment shall be entitled to cash out of accrued and unused vacation leave.

27.3 At the completion of twelve (12) continuous months of employment, the employee is eligible to take their accrued vacation leave in accordance with department policy.

27.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy on Vacation Leave.

27.5 All persons hired after October 10, 1994, shall only accrue a maximum of 6.16 hours of vacation per pay period.

- 27.6 Employees shall be eligible to annually cash out all accrued vacation hours in excess of 80 hours in October of the calendar year. The cash out payment will include the employee's incentive pay(s) in the calculation.

CHAPTER 3 – CAFETERIA PAN

ARTICLE XXVIII – HEALTH INSURANCE

28.1 City Contribution

The City shall contribute an amount equal to ninety percent (90%) of the premium cost of the lowest-cost CalPERS Health Maintenance Organization (“HMO”) plan available within ZIP Code 95240 toward each eligible employee's health insurance coverage by enrollment category.

This contribution shall be adjusted annually, effective the first pay period in January, based on CalPERS premium rates.

Employees who select plans costing more than the City's contribution shall pay the premium cost difference through payroll deductions.

28.2 Eligibility

Regular full-time employees are eligible to participate in the Cafeteria Plan beginning the first day of the month following hire.

Employee's eligible dependents may be enrolled in accordance with CalPERS and the employee's selected plan rules.

Changes in health insurance coverage may occur only during the City's open enrollment period or following a qualifying event as defined under Internal Revenue Code Section 125.

Health Insurance coverage ends the last day of the month in which employment terminates, unless continued under Consolidated Omnibus Budget Reconciliation Act (COBRA).

28.3 Eligible Benefits

City contributions under this Article may be applied to the following benefits:

- Medical Insurance – see this Article
- Dental and Orthodontia – see Article XXIX- Dental and Orthodontia Insurance
- Vision Insurance – see Article XXX – Vision Insurance
- Chiropractic Services – see Article XXXI – Chiropractic Services

28.4 Administration and Opt-Out

The Cafeteria Plan shall be administered in accordance with Internal Revenue Code Section 125 and applicable CalPERS regulations.

Employees providing proof of alternate qualifying medical coverage may opt out of City-provided medical insurance and will receive the applicable opt-out or cash-in-lieu benefit as described in this Article.

All employees are offered medical insurance for themselves and their eligible dependents through CalPERS medical plans.

Effective January 1, 2026, the City shall contribute an amount equal to ninety percent (90%) of the premium, by enrollment category, for the lowest-cost HMO plan available in ZIP code 95240. Employees shall be responsible for the difference between the City's contribution and the premium of the plan the employee selects. Employee contributions shall be collected through payroll deductions. Employees may elect to have premium deductions withheld from pre-tax wages through the City's Flexible Spending Account benefits Premium Only Plan (POP) as described in Article XXIII below.

The City's ninety percent (90%) contribution and corresponding ten percent (10%) employee contribution shall be reviewed annually and any necessary adjustments would be implemented at the first pay period in January to reflect any changes in premium rates for the lowest-cost HMO plan available in ZIP code 95240. The City's contribution percentage shall not be reduced below ninety percent (90%) without mutual agreement between the City and the POAL bargaining unit.

Employees who elect to waive medical insurance coverage through the City shall receive an additional "cash in lieu" of medical benefits amount as follows:

- \$692.81 per month for family coverage
- \$532.92 per month for employee + one dependent coverage
- \$305.22 per month for single coverage

These monthly cash in lieu amounts identified above shall be divided across two pay periods each month and be paid in a flat dollar amount for the employee’s corresponding coverage level. To qualify for this provision, employees must provide proof of other qualifying group medical insurance coverage to the City.

ARTICLE XXIX - DENTAL AND ORTHODONTIA INSURANCE

29.1 Coverage

Employees shall be provided fully paid family dental insurance. The City shall pay the full cost of the dental insurance premium for the employee and all eligible dependents.

The City reserves the right to select or change the dental insurance administrator or plan provider, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

29.2 Benefits

Maximum dental benefits shall be one thousand two hundred fifty dollars (\$1,250) per calendar year for each family member enrolled in the dental plan. A twenty-five dollar (\$25) deductible and applicable co-insurance provisions shall apply.

The City shall provide orthodontia benefits with a lifetime maximum benefit of one thousand two hundred fifty dollars (\$1,250) for each eligible family member covered under the dental plan.

29.3 Continuation of Coverage

The City’s contribution toward group dental, orthodontia, chiropractic, and vision insurance shall continue only while the employee remains in paid status or during periods of legally protected leave, including the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

ARTICLE XXX – VISION CARE INSURANCE

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium necessary to provide employees with vision care insurance through the Vision Service Plan (VSP) by enrollment category (Employee, Employee +1 or Family). The services covered and the amount of coverage shall be as outlined in the VSP Summary of Benefits.

The City reserves the right to select or change the vision insurance carrier, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

Employees may opt out of City provided Vision Care and apply the City contribution towards medical premiums.

ARTICLE XXXI – CHIROPRACTIC SERVICES

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium, by enrollment category (Employee, Employee +1 or Family), necessary to provide employees and their eligible dependents chiropractic services under the City's Chiropractic benefit program. This benefit allows for up to a maximum of forty (40) visits per calendar year.

A co-payment of ten dollars (\$10.00) per visit shall apply for each covered chiropractic service.

Employees may opt out of City provided Chiropractic Care and apply the City contribution towards medical premiums.

ARTICLE XXXII – EMPLOYEE ASSISTANCE PROGRAM

Employees, their spouses, and dependent children shall be eligible to participate in the City's Employee Assistance Program (EAP). Each eligible individual shall be entitled to three (3) free counseling visits per calendar year with a licensed clinical social worker (LCSW) or other qualified EAP provider designated by the City.

Following the exhaustion of the three (3) free visits, additional visits may be covered or supplemented through the employee's medical insurance plan, subject to the terms and limitations of that plan.

Participation in the Employee Assistance Program is voluntary and confidential. No identifying information regarding participation or services received shall be shared with the City without the employee's prior written consent, except as required by law

ARTICLE XXXIII - FLEXIBLE SPENDING ACCOUNT

33.1 Participation

Employees shall have the option of participating in the City's Flexible Spending Account (FSA) Plan established under Section 125 of the Internal Revenue Code. Employees may elect to participate in one or more of the following plan options:

- Premium Only Plan (POP)
- Medical Flexible Spending Account (FSA)
- Dependent Care Flexible Spending Account (DCFSA)

33.2 Enrollment and Election Periods

Elections for the upcoming calendar year shall be made during the annual open-enrollment period held each November or in the event of a qualifying change in family status as defined by the Internal Revenue Code and applicable IRS regulations.

Funds elected but not used by the end of the plan year shall be forfeited by the employee in accordance with federal "use-it-or-lose-it" rules, except as otherwise provided by the carryover or grace-period provisions described below.

33.3 Carryover or Grace Period Provision

The City's FSA may include one of the following IRS-approved options, as specified in the City's official Section 125 Plan Document:

- A carryover provision that allows an active participant to automatically carry over up to six hundred eighty dollars (\$680) into the subsequent plan year (the allowable amount may be adjusted annually by the IRS);

or

- A grace period of up to two and one-half (2½) months following the close of the plan year, during which eligible expenses incurred may be applied against the prior year’s unused balance.

Any unclaimed funds exceeding the allowable carryover limit or not used within the grace-period timeframe shall be forfeited after the final filing date established by the plan administrator.

ARTICLE XXXIV - DEFERRED COMPENSATION

- 34.1 Employees may voluntarily participate in the City of Lodi’s Deferred Compensation Plan as allowed by Internal Revenue Code Section 457.
- 34.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum three percent (3.0%) of the employee’s gross salary.

ARTICLE XXXV - LIFE INSURANCE

The City agrees to provide each covered member an accidental death policy with a maximum payout of fifty-thousand dollars (\$50,000) in addition to any other life insurance policy or statutory payments that may be due to an employee in the event of death resulting from a line-of-duty injury.

ARTICLE XXXVI - PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits.

- 36.1 Tier One (Classic) Pension: The following plan is available to employees hired prior to December 22, 2012 who are deemed “classic” employees by PERS:

Public Safety

- 3% @ 50 plan
- 1959 Survivors Benefit – Third Level
- Effective July 6, 2026 employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation, plus the 3% cost share

referenced in MOU section 34.4, for a total contribution of 12%

- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Single Highest Year

36.2 Tier Two (Classic) Pension: For employees hired on or after December 22, 2012 and deemed to be “classic” employees by PERS, the following retirement plan will apply:

Public Safety

- 3% @ 55 plan
- 1959 Survivor Benefit – Third Level
- Effective July 6, 2026, employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation, plus the 3% cost share referenced in MOU Section 34.4, for a total contribution of 12%
- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three Year Average

36.3 Tier Three (PEPRA) Pension: The City agrees to provide the following PERS retirement program and to pay the employer’s cost for employees deemed to be “new” employees by PERS under the Public Employee’s Pension Reform Act of 2013 (PEPRA):

Public Safety

- 2.7% @ 57 plan
- 1959 Survivor Benefit – Third Level
- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three Year Average
- Effective July 6, 2026, employee shall pay the greater of 12% or the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation (one-half of the normal cost of pension)

- 36.4 Per a contract amendment with CalPERS, thru June 30, 2026, all employees in the bargaining unit shall pay an additional six percent (6%) of the employer’s contribution, in addition to previously agreed upon cost-sharing outlined in section 36.1, 36.2, and 36.3 above. Classic safety members shall pay a total of nine percent (9%) of the employer’s normal cost (cost-sharing). PEPRAs shall pay a total of six percent (6%) of the employer’s normal cost (cost-sharing). Once an affirmative vote by those employees defined as PEPRAs, agreeing to the additional six percent (6%) cost-share, employee contributions to the employer’s portion shall be credited to each employee’s account. In addition to the six percent (6%) cost-sharing above, PEPRAs will contribute a minimum of twelve percent (12%) or the Required PEPRAs Member Contribution Rate as determined annually by CalPERS as outlined in section 36.5.
- 36.5 Effective July 6, 2026, Tiers One and Two Classic Pension Cost Share: In accordance with section 20516(a) of the California Government Code, all employees deemed “classic” safety members of CalPERS as referenced in Article 36.1 and 36.2 shall have deducted from their compensation a three percent (3%) cost share of the CalPERS statutory member contribution referenced above, for a total contribution of twelve percent (12%) The parties mutually recognize and acknowledge that the cost-sharing provisions provided herein satisfy the terms set forth in Government Code 20516.5.

“Service Credit”

Employees may elect to add PERS credit for unused sick leave per Government Code Section 20868.8. This benefit is available to all employees regardless of the date hired. .

ARTICLE XXXVII - SURVIVORS BENEFITS

- 37.1 The City shall pay one hundred percent (100%) of the premiums for health and dental benefits described in this MOU for the surviving spouse or registered domestic partner and any minor children of any employee represented by the POAL who is killed or dies during the performance of official duties. Premiums will be paid at the current rate in effect at the time of the employee’s death. Premiums will continue to be paid by the City until such time as the surviving spouse is covered by other insurance or remarries, and for dependent children of the employee killed in the line of duty until such time as either:
- a. the children are no longer eligible by law to be covered as dependents on the plan, or

- b. the children are covered under other alternative medical coverage provided by and through the surviving spouse or the person who they remarry.
- 37.2 Survivor benefits (as listed in Section 37.1 and listed in 4856 of the California Labor Code) do not apply to Police Officer Trainees until such time that they are sworn pursuant to Article 44, Section 4.
- 37.3 Disability benefits (listed in 4850 of the California Labor Code) shall not apply to Police Officer Trainees until such time that they are sworn pursuant to Article 44, Section 4.

ARTICLE XXXVIII - TUITION REIMBURSEMENT

Tuition Reimbursement is available to employees in accordance with the City's current Tuition Reimbursement policy.

CHAPTER 4 - ASSOCIATION/CITY ISSUES

ARTICLE XXXIX- ASSOCIATION TIME BANK

- 39.1 Individual employees in the bargaining unit may donate from their accrued vacation leave, holiday leave, or compensatory time off up to a total of eight hundred (800) hours per calendar year for Association business directly related to representation of Lodi Police Officers. Donation of leave will be taxed to the donor in accordance with legal requirements. The President of the POAL may designate employees represented by the Association to utilize this time. Only one employee at a time may be absent unless mutually agreed that additional employees may be absent. Five (5) days advance notice of use of time shall be given. The time may be used only in hourly increments with a two-hour minimum.
- 39.2 The POAL has the right to purchase additional time at the rate of one hundred fifty percent (150%) of base pay.
- 39.3 Except in cases of an emergency, the President of the POAL shall be permitted to use one-half (1/2) day per week for the performance of the duties of the office of President of the POAL. This time shall be scheduled at a time mutually agreed upon between the POAL

President and the Police Chief or designee. Such time shall be charged to the Association time bank.

ARTICLE XL - BENEFICIAL PAY PRACTICE

If the Department, in its sole discretion, wishes to implement a new beneficial pay practice, it will notify the POAL and provide an opportunity to meet and confer.

ARTICLE XLI - CHANGES IN THE MEMORANDUM OF UNDERSTANDING

The City and the POAL agree to reopen this MOU and to renew Meeting and Conferring on the subjects set forth herein during the term of this MOU in the event that any provision of this MOU is modified by statute or by a competent order of a court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute or competent order of a court or agreement of the City and the POAL.

ARTICLE XLII - CITY RIGHTS

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

- Determine the mission of its constituent departments, commissions, and boards.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.
- Maintain the efficiency of governmental operations.
- Determine the methods, means, and personnel by which government operations are conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion and the technology of performing its work.

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

content of job classifications; provided, however, that nothing herein may be read to extend the term of the MOU nor to supplement negotiations as a means for arriving at terms for a successor MOU.

ARTICLE XLIII - CONCERTED ACTIVITIES

The POAL and employees agree that they will not engage in any strike, sympathy strike, slowdowns, work to rule, “blue flu”, or other concerted withholding of services. In the event of any such activity, the POAL will take any such activity to a cessation immediately. The POAL and all employees covered by this agreement acknowledge that any such activity by employees covered by this agreement is misconduct which may lead to discipline up to termination.

ARTICLE XLIV - EMPLOYEE REPRESENTATION

44.1 Recognition: This Memorandum of Understanding (MOU) is entered into between representatives of the City of Lodi (City) and representatives of the Police Officers' Association of Lodi (“POAL” or “Association”).

The parties hereto acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth herein.

Both parties each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective negotiations preparatory to signing this agreement. City will provide the POAL with the opportunity to meet and confer before changing a policy or general order that is subject to meet and confer under the Meyers-Milias-Brown Act.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by the POAL. The City recognizes the POAL as the sole exclusive collective bargaining representative for all employees in the bargaining unit. The bargaining unit shall consist of all full-time employees in the following job classifications:

- Police Officer Trainee
- Police Officer and
- Police Corporal

The City agrees to recognize the POAL representatives for the purpose of representing members of the POAL on all matters relating to the administration of this MOU, and, upon the request of an employee, on adverse actions and other matters which may be or are on appeal in accordance with Article XLIV of this MOU.

It is mutually agreed that this document supersedes all previous MOU's and all practices not defined in this MOU.

The terms and conditions of this MOU shall continue in effect during the term of this MOU.

The City and the POAL agree and understand that if any section of this MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure manual, City resolutions, or City ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on an issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

- 44.2 Dues Deduction: The City and the POAL mutually agree that the City shall grant dues deduction to City employees who are members of the POAL in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution." The POAL may have the regular dues of its members deducted from the employees' paychecks. It shall be the responsibility of the POAL to maintain a record of employees who have given their written consent to join and pay dues to the POAL. The POAL shall annually certify to the City the amount of such payroll deductions to be deducted. Payroll deductions shall be for an amount specified by the POAL and uniform as between employee members of the POAL, and shall not include fines or fees. The POAL shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of said employee organization's dues. In addition, the POAL shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

When an employee is in a non-pay status for an entire pay period, no deductions will be made to cover that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the POAL deduction.

An authorization for payroll deductions may be canceled or modified upon written notice to the City and the POAL before the twentieth (20th) day of the month in which the cancellation is to become effective, subject to the provisions of this article.

- 44.3 New Employee Orientation: The City shall make available a period of one (1) hour to the POAL in each recruit class with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other POAL benefits, and the responsibilities of the employee and the organization of the POAL with an end toward having an employee who would become a better POAL member and a better employee. The specific date, time, and location of the POAL meeting with new employees will be conducted by the Chief of Police and the President of the POAL.

The City shall provide the POAL with ten (10) calendar days' advance notice of the start date of any new hire to a represented classification. An exception to the ten (10) calendar days' advance notice requirement may be made if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the City's operations and is not reasonably foreseeable.

The City and POAL acknowledge that this Agreement, once implemented by both Parties, fully complies with and exhausts the Parties' obligation to negotiate pursuant to Government Code Section 3557.

- 44.4 All new hires in the classification of Police Officer Trainee shall remain in this category until they have completed their field training program and have been certified to work as a Police Officer.
- 44.5 For purposes of continued certification of the POAL as the recognized employee organization for this unit, employees who are members or hereafter become members shall maintain membership with the POAL for the life of this MOU except that any unit employee may withdraw from membership not earlier than ninety (90) days nor less than sixty (60) days before the expiration of this MOU. Such withdrawal must be in writing

and delivered to the POAL. A copy of the request shall be forwarded to the Finance Department upon receipt by the POAL.

ARTICLE XLV - EMPLOYEE RIGHTS

45.1 The City agrees that all disciplinary actions shall be taken in a timely manner, recognizing that imposing discipline, grieving such discipline, investigations, and criminal proceedings may preclude timely action. This process also includes investigations of the complaint, recommending discipline to the office of the Police Chief, and the imposition of discipline. 45.2 The POAL retains the right to provide representation for employees in the classification of Police Officer Trainee, though it is acknowledged that prior to being sworn pursuant to Article 43, Section 4, that the Police Officers Procedural Bill of Rights is not applicable to those employees. The City and its employees agree that disciplinary actions involving employees in the classification of Police Officer Trainee, prior to being sworn, will continue to be handled in a manner consistent with other employees represented by this bargaining unit.

45.2 It is understood by both parties that the POAL, in addition to any other rights herein specified, has the following rights:

1. To represent its members before the City regarding wages, hours, and other terms and conditions of employment.
2. To receive timely written notice of changes to or adoption of any rule or regulation directly relating to wages, hours and other terms and conditions of employment.
3. With an employee's written consent, an authorized POAL representative shall be permitted, upon request, to inspect the employee's official departmental personnel file during normal business hours. Such review shall not interfere with normal business of the Department.

The City agrees to recognize the POAL representatives for the purpose of representing employees on all matters relating to the administration of this MOU; and, upon the request of an employee on adverse actions and other matters which may be or are on appeal in accordance with Article XLVIII of this MOU.

- 45.3 The City agrees to provide each represented employee with copies of special orders, general orders, training bulletins, departmental rules and regulations, and a copy of this MOU.
- 45.4 The City agrees not to interfere or in any way discriminate against an employee for exercising their right to belong to an employee organization or to exercise their rights under this MOU. The POAL similarly agrees that it will not interfere with or discriminate against employees for exercising rights to belong or refrain from belonging to, supporting, or participating in the activities of an employee organization.
- 45.5 Both the City and the POAL agree that no employee shall be subjected to any discrimination by the City or fellow employees in any matter relating to hiring, promotion, assignment, wages, or conditions of employment because of age, sex, creed, color, national origin, or other legally-protected classification. Alleged discriminatory acts are subject to the City's Policy and Procedure regarding Discrimination, not the grievance procedure.

ARTICLE XLVI - GRIEVANCE PROCEDURE

- 46.1 Intent and definitions of this section:
- a. This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, Letters of Understanding, and formal interpretations and clarifications executed by the POAL and the City.
 - b. The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.
 - c. A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the POAL involving the interpretation, application, or enforcement of the express terms of this MOU and other terms and conditions of employment and matters of discipline.

- d. As used in this procedure, the term "party" means an employee, the POAL, the City, or their authorized representatives. The employee grievant is entitled to representation through all the steps in the procedure.
- e. As used in this procedure the term "working days" refers to Monday through Friday, excluding City-recognized holidays.

46.2 Grievance Procedure

- A. Grievances in General. An employee, individually or in representation of a group of employees, may complain to City management through the grievance procedure regarding any matter relating to that employee's wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.
- B. Informal Grievance. An employee, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her immediate supervisor within ten (10) working days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) working days of the unsuccessful discussion and so on, until the employee reaches the Police Chief. The decision of the Police Chief regarding an informal grievance shall be final unless the employee files a formal grievance. A request for the grievance to be presented in writing may be made at any supervisory level and shall be made prior to filing a formal grievance.
- C. Formal Grievance
 - 1. Step 1: An employee, individually or in representation of a group of employees, who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager or designee within ten (10) working days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance which the employee wishes the City Manager to consider. The City Manager or designee shall meet with and

respond in writing to the employee within ten (10) working days of the receipt of the grievance.

2. Step 2: A grievance may be appealed to arbitration. Only the POAL may appeal to arbitration, and must notify the City within ten (10) working days after the decision of the City Manager.
3. Selection of Arbitrator. Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached, the parties shall immediately and jointly request a panel of five (5) arbitrators from the State Conciliation and Mediation Service and shall alternately strike names until one name remains. The order of striking shall be determined by lot.

The Arbitration Guidelines from Section 46.3(D) shall apply.

46.3 Discipline

- A. Discipline in General. Causes for disciplinary action are specified in the Rules for Personnel Administration (RPA) and the Department's policy manual. Disciplinary action includes but is not limited to written reprimands, demotion, suspension, or discharge of the employee. The causes cited in the RPA and policy manual are for both specific and exemplary reasons to alert employees to the more commonplace types of disciplinary issues. However, because conditions of human conduct are unpredictable, there may arise instances of unacceptable behavior not included in the written list of causes, in which the City may find it necessary and appropriate to initiate disciplinary action.
- B. Right of Appeal
 1. Any employee shall have the right to appeal an EPO to the Division Commander (or Police Chief if issued by Division Commander). Any employee shall have the right to appeal a written reprimand through the chain of command up to the Police Chief or his designee. The decision of the Police Chief is final and binding and not subject to further appeal. The appeal process timeline is as specified in #2a and #2b.

2. Any employee in the POAL bargaining unit shall have the right to appeal disciplinary action above a written reprimand as follows:
 - a. An employee must submit, in writing, to the Division Commander the appeal, clearly stating the basis and requested action within ten (10) working days after receiving the notice of discipline. The decision of the Division Commander will be issued within ten (10) working days of receipt of appeal.
 - b. The Division Commander's decision may be appealed to the Police Chief or his designee by filing in writing within ten (10) working days after issuance. The Police Chief will schedule a meeting with the employee and hear all evidence germane to the dispute. Thereafter, the Police Chief will decide the matter within ten (10) working days.
 - c. The Police Chief's decision may be appealed to the City Manager or his designee by filing in writing within ten (10) working days after issuance. The City Manager will respond in writing within ten (10) working days of receipt of the appeal.
 - d. The City Manager's decision may be submitted to arbitration as the final level of appeal for disciplinary action. Only the POAL may appeal to arbitration and must notify the City within ten (10) working days of the date of notice from the City Manager.

C. Conduct of Appeal Process

1. Failure by either party to meet the established time limits will result in forfeiture by the failing party. Grievance settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
2. The time limits specified may be extended by mutual agreement between the parties.

D. Arbitration Process Guidelines

To insure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion, or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. In grievance arbitration, the parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which they determine irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or their representatives and the employer's representatives.

- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the City and POAL. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and it shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations, and procedures of the City, nor shall they impose any limitations or obligations not specifically provided for under the terms of this MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

The arbitrator's decision shall be final, binding, and precedential and the arbitrator's decision shall possess the authority to make an employee whole to the extent such remedy is not limited by law, including the authority to award back pay, reinstatement, retroactive promotion where appropriate, and to issue an order to expunge the record of all references to a disciplinary action if appropriate.

The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the case.

By filing a grievance or appealing a disciplinary action to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than is provided by this grievance/arbitration procedure to the extent provided under the law. The processing of a grievance to arbitration shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the

provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE XLVII - LAYOFF PROCEDURE

47.1 In the event that reductions in rank or layoffs of Police Unit personnel are necessary, the following procedure shall be followed:

- a. Any reduction in rank shall be based entirely on seniority. The employee having the least classification seniority shall be reduced first and transferred to the next lower classification to which they previously worked.
- b. If an employee is reduced in rank they shall not be laid off until all other employees of similar rank to which they were reduced have been laid off (i.e., if a Police Sergeant is reduced in rank to Police Officer, they must then be the last Police Officer to be laid off, regardless of the seniority of the other Police Officers).
- c. All layoffs of Police personnel within the seniority span of service shall be by merit (at the discretion of the City Manager upon the recommendation of the Police Chief). The seniority spans of service are as follows:
 - 1) All Police Officer Trainees based on seniority; then
 - 2) All Police Officers on probation (one-year period);
 - 3) All personnel with less than two years seniority; then
 - 4) All personnel with two to three years seniority; then
 - 5) All personnel with three to six years seniority; then
 - 6) Personnel with more than six years shall be laid off by seniority.

Before any employee of a higher seniority group is laid off, all persons in the junior group must be laid off first.

- d. Reinstatement shall be in reverse order of layoff or reduction in rank (i.e., the last Police Officer to be laid off would be first Police Officer reinstated.)

ARTICLE XLVIII - PROBATIONARY PERIOD

During the initial probationary period, the probationary employee shall be entitled to sick leave benefits. Employees shall be eligible to be considered for a merit increase upon the

successful completion of probation. Nothing herein shall be deemed to alter the terms or conditions of the probationary period following promotion.

ARTICLE XLIX - PROMOTIONAL EXAMINATIONS

The certification process on promotional examinations for positions represented in this bargaining unit (Police Corporal) will be as follows:

1. For one (1) vacancy, the top five (5) highest scoring applicants will be certified to the Police Chief for a hiring interview.
2. In the event of more than one (1) vacancy at the same time, two (2) additional names will be certified for each additional vacancy. For example, if there are two vacancies, seven (7) names shall be certified, three (3) vacancies, nine (9) names, etc.
3. It is understood and agreed that the Police Chief has the sole right to select any of the certified applicants in compliance with the Rules for Personnel Administration and applicable law.

ARTICLE L – PERSONNEL FILES

50.1 Employees shall be provided a copy of all performance related memoranda (including performance evaluations) placed in their official personnel file which is retained in the Human Resources Department, and their "Administrative File" which is retained in the Police Department. Personnel files shall be kept in a secured location. Items that are to be removed shall be returned to the employee for disposition.

Affected employees shall be provided a copy of adverse comments placed in their official personnel file and shall have access to adverse comments placed in their administrative file maintained by the Police Department. No employee shall have any adverse comments placed in their file without first reading and signing indicating awareness of such adverse comments. Should an employee refuse to sign, the adverse comments will nevertheless be placed in their file. An employee shall have thirty (30) calendar days within which to file a written response to any adverse comments entered into-the-official personnel file. Such written response shall be attached to and shall accompany the adverse comments. Upon written request of the employee, adverse comments in the personnel file and administrative

file shall be removed in accordance with the timelines prescribed. Adverse comments pertaining to attendance problems may be used to support discipline only if the discipline was primarily imposed for an incident involving attendance problems. References to Letter of Discussion and Oral Counseling shall be articulated on a separate piece of paper for each event.

An employee shall be permitted at any time during regular office hours to inspect their personnel or administrative files provided notice is given to the custodian department which is sufficient to allow it up to three (3) of its working days to make the files available. They may also authorize, in writing, the POAL representative to also inspect their personnel file provided the same advance notice is given. Such reviews shall be made in the Human Resources Department or Police Department subject to the presence of a member of the Human Resources Department or Police Department staff or its designee.

Any matters not in the official personnel file or referred to in the official personnel file shall not be used as the basis of discipline. Material in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of this MOU and applicable law.

Material contained in the Internal Affairs Division files, administrative file and the employee's personnel file shall be removed and destroyed after five (5) years from placement in the files, except as required by state law or unless litigation relating to such material is pending. In such case, the potentially relevant material shall be retained in the files until the matter has been fully and finally adjudicated or until at least five (5) years have passed since the material was placed in the file, whichever occurs later, unless retention is required by state law.

The contents of the Internal Affairs File shall be purged and destroyed in accordance with applicable law.

All documented disciplinary actions shall be removed from the employee's official personnel file and "Administrative File" in accordance with table to follow.

This Section shall always be in compliance with the Public Safety Officers Procedural Bill of Rights Act, as set forth in Government Code Sections 3300-3312, and all provisions of

law. Civilian employees shall not be granted any additional rights under the Public Safety Officer's Procedural Bill of Rights Act beyond those stated in this Section.

50.2 Document Retention

The following table reflects the time period each documented discipline shall be retained in the employee's personnel files:

Level of Discipline	Considered for Promotion and Utilized in Progressive Discipline
Letter of Discussion	2 Years from Date of Discipline
Oral Counseling	2 Years from Date of Discipline
Written Reprimand	2 Years from Date of Discipline
Pay Step Reduction	3 Years from Date of Discipline
Suspension Without Pay	3 Years from Date of Discipline
Demotion	5 Years from Date of Discipline

50.3 The City shall not maintain any file that the employee does not have access to, nor shall any file be kept beyond the above timeframes except where required by law and in instances where the material is subject to pending litigation.

50.4 Should the City request to meet and confer over changes to this section, the POAL agrees to engage in discussions.

ARTICLE LI - SEVERABILITY

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

ARTICLE LII – TERM

52.1 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and POAL agree that the term is July 1, 2025 through June 30, 2028.

52.2 The POAL and City mutually agree to commence negotiations for a new contract no later than three (3) months prior to the expiration of this MOU.

TO EFFECTUATE THIS MOU, the Parties have caused their duly authorized representatives to execute this MOU as of the date first written above.

POLICE OFFICERS' ASSOCIATION OF LODI

CITY OF LODI

Austin Blythe, President
Negotiator

James Lindsay, Interim City Manager

Andrew Costamagna, 1st Vice President
Negotiator

Patrick Clark, Chief Negotiator

Gage Johnston, 2nd Vice President
Negotiator

Cristina Gonzales, Interim Human
Resources Manager

Christian Valeros, Secretary
Negotiator

APPROVED AS TO FORM:

Katie Lucchesi, City Attorney *KL*

Richard Dunfee, Treasurer
Negotiator

ATTEST:

MASTAGNI HOLSTEDT, A.P.C.

Olivia Nashed, City Clerk

Leticia Ruano, Labor Relations Consultant

EXHIBIT A

Effective December 22, 2025 - 3.5% Equity Adjustment							
Job Title	Class	Date	Step 0	Step 1	Step 2	Step 3	Step 4
Police Officer Trainee	6200	12/22/2025	82,685.77	86,820.06	91,161.06	95,719.12	100,505.07
Police Officer	6210	12/22/2025	101,495.16	106,569.92	111,898.42	117,493.34	123,368.00
Police Corporal	6220	12/22/2025	107,584.81	112,964.06	118,612.26	124,542.87	130,770.01

Effective July 7, 2027 - 3.0% Cost of Living Adjustment							
Job Title	Class	Date	Step 0	Step 1	Step 2	Step 3	Step 4
Police Officer Trainee	6200	7/5/2027	85,166.34	89,424.66	93,895.90	98,590.69	103,520.22
Police Officer	6210	7/5/2027	104,540.02	109,767.02	115,255.37	121,018.14	127,069.05
Police Corporal	6220	7/5/2027	110,812.36	116,352.98	122,170.63	128,279.16	134,693.11

Signature: 
Katie Lucchesi (Dec 12, 2025 11:25:57 PST)

Email: klucchesi@lodi.gov

POAL MOU

Final Audit Report

2025-12-12

Created:	2025-12-12
By:	Olivia Nashed (onashed@lodi.gov)
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Transaction ID:	CBJCHBCAABAAzQeCrshCxlWxHFZAds7hu4gTbM1CRK4

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RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE POLICE OFFICER ASSOCIATION OF LODI MEMORANDUM OF UNDERSTANDING EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2028

=====

WHEREAS, representatives from the City of Lodi ("City") and the Police Officers Association of Lodi (POAL) have bargained in good faith and reached a tentative agreement on a successor Memorandum of Understanding (MOU); and

WHEREAS, it is recommended that the City Council approve revisions to the MOU with LPMO to include the following:

- The term of the MOU shall be from July 1, 2025 through June 30, 2028.
- 6.5% wage adjustment over the term of the contract
 - 3.5% equity adjustment effective December 22, 2025;
 - 3% cost of living adjustment effective July 5, 2027.
- Off salary schedule payment of seven thousand six hundred ninety-six dollars and eighty-one cents (\$7,696.81) to be paid December 22, 2025 pay period, after City Council approval of the MOU.
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026, or the first pay period following City Council approval of the MOU, whichever is later.
- Add Graveyard incentive, 2.5% effective the first pay period following City Council approval of the MOU.
- Increase bilingual incentive to \$200 per month effective the first pay period following City Council approval of the MOU.
- Increase Longevity pay –The longevity incentive will become effective the pay period beginning December 22, 2025, and be paid on a per pay period basis starting the first full pay period in January 2026 as follows:
 - 7 years – Three thousand (\$3,000) per year
 - 15 years – Six thousand (\$6,000) per year
 - Eligible employees owed a retroactive longevity amount for 2025, will be paid in a lump sum on the pay period beginning December 22, 2025.
- MOU Clean Up:
 - Tuition Reimbursement – Clarify definition for “regular employee for 6 months” (not on probation).
 - Add Holiday Pay Cash Out Side Letter to MOU.

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby approve the attached Memorandum of Understanding (Attachment 1) between the City of Lodi and POAL, effective July 1, 2025 through June 30, 2028.

Dated: December 17, 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 December 17, 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 the Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association for the Period of July 1, 2025 through June 30, 2028 (HR)

MEETING DATE:

December 17, 2025

PREPARED BY:

Human Resources Management Analyst

RECOMMENDED ACTION:

Adopt a Resolution Approving the Memorandum of Understanding between the City of Lodi ("City") and the Lodi Police Dispatchers Association (LPDA) for the Period of July 1, 2025 through June 30, 2028.

BACKGROUND INFORMATION:

Representatives from the City and LPDA have been bargaining over a successor Memorandum of Understanding (MOU) for the past six months and have reached a tentative agreement, subject to Council approval. The proposed version of the MOU is included as Attachment 1 for Council review and approval. A summary of the key changes to the MOU are as follows:

- The term of the MOU shall be from July 1, 2025 through June 30, 2028
- 11.82% wage adjustment over the term of the MOU as follows:
 - 5.82% equity adjustment effective July 7, 2025;
 - 3% equity adjustment effective December 22, 2025;
 - 3% cost-of-living adjustment July 5, 2027.
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026, or the first pay period following City Council approval of the MOU, whichever is later.
- Reduce total employee pension contribution by 3% effective July 6, 2026.
- Add Graveyard incentive of 2.5% effective December 22, 2025, following City Council approval of the MOU.
- Add Wellness Incentive of fifty dollars (\$50) per month to be paid on a per pay period basis, upon successfully passing a physical agility examination on an annual basis.
- Add Training Incentive Side Letter from 2023 into the MOU.
- Add eligibility for Property and Evidence Technician training incentive of 5% effective December 22, 2025, following City Council approval of the MOU.
- Increase bilingual incentive to \$200 per month effective December 22, 2025, following City Council approval of the MOU.
- Roll uniform allowance into base pay effective the first pay period following City Council approval of the MOU.
- Increase Longevity Pay- This longevity incentive will take effect December 22, 2025, and be paid on a

COUNCIL COMMUNICATION

per pay period basis starting the first full pay period in January 2026, as follows:

- 10 years -2.5%
- 20 years -5%
- Eligible employees shall receive longevity pay for 2025, and retroactive amounts owed for 2025 will be paid in the pay period beginning December 22, 2025.

- MOU Clean Up:
 - Tuition Reimbursement - Clarify definition for “regular employee for 6 months” (not on probation)
 - Add Holiday Side Letter to MOU

Employees in the Dispatcher/Jailer classification perform both dispatcher and jailer responsibilities, a combination of duties not typically required in neighboring jurisdictions. Both the City and the LPDA recognize the importance of offering competitive salary and benefit packages to recruit and retain qualified employees for these specialized positions.

While the City remains committed to fiscally sustainable operations, the community and the Police Department rely on well-trained, capable staff to dispatch officers and emergency personnel effectively. In addition, the City must ensure that jail operations are conducted in compliance with all applicable state and county regulations.

Staff recommends that the Council approve the MOU between the City and LPDA.

STRATEGIC VISION:

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

FISCAL IMPACT:

The total cost of the term of the agreement is \$840,538.

Fiscal Year 2025-2026	\$201,350
Fiscal Year 2026-2027	\$289,234
Fiscal Year 2027-2028	\$349,954

FUNDING AVAILABLE:

Budget adjustments for these and other compensation increases for City employees may be needed at Mid-Year Fiscal Year 2025/26. Vacancy savings are the first source for funding the increases for this and future employee contract changes in the coming Fiscal Year. These savings have been significant in the past three years, allowing the City to build up substantial reserves. These reserves may be necessary to finance a portion of salary increases.

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

LODI POLICE DISPATCHERS ASSOCIATION

July 1, 2025 – June 30, 2028

Table of Contents

CHAPTER 1 – COMPENSATION & WORKING CONDITIONS.....	4
ARTICLE I - SALARY.....	4
ARTICLE II - HOURS AND OVERTIME.....	4
ARTICLE III – BILINGUAL DISPATCHERS.....	8
ARTICLE IV – INCENTIVE PAY/EDUCATION.....	8
ARTICLE V – UNIFORM.....	9
ARTICLE VI - COURT APPEARANCES.....	9
ARTICLE VII –LONGEVITY PAY.....	10
ARTICLE VIII - SAFETY.....	10
ARTICLE IX – WELLNESS PROGRAM.....	11
CHAPTER 2 – LEAVES.....	12
ARTICLE X - CATASTROPHIC LEAVE.....	12
ARTICLE XI - HOLIDAYS.....	12
ARTICLE XII - LEAVES OF ABSENCE.....	13
ARTICLE XIII - SICK LEAVE.....	13
ARTICLE XIV - VACATION LEAVE.....	14
ARTICLE XV – TIME OFF FOR SCHOOL ACTIVITIES.....	15
CHAPTER 3 – CAFETERIA PLAN.....	15
ARTICLE XVI - HEALTH INSURANCE.....	185
ARTICLE XVII –DENTAL AND ORTHODONTIA.....	198
ARTICLE XVII –VISION CARE INSURANCE.....	19
ARTICLE XIX – CHIROPRACTIC SERVICES.....	19
ARTICLE XX - LONG TERM DISABILITY.....	19
ARTICLE XXI - LIFE INSURANCE COVERAGE.....	20
ARTICLE XXII - DEFERRED COMPENSATION.....	20
ARTICLE XX III- PERS.....	20
ARTICLE XXIV - SICK LEAVE CONVERSION.....	21
ARTICLE XXV - TUITION REIMBURSEMENT.....	23
ARTICLE XXVI - WORKERS' COMPENSATION.....	23
CHAPTER 4 – ASSOCIATION/CITY ISSUES.....	24
ARTICLE XXVII - CITY RIGHTS.....	24
ARTICLE XXVIII - CHANGES IN THE MEMORANDUM OF UNDERSTANDING.....	25
ARTICLE XXIX - EMPLOYEE REPRESENTATION.....	25
ARTICLE XXX - EMPLOYEES RIGHTS.....	27
ARTICLE XXXI - SPECIAL ASSIGNMENTS.....	29
ARTICLE XXXII - GRIEVANCE PROCEDURE.....	29
ARTICLE XXXIII - MUTUAL CONSENT CONTINGENCY.....	32
ARTICLE XXXIV - NO STRIKES.....	32
ARTICLE XXXV - PROBATION.....	33
ARTICLE XXXVI - PROMOTION.....	33
ARTICLE XXXVII - SENIORITY.....	33
ARTICLE XXXVIII - STATUS.....	34
ARTICLE XXXIX – TERM.....	35
EXHIBIT A – SALARY SCHEDULE.....	36

**CITY OF LODI
AND
LODI POLICE DISPATCHERS ASSOCIATION
JULY 1, 2025 – JUNE 30, 2028**

This Memorandum of Understanding (MOU) is entered into on December _____, 2025, by and between the City of Lodi, a municipal corporation (“City”), and the Lodi Police Dispatchers Association (“LPDA”).

CHAPTER 1 – COMPENSATION & WORKING CONDITIONS

ARTICLE I - SALARY

1.1 The Salary Schedule for employees represented by the LPDA will be as set forth in Exhibit A.

- Effective the pay period beginning December 22, 2025, the City shall provide an equity adjustment of 3%.
- Effective retroactive to July 1, 2025, the City shall provide an Equity Adjustment of 5.82%. (Retro pay via separate check as soon as administratively feasible.)

1.2 Although the City is not required to perform a survey during the term of this MOU, the parties agree that if a salary survey is performed, the fifteen (15) cities to be surveyed shall be: Chico, Clovis, Davis, Fairfield, Merced, Manteca, Modesto, Redding, Roseville, Stockton, Tracy, Turlock, Vacaville, Visalia and Woodland.

In the event a salary survey is conducted during the term of this MOU, the lead dispatcher position will be used as the benchmark for the survey, provided that any city that does not have lead position shall use the dispatcher position and any training incentives received as part of the base. The survey shall be based upon total compensation for PEPRA employees including salary and limited to employer’s health insurance premium, deferred compensation, and any comparable incentives.

ARTICLE II - HOURS AND OVERTIME

2.1 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work after consultation with the employees involved. Temporary changes in this schedule must have at least 24 hours’ notice.

2.2 Dispatcher/Jailer Work Schedule: Dispatcher/Jailer positions assigned to the Communication Center shall work a twelve (12) hour schedule with a one (1) hour paid lunch and two (2) 15- minute breaks. Alternative work schedules for Dispatcher/Jailer

positions assigned outside of the Communications Center may be developed by mutual agreement between an employee (s) and the appropriate supervisor.

- 2.3 Property Unit Work Schedule: Employees assigned to the Property Unit shall work a 4/10 schedule. The personnel participating will have consecutive days off scheduled depending on the needs of the assignment.
- a) Employees participating in this schedule will officially begin their work week at noon Friday to avoid FLSA conflicts and/or overtime.
 - b) In the event of unexpected staff shortages, this alternative work schedule can be terminated with 72 hours' notice.
- 2.4 Overtime - Overtime work is work performed by an employee outside their regular hours and includes time worked:
- a) In excess of forty (40) hours in a work week for members working a 4/10 schedule. This provision may be nullified if a shift trade is involved.
 - b) In excess of eight (8) hours in any work day for those on an eight (8) hour shift, in excess of ten (10) hours in any work day for those on a ten (10) hour shift, and in excess of twelve (12) hours per day for those on a twelve (12) hour shift.
 - c) Time worked outside of regular hours of work on a work day unless notification has been made in accordance with this MOU.
 - d) Time worked on a non-work day unless involved in a shift trade.
- 2.5 Minimum Overtime for Non-Workdays: Employees who are required to report for prearranged work on their non-work days shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.
- 2.6 Minimum Overtime for Emergency Call Out: Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three (3) hours' pay at the overtime rate.
- 2.7 Overtime Contiguous with Regular Shift: When, at the request of the supervisor in charge, an employee reports for prearranged overtime on work days outside of their regular work hours, the employee shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into their regular work hours, the employee shall be paid overtime compensation only for actual work time up to their regular work hours.
- 2.8 Rest Period Between Shifts - The intent of the rest period is to ensure that employees represented by the bargaining unit are adequately rested for their assigned work shift. In the event a supervisor or Watch Commander deems it necessary for an employee to work through their rest period, the employee will continue being paid at the overtime rate.

- a) Employees will receive a continuous eight (8) hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight (8) hours has elapsed during:
 - 1) the time period that employee's regular work shift ends and their scheduled appearance/assignment time; or
 - 2) the time period that employee is dismissed and their regular work shift begins.

This rest period will not be charged to the employee's accrued leave balance.

- b) If an employee requests and receives approval to take the remaining portion of their scheduled shift off following the end of the rest period, the employee's leave balances will be charged for the entire shift (as if no rest period has occurred).
- c) The rest period does not apply when an employee is scheduled for court or appearance/assignment the day immediately following a day off.

2.9 Compensatory Time - Employees may accrue compensatory time (CTO) in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1 ½) hours for each hour of overtime worked.

- a) No more than 144 hours of CTO may be carried on the books at any time. Employees with banks exceeding 144 hours shall retain those excess hours but shall not be eligible to accrue additional CTO hours until their CTO banks fall below the 144-hour maximum provided for in this MOU.
- b) An employee's decision to elect to earn CTO instead of overtime is irrevocable.
- c) Employees may cash out their CTO twice a year during the months of April and October.
- d) Upon separation, the employee will be paid at the employee's final regular rate of pay or the average regular rate of pay over the last three (3) years, whichever is higher, for the remaining CTO balance.
- e) Employees may submit a written request to the Chief of Police to increase the hours of CTO that may be carried on the books in excess of 144 hours. The request may only be made to address extenuating circumstances and will be evaluated on a case by case basis. The decision to grant or deny said requests is at the sole discretion of the Chief of Police, and shall not be subject to the grievance procedure.

2.10 Communications Center Staffing - When staffing shortages occur in the Communications Center, Dispatcher/Jailers shall be called back to work under the following guidelines. Staffing shortages shall be determined by the number of fully-trained personnel actually on duty in conjunction with the amount and type of work actually needed or logically anticipated on any given watch.

- a) Personnel shall be called for duty by or at the direction of the Watch Commander, Supervisor, or Lead responsible for the hours of duty to be worked. The three (3) hour minimum call back time, as per this MOU, shall apply if an employee is called back and returns to work.

The option to work overtime shall be given to Dispatcher/Jailers assigned in the Communication Center by seniority, unless the employee is working an adjacent shift. If the employee has worked, or will be working, the adjacent shift the employee can work no more than sixteen (16) continuous hours, except in emergency circumstances.

- b) Any Dispatcher working an overtime shift must be able to perform all duties of dispatch and jail procedures, with the exception of a dispatcher on light duty. The purpose of this is to eliminate personnel in a training status or an unqualified person from working overtime shifts.
- c) A current seniority list shall be maintained in the Communication Center with an updated work schedule maintained by the Services Division Supervisor and Patrol Watch Commander(s). Dispatch will be responsible for call in/call backs at the Watch Commander's direction. Failure by dispatch to follow this procedure will not subject the City to unwarranted overtime.
- d) Vacations and Holidays – First vacation pick shall not be canceled unless there is a total departmental call-out. Holidays may be canceled in part or fully; however, during the period of time that the dispatch unit is short-staffed (less than full staffing, or at full staffing for less than sixty (60) consecutive days) during the term of this MOU (including newly hired employees in training) the department will allow overtime for the shortage. If a dispatch shift is not covered by overtime, the holiday will be canceled. If the dispatch division shall reach full staffing levels based on the then current budgeted Full Time Equivalent positions, and remain at full staffing levels for sixty (60) consecutive days, overtime shall no longer be paid to cover a shortage caused by a holiday or vacation that is not a first pick vacation. Should it become necessary to cancel a scheduled holiday, the employee will be given at least forty-eight (48) hours' notice of the cancellation. If such notice is not given, the employee will be paid at a rate of time and one half (1 ½) for the actual hours worked.

An employee who is on a first-pick schedule vacation will not be compelled to come to work on the vacation days or adjacent regular days off unless exigent circumstances exist. Staffing shortages will not be considered exigent circumstances for the purposes of this subsection only. Exigent circumstances would include, but not be limited to, natural disasters, riots, total department call-outs, etc.

- e) Duties - Personnel called back for work shall perform all the regular duties required in a regular work day and shall appear in uniform.

- f) When a dispatcher is ordered back to work on an “as soon as possible” basis and reports within thirty (30) minutes, the dispatcher shall be compensated from the time of the call. This includes, but is not limited to, regular duties, and special assignments.

2.11 Shift Differential Pay

Employees assigned to work the graveyard shift shall receive shift differential pay in the amount of two and one-half percent (2.5%) of their base rate of pay. The graveyard shift is considered hours worked between 8:30 p.m. to 6:30 a.m.

ARTICLE III – BILINGUAL DISPATCHERS

Employees designated by the Police Chief and approved by the City Manager who have passed bilingual proficiency examination administered by the City shall receive a monthly bilingual premium of two hundred dollars (\$200) per month. The bilingual premium shall be paid in twenty-six (26) equal bi-weekly installments of ninety-two dollars and thirty-one cents (\$92.31). For California Public Employees’ Retirement System (“CalPERS”) Classic members, the bilingual premium is considered special assignment compensation and shall be reported as pensionable compensation.

ARTICLE IV – INCENTIVE PAY/EDUCATION

The following educational courses, certifications and degrees enhance the ability of employees represented by this bargaining unit to perform their jobs, and therefore Education Incentive Pay shall be paid as follows:

- 4.1 Incentive Pay in the amount of one hundred sixty-five dollars (\$165) per month (\$76.15 per pay period) incentive pay allowance shall be paid to employees who have completed Post Certified Field Evidence Technician (FET) course certification and are on the call out roster for Field Evidence Technicians; or the Latent Print Examiner Certification
- 4.2 Communications Training Officer: Dispatcher/Jailers who are routinely and consistently assigned to train employees and who have been trained and are certified as a Communications Training Officer by POST are eligible for a training incentive of five percent (5%) to be added to the base rate of pay while assigned to train newly hired Dispatchers/Jailers. Lead Dispatchers are not eligible for this incentive.
- 4.3 Property/Evidence Technician who are routinely and consistently assigned to train employees approved by the Police Chief or designee, shall be eligible for a training incentive of five percent (5%) to be added to base rate of pay for all hours worked, while training newly hired support staff assigned to the property room.
- 4.4 Degrees and POST Certification:
 - a) Employees who have either an AA degree or Intermediate POST certificate will receive Education Incentive Pay in the amount of one hundred fifty dollars (\$150) per month (\$69.23 per pay period).

- b) Employees who have a BA degree or Advanced POST certificate shall receive Education Incentive Pay of two hundred twenty-five dollars (\$225) per month (\$103.85 per pay period).
- c) These amounts are not cumulative. Employees will only be paid for the higher amount in the education series.

Education and POST Certification pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571 AND 571.1 CCR.

ARTICLE V – UNIFORM

- 5.1 The Uniform allowance shall be nine hundred fifty dollars (\$950) annually paid on a bi-weekly basis in the amount of thirty-six dollars and fifty-four cents (\$36.54) in conjunction with regular pay checks. Effective 12/22/2025 the uniform allowance of \$950 was eliminated.
- 5.2 In the event of pregnancy, maternity uniforms shall be required. The maternity uniform shall consist of a LPDA blue uniform shirt, department patches, and name tag. The pants shall be navy blue and approved by the supervisor.
- 5.3 The City agrees to repair or replace both personal and City owned uniforms, equipment and property, except for jewelry, damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Repair or replacement costs shall not exceed reasonable cost. Receipts will be required prior to reimbursement.

ARTICLE VI - COURT APPEARANCES

- 6.1 An employee serving on jury duty is entitled to keep any monies paid them for jury duty.
- 6.2 If an employee has jury duty they shall not be scheduled to work eight (8) hours preceding or following jury duty at no cost to the employee. In the event of being summoned for a non-work-related Jury trial, employee must disclose their job duties as Dispatcher / Jailer for the City of Lodi. In the event employee assigned to graveyard is selected for a jury trial, the employee may work with the Dispatch Supervisor regarding scheduling.
- 6.3 If an employee covered by this agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee will receive their full pay while so doing with no loss of time if said employee is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half (1 ½) times their regular rate of pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Police Chief or designee must be notified in writing of the off-duty

appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

- 6.4 Court appearances within San Joaquin County – time shall start thirty (30) minutes prior to the appearance time.
- 6.5 Court appearances outside of San Joaquin County – start time shall be determined by the supervisor and officer

ARTICLE VII – LONGEVITY PAY

PERS-Reportable Longevity Pay

After completing ten (10) consecutive years of service with the City of Lodi employees shall receive a longevity incentive equal to two and one-half percent (2.5%) of their base pay.

After completing twenty (20) consecutive years of service with the City of Lodi employees shall receive a longevity incentive equal to five percent (5.0%) of their base pay.

The applicable longevity incentive shall become effective on, and coincide with, the employee’s anniversary date marking completion of the qualifying service period. For purposes of determining eligibility, employees must meet the required service threshold of ten (10) or twenty (20) full years of consecutive service with the Lodi Police Department, calculated based on the first day of the month in which employment commenced.

This longevity incentive replaces the previous fixed-dollar longevity pay structure, effective December 22, 2025.

Eligible employees shall receive a full year of the new longevity pay amount for calendar year 2025. Any retroactive longevity amount owed, after the 2nd pay period of November 2025, will be paid in a lump sum the pay period beginning December 22, 2025.

This payment is PERS-reportable, consistent with California Code of Regulations, Title 2, Section 571(a)(1), as it represents ongoing compensation.

ARTICLE VIII - SAFETY

The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this. The City and the LPDA mutually agree that during the ensuing year at least two joint meetings will be held in order to develop a mutually satisfactory safety program.

IX. WELLNESS PROGRAM

Effective as soon as administratively feasible to conduct physical examination in calendar year 2026, employees in the bargaining unit will be eligible for a Wellness Program Incentive of fifty dollars (\$50.00) per month, paid in the employee's regular payroll check on a bi-weekly basis in the amount of twenty-three dollars and eight cents (\$23.08), upon successfully passing a physical agility examination on an annual basis. The examination will be proctored by Human Resources.

Testing for Miscellaneous (non-sworn) employees in this bargaining unit that work in the jail will be the same or equivalent to those required by Standards and Training in Corrections (STC) or Board of State and Community Corrections (BSCC) as follows:

- Complete a 50-yard sprint (must be completed within 20 seconds)
- Demonstrate ability to drag a 165 lb. weight (dummy) for a distance of 20 feet or more over a carpeted or flat, mowed grass surface (must be completed within 30 seconds)
- Demonstrate ability to walk a total distance of 75 feet wearing a 30-pound air pack/backpack (use of a SCBA tank). (must be completed within 30 seconds)
- On a flat course starting 15 yards back from a flight of stairs or bleacher steps, walk or jog the 15 yards, climbing up 10 steps, then turn, climb back down the steps, and walk briskly or jog back to the starting point. Participants must hit every step up and back down. (must be completed within 30 seconds)

Employees must successfully pass each component within the prescribed time period to be eligible for the incentive. Employees who fail the examination will be allowed to re-test one time within thirty (30) days of failing the examination. If the employee fails the re-test, the employee will not be eligible to re-test until the next scheduled annual examination.

Employees who are on vacation, injury leave, or modified duty and are not able to participate in the annual examination, will be given the opportunity to take the examination within thirty (30) days of returning to full duty.

The first examination will be conducted as soon as administratively feasible in calendar year 2026, and the parties agree that it will be conducted annually thereafter, except for re-testing as stated above. Employees who successfully pass the examination will receive the Wellness Program Incentive effective the first of the pay period following successful completion of the examination.

Employees who fail the annual testing will lose the incentive until they successfully pass the examination.

CHAPTER 2 – LEAVES

ARTICLE X - CATASTROPHIC LEAVE

Catastrophic leave is available to employees in accordance with the City’s current Catastrophic Leave Policy.

ARTICLE XI - HOLIDAYS

11.1 Employees shall receive twelve (12) holiday days off per year. The additional holiday added in 2022 is in recognition of the Juneteenth federal holiday. Hours earned per pay period are dependent upon their work schedule. Schedules and hours received annually are as follows:

- | | | |
|----|------------------|--------------------|
| a) | 12-hour schedule | 144 hours per year |
| b) | 10-hour schedule | 120 hours per year |
| c) | 8-hour schedule | 96 hours per year |

The City observes 10.5 holidays. The observed holidays are as follows, in addition to 1.5 floating holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President’s Day	3rd Monday in February
Memorial Day	4th Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (four hours)	December 24
Christmas Day	December 25

Holiday leave is to be taken off at a time mutually agreed upon between the employee and the department head. Holiday time may be taken in one-hour increments during the calendar year.

11.2 Unused holiday leave may not be carried forward into the following calendar year but shall be paid out by the City at the employee’s current straight time rate. Holiday cash out compensation is reportable as earned in compliance with the Public Employee’s Retirement Law (PERL) and Government Code Section 20630 for all bargaining unit members classifying as a CalPERS Classic Member. Holiday cash out for CalPERS PEPRAs members is not pensionable compensation. Floating holiday hours are considered not pensionable compensation for both Classic and PEPRAs members.

11.3 Employees hired after the first pay period of the year shall be credited with hours for each pay period remaining in the calendar year dependent upon the work schedule assigned. Schedule and hours received per pay period are as follows:

- a) 12-hour schedule 5.54 hours per pay period
- b) 10-hour schedule 4.62 hours per pay period
- c) 8-hour schedule 3.69 hours per pay period

Employees separating after the first pay period of the year shall have their holiday balances reduced by a number of hours dependent upon work schedule assigned. Schedule and hours deducted per remaining pay period in the year are as follows:

- a) 12-hour schedule 5.54 hours per pay period
- b) 10-hour schedule 4.62 hours per pay period
- c) 8-hour schedule 3.69 hours per pay period

If the employee does not have sufficient holiday hours remaining the difference in hours shall be reduced from other balances for which the employee would be paid.

11.4 Holiday Pay is additional compensation for employees who are required to work on City observed holidays because they work in positions that require scheduled staffing without regard to holidays.

ARTICLE XII - LEAVES OF ABSENCE

Leaves of Absence are available to employees in accordance with the City’s current Leave of Absence policy.

ARTICLE XIII - SICK LEAVE

13.1 All employees shall accumulate sick leave based on shift worked. Schedule is as follows:

- 12-hour workday 5.54 hours per pay period
- 10-hour workday 4.62 hours per pay period
- 8-hour workday 3.70 hours per pay period

13.2 Sick leave may be accumulated up to an unlimited amount.

13.3 Sick leave may be used in accordance with Federal and State law for the following reasons:

- a. Actual illness or injury of the employee.

- b. Medical or dental appointments of employee, or employee’s immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee’s family member is incapable of independently attending such appointments. For the purpose of this article, immediate family means spouse, registered domestic partner, child of any age or dependency status (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.), grandparent, grandchild, sibling, or a designated person, which, for purposes of this provision, means a person identified by the employee covered by this policy at the time that employee requests paid sick leave. Employees covered by this policy are limited to one such designated person per 12-month period for whom they can use paid sick leave to provide care.
- c. Where the employee’s medical attention to an immediate family member is required.
- d. For an employee who is a victim or whose family member is a victim, as defined in Government Code Section 12945.8(j), the purposes described in Government Code Sections 12945.8(a)(3) and (b) of the Government Code.

ARTICLE XIV - VACATION LEAVE

- 14.1 0 - 1 year - none. However, at the completion of twelve (12) continuous months (2,080 hours) of actual service, eighty (80) hours of vacation will be credited to the employee’s account.
 - a) 1 through 5 years: 3.08 hours per pay period
 - b) 6 through 11 years: 4.62 hours per pay period
 - c) 12 through 14 years: 5.24 hours per pay period
 - d) 15 years and more: 6.16 hours per pay period
- 14.2 First choice vacation leave is picked by seniority. Second choice vacation leave is selected upon completion of first choice vacation leave. All vacation picks will be based upon seniority. However, if seniority is waived by an employee, the employee must wait until seniority list is exhausted prior to picking another vacation.
- 14.3 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee’s annual vacation entitlement. Whenever an employee’s unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. The decision of the City Manager is final and binding, and not subject to the grievance procedure. For all other issues regarding Vacation Leave refer to the City’s Policy of Vacation Leave.

ARTICLE XV – TIME OFF FOR SCHOOL ACTIVITIES

15.1 An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, may take up to eight (8) hours per month to participate in activities of their child’s school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency . However, if the employee is scheduled to work a shift greater than 8 hours (i.e., 9, 10, or 12 hours) they may take up to the lesser of twelve (12) hours or their full-shift so that they do not have to return to work for the remaining scheduled hours of their shift. Employees are entitled to use up to 40 hours each year for school or child care activities pursuant to the Family-School Partnership Act.

An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, are entitled to use up to forty (40) hours each school year for school or child care activities pursuant to the Family-School Partnership Act.

Employees requesting such leave will provide reasonable advanced notice to the City.

The leave is unpaid unless the employee uses their leave accruals. The employee must provide documentation from the school or licensed child care facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents work for the City at the same City work site, only the first parent requesting will be entitled to leave under this provision.

CHAPTER 3 – CAFETERIA PLAN

ARTICLE XVI – HEALTH INSURANCE

16.1 The City shall contribute an amount equal to ninety percent (90%) of the premium cost of the lowest-cost CalPERS Health Maintenance Organization (“HMO”) plan available within ZIP Code 95240 toward each eligible employee’s health insurance coverage by enrollment category.

This contribution shall be adjusted annually, effective the first pay period in January, based on CalPERS premium rates.

Employees who select plans costing more than the City’s contribution shall pay the premium cost difference through payroll deductions.

Effective January 1, 2026, the City shall contribute an amount equal to ninety percent (90%) of the premium, by enrollment category, for the lowest-cost HMO plan available in ZIP code 95240. Employees shall be responsible for the difference between the City’s contribution and the premium of the plan the employee selects. Employee contributions shall be collected through payroll deductions. Employees may elect to have premium deductions withheld from pre-tax wages through the City’s Flexible Spending Account benefits Premium Only Plan (POP) as described in Article XVI below.

The City’s ninety percent (90%) contribution and corresponding ten percent (10%) employee contribution shall be reviewed annually and any necessary adjustments would be implemented at the first pay period in January to reflect any changes in premium rates for the lowest-cost HMO plan available in ZIP code 95240. The City’s contribution percentage shall not be reduced below ninety percent (90%) without mutual agreement between the City and the LPDA bargaining unit.

Eligibility

Regular full-time employees are eligible to participate in the Cafeteria Plan beginning the first day of the month following hire.

Employee’s eligible dependents may be enrolled in accordance with CalPERS and the employee’s selected plan rules.

Changes in health insurance coverage may occur only during the City’s open enrollment period or following a qualifying event as defined under Internal Revenue Code Section 125.

Health Insurance coverage ends the last day of the month in which employment terminates, unless continued under Consolidated Omnibus Budget Reconciliation Act (COBRA).

Eligible Benefits

City contributions under this Article may be applied to the following benefits:

- Medical Insurance – see this Article – Health Insurance
- Dental Insurance – see Article XVII – Dental and Orthodontia
- Vision Insurance – see Article XVII – Vision Care Insurance
- Chiropractic Services – see Article XVIII – Chiropractic Services

Administration and Opt-Out

The Cafeteria Plan shall be administered in accordance with Internal Revenue Code Section 125 and applicable CalPERS regulations.

Employees providing proof of alternate qualifying medical coverage may opt out of City-provided medical insurance and will receive the applicable opt-out or cash-in-lieu benefit as described in Article XVI– Health Insurance.

All employees are offered medical insurance for themselves and their eligible dependents through CalPERS medical plans.

Employees who elect to waive medical insurance coverage through the City shall receive an additional “cash in lieu” of medical benefits amount as follows:

- \$692.81 per month for family coverage
- \$532.92 per month for employee + one dependent coverage
- \$305.22 per month for single coverage

These monthly cash in lieu amounts identified above shall be divided across two pay periods each month and be paid in a flat dollar amount for the employee’s corresponding coverage level. To qualify for this provision, employees must provide proof of other qualifying group medical insurance coverage to the City.

16.2 Flexible Spending Account

Participation

Employees shall have the option of participating in the City’s Flexible Spending Account (FSA) Plan established under Section 125 of the Internal Revenue Code. Employees may elect to participate in one or more of the following plan options:

- Premium Only Plan (POP)
- Medical Flexible Spending Account (FSA)
- Dependent Care Flexible Spending Account (DCFSA)

Enrollment and Election Periods

Elections for the upcoming calendar year shall be made during the annual open-enrollment period held each November or in the event of a qualifying change in family status as defined by the Internal Revenue Code and applicable IRS regulations.

Funds elected but not used by the end of the plan year shall be forfeited by the employee in accordance with federal “use-it-or-lose-it” rules, except as otherwise provided by the carryover or grace-period provisions described below.

Carryover or Grace Period Provision

The City’s FSA may include one of the following IRS-approved options, as specified in the City’s official Section 125 Plan Document:

- A carryover provision that allows an active participant to automatically carry over up to six hundred eighty dollars (\$680) into the subsequent plan year (the allowable amount may be adjusted annually by the IRS);
- or
- A grace period of up to two and one-half (2½) months following the close of the plan year, during which eligible expenses incurred may be applied against the prior year’s unused balance.

Any unclaimed funds exceeding the allowable carryover limit or not used within the grace-period timeframe shall be forfeited after the final filing date established by the plan administrator.

ARTICLE XVII - DENTAL AND ORTHODONTIA

Coverage

Employees shall be provided fully paid family dental insurance. The City shall pay the full cost of the dental insurance premium for the employee and all eligible dependents.

The City reserves the right to select or change the dental insurance administrator or plan provider, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

Benefits

Maximum dental benefits shall be one thousand two hundred fifty dollars (\$1,250) per calendar year for each family member enrolled in the dental plan. A twenty-five dollar (\$25) deductible and applicable co-insurance provisions shall apply.

The City shall provide orthodontia benefits with a lifetime maximum benefit of one thousand two hundred fifty dollars (\$1,250) for each eligible family member covered under the dental plan.

Continuation of Coverage

The City’s contribution toward group dental, orthodontia, chiropractic, and vision insurance shall continue only while the employee remains in paid status or during periods of legally protected leave, including the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

ARTICLE XVIII – VISION CARE INSURANCE

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium necessary to provide employees with vision care insurance through the Vision Service Plan (VSP) by enrollment category (Employee, Employee +1 or Family). The services covered and the amount of coverage shall be as outlined in the VSP Summary of Benefits.

The City reserves the right to select or change the vision insurance carrier, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

Employees may opt out of City provided Vision Care and apply the City contribution towards medical premiums.

ARTICLE XIX – CHIROPRACTIC SERVICES

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium, by enrollment category (Employee, Employee +1 or Family), necessary to provide employees and their eligible dependents chiropractic services under the City’s Chiropractic benefit program. This benefit allows for up to a maximum of forty (40) visits per calendar year.

A co-payment of ten dollars (\$10.00) per visit shall apply for each covered chiropractic service.

Employees may opt out of City provided Chiropractic Care

ARTICLE XX - LONG TERM DISABILITY

20.1 A long term disability program, which, coordinated with other disability benefits, shall provide a benefit of 66 2/3% to a maximum of \$10,000 per month of the employee’s basic salary in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City Policy on Long Term Disability.

20.2 The maximum length of coverage is three (3) years from date of disability.

ARTICLE XXI - LIFE INSURANCE COVERAGE

- 21.1 The City will provide each covered member an accidental death policy with a maximum pay out of twenty-five thousand (\$25,000) in addition to any other life insurance policy or statutory payments that may be due to an employee in the event of death resulting from a line-of-duty injury.
- 21.2 The City will provide a term life insurance program with a maximum payout of ten thousand dollars (\$10,000) for the employee. Said amount of insurance to reduce to a maximum payout of six thousand five hundred dollars (\$6,500) at age 70, and to decrease to five thousand dollars(\$5,000) at age 75. In addition, the City will provide life insurance with a maximum payout of one thousand five hundred dollars(\$1,500) for an employee’s spouse, dependent children under the age of twenty-four (24), and dependent disabled children.

ARTICLE XXII - DEFERRED COMPENSATION

- 22.1 Employees may voluntarily participate in the City's Deferred Compensation plan as allowed by Internal Revenue Code Section 457.
- 22.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum three percent (3.0%) of the employee’s gross salary.

ARTICLE XXIII - PERS

- 23.1 The City agrees to provide the following retirement program and options and to pay the employer's cost for employees deemed to be “classic” employees by PERS:
- a) The 2.00% at 55 formula.
 - b) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
 - c) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
 - d) The third level of 1959 survivor benefits.
 - e) 50% survivor continuation in the event of death after retirement.
 - f) Sick leave conversion.
 - g) Effective July 6, 2026 employee shall pay the full employee share of retirement costs (7%) as calculated by PERS in its annual actuarial valuation.
- 23.2 The City agrees to provide the following PERS retirement program and to pay the employer’s cost for employees deemed to be “new” employees by PERS under the Public Employee’s Pension Reform Act of 2013 (PEPRA):
- a) The 2.00% at 62 formula.

- b) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
 - c) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
 - d) The third level of 1959 survivor benefits.
 - e) 50% survivor continuation in the event of death after retirement.
 - f) Sick leave conversion.
 - g) Effective July 6, 2026 employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation.
- 23.3 Effective the pay period beginning December 22, 2025 and continuing until July 5, 2026, in accordance with California Government Code §20516 contract amendment process requirements, each employee in this unit shall pay three percent (3%) towards the employer's share of CalPERS normal pension cost (cost-sharing).

ARTICLE XXIV - SICK LEAVE CONVERSION TO RETIREE MEDICAL INSURANCE AND SERVICE CREDIT

- 24.1 Sick Leave Conversion to Retiree Medical: For all unused sick leave at the time of retirement, a represented employee hired by the City on or before July 9, 1994 with at least ten (10) years of employment with the City shall receive medical insurance coverage upon retirement from the City (but not upon resignation or termination) on the following basis:
- a) After at least ten (10) years of employment by the City, fifty percent (50%) of the represented employee's unused sick leave shall be converted to months of medical insurance at the rate of one (1) month's premium for employee and dependent coverage for each day (8 hours = one day) of unused sick leave as adjusted herein, inclusive of the minimum monthly employer contribution paid to CalPERS.
 - b) For each year that an employee has been employed by the City in excess of ten (10) years, the employee shall be entitled to add two and one-half percent (2 1/2%) to the fifty percent (50%) before converting the unused sick leave to months of insurance.

The City shall pay up to the City's liability for medical insurance premiums for 2-party coverage (retiree and dependent).

Accrued and unused sick leave at retirement used for conversion to retiree medical shall not be credited as sick leave service credit.

In accordance with the sick leave conversion provisions, a surviving dependent of an employee hired by the City on or before July 9, 1994 may at their own expense continue medical insurance at the employee-only premium for the same period as if the employee had not died.

Represented employees hired by the City on or before July 9, 1994 who retire from the City of Lodi shall have the option of purchasing, at the employee's cost, additional medical insurance.

Out of area retirees hired by the City on or before July 9, 1994 may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 21.2.

- 24.2 **Sick Leave Conversion to Service Credit:** An employee whose effective date of retirement through CalPERS is within four months of separate from City of Lodi employment shall receive service credit for unused sick leave credited as 0.004 year of service credit for each unused day of sick leave certified to the board by the member's employer, per Government Code Section 20965. It is agreed that eight (8) hours equals one day for purposes of determining days creditable.

This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 9, 1994.

If an eligible employee opts to utilize the provisions of Section 21.1, the City will report they have zero hours of unused sick leave.

- 24.3 **Sick Leave Conversion Grievance Settlement:** The City asserts that there was previously a scrivener's error in the MOU listing July 9, 1994 as November 8, 2004 referenced in the Section on Sick Leave Conversion to Retiree Medical Insurance or Service Credit. Association contested the City's position. As a resolution to this matter, the City and Association agreed that the following employees that were hired into this bargaining group between July 9, 1994 and November 8, 2004 would not be eligible for sick leave conversion to retiree medical insurance. In lieu of this benefit, the City agreed to establish a Retiree Health Savings Account (RHSA) for the affected employees listed below. The City further agreed to allocate a lump sum of \$75,000.00 to be distributed to the listed employees on a pro-rated amount based on their individual sick leave accrual amount as of the pay period ending May 17, 2015. The pro-rated amounts were deposited into the RHSA. Beginning the first full pay period in 2016, the City shall contribute one percent (1%) of the employees' base bi-weekly salary, each pay period, into the RHSA until such time as the employee retires, resigns, or separates employment with the City of Lodi. This agreement applies to the following remaining employees that were hired into this bargaining group between July 9, 1994 and November 8, 2004:

Maria Butterfield
Tenneill Ramirez
Jennifer Root

Jeff Humphrey
Andrea Patterson
Kimberly Van Tassell

The above named employees were required to make an irrevocable choice to either convert their previously earned sick leave as described above, moving the existing balance into a closed bank of hours (Bank A), which shall be available only for use as sick leave by the employee, or to decline the conversion as described above and maintain one bank of hours which may be used for sick leave by the employee and in accordance with Section 21.2

referencing PERS sick leave conversion to service credit provision. Hours in Bank A shall not be eligible for catastrophic leave donations.

Employees who opt into the RHSA shall have future sick leave hours deposited into Sick Leave Bank B. Sick Leave Bank B hours may be used by the employee for sick leave or towards CalPERS service credit upon retirement as described in Section 21.6. Sick Leave Bank B hours may also be donated under the City’s catastrophic leave policy. Sick Leave Bank B hours shall be valued at the employee’s current regular hourly rate of pay; however, these hours shall have no cash value.

Employees utilizing sick leave hours shall first draw from Bank A hours. If no Bank A hours exist, then Bank B hours shall be used.

ARTICLE XXV - TUITION REIMBURSEMENT

- 25.1 Tuition reimbursement shall be available to employees as stated in the City’s current Tuition Reimbursement policy.
- 25.2 The City shall allow employees represented by the bargaining unit the option of using up to three hundred dollars (\$300) per fiscal year for work-related training seminars, symposiums, etc., that are not reimbursable by the City under the Tuition Reimbursement Policy. All training and time off for training must be approved in advance by the department head.

ARTICLE XXVI - WORKERS' COMPENSATION

- 26.1 When an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of their employment, the City will pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee upon receiving said benefits paid by Workers' Compensation will also receive compensation from the City in such an amount that when added to the Workers' Compensation payment will equal the employee’s regular salary. The amount paid by the City will, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.
 - a) Employees represented by the bargaining unit shall have the presumption afforded by Labor Code Section 3212.5 regarding pneumonia (but not heart trouble) and the presumption afforded by Labor Code Section 3212.6 regarding tuberculosis. Moreover, employees represented by the bargaining unit who can establish exposure to bodily fluids shall have the presumption afforded by Labor Code Section 3212.8 regarding blood borne infectious diseases and MRSA and Labor Code Section 3212.9 regarding meningitis.

- 26.2 In the event an employee is injured or otherwise becomes disabled:
- a) By contact with a prisoner or member of the public in the course of employment or,
 - b) While performing evidence technician assignments.

The City shall supplement the Workers' Compensation payment to the extent that the employee shall receive their regular salary and benefits for up to one (1) year. Thereafter, the employee may be eligible for the Long-Term Disability (LTD) program, per Article XVII. Please refer to the City Policy on Long Term Disability

- 26.3 The City supplement will end at the earliest of the following:
- a) Permanent and stationary rating of employee.
 - b) Return to duty or physician's release.

CHAPTER 4 – ASSOCIATION/CITY ISSUES

ARTICLE XXVII - CITY RIGHTS

Nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to the exclusive rights to:

- a) decide the scope of service to be performed and the method of service
- b) hire and/or otherwise determine the criteria and standards of selection for employment
- c) fire, demote, suspend or otherwise discipline for just cause
- d) transfer employees from location to location and from time to time
- e) lay off and/or relieve employees from duty due to lack of work or any other legitimate reason
- f) re-hire employees
- g) determine the allocation and content of job classification
- h) formulate and/or amend job descriptions
- i) to determine the need for overtime work subject only to contrary provisions of this MOU
- j) merge, consolidate, expand, curtail or discontinue operation temporarily or permanently in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable
- k) contract and/or subcontract any existing or future work
- l) control the use of equipment and property by the City
- m) determine the number, location and operation of headquarters, annexes, substations and or division thereof

- n) expand, reduce, alter, combine, assign or cease any job
- o) schedule and assign the work to the employees and determine the size and composition of the work force
- p) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved serviced, maintenance procedures, materials, facilities and equipment
- q) take whatever action may be necessary to carry out the mission and responsibility of the City and specifically the Police Department in unusual and/or emergency situations
- r) formulate, amend , revise, and implement standard operating procedures, rules, and regulations regarding the operation of the Police Department
- s) establish, amend, revise and implement any programs, and or procedures including an employee evaluation system
- t) require employees to observe and obey the City’s and Departmental policies, procedures, ordinances, resolutions, rules and regulations

However, the exercise by the City of the rights in the paragraph does not preclude employees of their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours, or other terms and conditions of employment.

ARTICLE XXVIII - CHANGES IN THE MEMORANDUM OF UNDERSTANDING

The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation, or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they were also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXIX - EMPLOYEE REPRESENTATION

- 29.1 The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. If the City intends to change a matter within the scope of representation under the Meyers-Millias-Brown Act (MMBA) which is not covered by this MOU, it shall notify the LPDA. If the LPDA wishes to negotiate over such a matter, it shall notify the City within twenty (20) work days of notice, and the parties shall commence negotiations within twenty (20) work days of the LPDA’s notification. If the LPDA does not respond within twenty (20) work days of the City’s notification, the City will have no further obligation to negotiate over the matter.

- 29.2 Recognition: The terms and conditions of this MOU are applicable to all regular and probationary employees represented by LPDA. The City recognizes the LPDA as the sole and exclusive collective bargaining representative for all employees in the bargaining unit. The bargaining unit shall consist of all full-time employees in the following job classifications:
- Community Services Officer
 - Dispatcher/Jailer
 - Lead Dispatcher/Jailer
 - Property & Evidence Technician
- 29.3 Dues - The City shall grant dues deduction to City employees who are members of the LPDA in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution."
- a) The Association may have the regular dues of its members deducted from the employees' paychecks. It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues to the Association. The Association shall annually certify to the City the amount of such payroll deductions to be deducted. Payroll deductions shall be for an amount specified by the Association and uniform as between employee members of the Association, and shall not include fines or fees.
 - b) When an employee is in a non-pay status for an entire pay period, no deductions will be made to cover that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Association deduction.
 - c) The LPDA shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the LPDA shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.
 - d) Effective upon adoption of this Memorandum of Understanding (MOU) and for the purposes of the continued certification of LPDA as the recognized employee organization for this unit, employees in this unit who are or hereafter become members of LPDA shall maintain membership in good standing with LPDA for the life of this MOU, except that any unit employee may withdraw from membership not earlier than ninety (90) days nor less than sixty (60) days from the expiration of this MOU. Such withdrawal must be in writing and delivered to LPDA and the Finance Department within the prescribed time frame.
- 29.4 The City agrees to furnish LPDA with a written notice of the City's intention to make changes in departmental rules, policies or procedures that would affect the working conditions of employees represented by the bargaining unit, notwithstanding Article XXVII.

- 29.5 LPDA will have the right to use city facilities for association business subject to advance notice and availability.
- 29.6 If any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, City resolutions, or City ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.
- 29.7 New Employee Orientation
The City shall provide the LPDA with ten (10) calendar days' advance notice of the start date of any new hire to a represented classification. An exception to the ten (10) calendar days' advance notice requirement may be made if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the City's operations and is not reasonably foreseeable.

The City shall provide the LPDA with an exclusive thirty (30) minute meeting with any new employee or group of employees covered by this MOU, at the end of the City-scheduled employee orientation. The specific date, time, and location of the LPDA meeting with new employees will be coordinated by the Police Chief and the President of the LPDA.

The City and LPDA acknowledge that this Agreement, once implemented by both Parties, fully complies with and exhausts the Parties' obligation to negotiate pursuant to Government Code Section 3557.

ARTICLE XXX - EMPLOYEES RIGHTS

- 30.1 Association Release Time Bank: Individual bargaining unit employees may donate from their vacation or holiday leave time up to eight (8) hours per calendar year for Association business. Donation of leave will be taxed to the donor in accordance with legal requirements. The President may designate members of the Association to utilize this time. Only one employee at a time may be absent unless it is mutually agreed that additional employees may be absent. Five (5) days' advance notice of use of time shall be given.
- 30.2 The City will provide affected employees with copies of personnel orders as soon as the personnel orders are issued. Personnel orders are defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.
- 30.3 Any LPDA member who is to be interviewed concerning an act which, if proven, could reasonably result in disciplinary action will be afforded the following safeguards:
- a) LPDA member will be informed prior to the interview if the City believes the LPDA member is a suspect in the investigation.

- b) The LPDA member will be informed of the nature of the investigations and allegations and afforded the opportunity to consult with a LPDA representative prior to an interview. The LPDA member shall be allowed the right to have an LPDA representative present during the interview.
- c) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours except for emergencies or where interviews can be conducted by telephone. Section 27.3 (a) and (b) notwithstanding.
- d) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. No more than two (2) interviewers may be present at any one time.
- e) The employee shall be entitled to reasonable intermissions to attend to personal necessities.
- f) If the City tape records the interview, the member also has the right to tape the interview. If the interview is taped by either party that party must give notice of its intention.
- g) Interviews and investigations shall be concluded with no unreasonable delay.
- h) The employee shall be advised of the results of the investigation and any future action to be taken on the incident.
- i) When the investigation results in Departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports of the investigation which contain all known material facts of the matter, to include any tape recordings, at no cost. The employee will also be furnished with the names of all witnesses and complainants who are to appear against the employee and/or whose statements may be used against the employee.

30.4 Performance Evaluation:

The performance of each LPDA member shall be evaluated annually. Performance evaluations shall be based on work performance related criteria.

- a) When an employee is rated unsatisfactorily in any category, the supervisor shall state the reason(s) for such rating and shall, if practicable, suggest means of improvement.
- b) After the evaluation is made, the employee shall be given a copy. Either the supervisor or employee may request to meet and discuss the evaluation.

30.5 Personnel Files:

Each employee shall, during normal business hours, have the right of access to their own personnel file. At the employee's request they shall be provided one copy of any document placed in the employee's file. Employees will be given a list of all personnel files held by the City and any department personnel used for promotion and disciplinary actions.

- a) An employee shall have the right to inspect and review any official record relating to their performance as an employee which is kept or maintained in the employee's personnel file. The City shall provide an opportunity for the employee to respond in writing to any information with which the employee disagrees. Such response shall

- become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record.
- b) The only persons permitted to have access to the contents of an employee's personnel folder, excluding background investigation references from previous employers, are the employee, their designated representative having the employee's signed authorization, and persons authorized by the City.
 - c) Employees will receive a copy of all materials placed in their file. Written reprimands more than two (2) years old will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which show patterns of misconduct as defined in the Department's Rules and Regulations.
 - d) Anything less than a written reprimand shall be purged from an employee's personnel file after an evaluation is given. Requests to purge personnel files are the responsibility of the individual involved.
 - e) The following documents are not subject to this section: Records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were: obtained prior to the employee's employment, prepared by identifiable examination committee members, and/or obtained in connection with a promotional examination.

ARTICLE XXXI SPECIAL ASSIGNMENTS

- 31.1 All special assignments available to employees shall be posted and shall invite letters of interest from employees
- 31.2 All special assignment positions shall be limited to three (3) with the option to extend to five (5) years if no letters of interest are submitted at the end of the three (3) years.

The Chief reserves the right to ask for letters of interest for special assignment positions during shift pick changes. If no applications of interest have been submitted for the position, the employee holding the position may be extended for a period of two more years after the third year.

No employee has property rights to such assignments. Employees covered by this MOU waive any appeals for assignment, reassignment, and transfer out of a special assignment.

ARTICLE XXXII - GRIEVANCE PROCEDURE

- 32.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by the LPDA and the City.

- a) The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.
- b) The term "day" means a working day, i.e. Monday through Friday excluding fixed City Hall holidays
- c) A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the LPDA involving the interpretation, application, or enforcement of the express terms of the Agreement and other terms and conditions of employment and matters of discipline which includes demotion, suspension, or discharge.
- d) As used in this procedure, the term "party" means an employee, the LPDA, the City, or the authorized representative of any party. The employee is entitled to representation through all the steps in the grievance procedure.

32.2 INFORMAL GRIEVANCE PROCEDURE

- a) An employee, the LPDA, or their representative having an issue arising from employment in the municipal service shall seek adjustment of the issue initially through verbal contact with their immediate supervisor within twenty (20) working days of the date of the action being grieved, or the date the grieving party became aware of the incident which is the basis of the issue. Should the immediate supervisor be unable to make a satisfactory adjustment, or is a party to the issue, the employee, LPDA, or their representative may seek adjustment through either verbal or written contact to the next higher level of supervision up to and including the Chief of Police who shall render a decision in writing within ten (10) working days of hearing the appeal. The time allowed between steps in this process is ten (10) working days. All verbal contacts shall be documented as to the date, time and place of the contact.
- b) Should the employee, LPDA or their representative, progress through the above steps and find that the Department Head is unable to make a satisfactory adjustment within the timeframe given, or is a party to the issue, the employee, LPDA, or their representative may seek adjustment through the formal grievance procedure. Any decision by City at this step shall be a written decision rendered within ten (10) working days of hearing the appeal.

32.3 FORMAL PROCEDURE

An employee who has not received satisfactory adjustment through the use of the Informal Grievance Procedure may, within ten (10) working days of the last time deadline of the Informal Procedure, file a Formal Grievance. The steps of the Formal Grievance Procedure are as follows:

STEP 1

Class action grievances are filed, in writing, with the City Manager and can only be made by the LPDA president or representative upon the authority of the LPDA. Grievances that affect individual employees may be filed, in writing, with the City Manager by the affected

employee, the LPDA, or their representative. The City Manager shall investigate the grievance and shall respond in writing within ten (10) working days. If satisfactory adjustment is not attained the employee, LPDA, or their representative may proceed to Step B within ten (10) working days.

STEP 2

The employee, LPDA, or their representative shall file an appeal of the City Manager's decision to the City Clerk. Within fifteen (15) days of the receipt of the appeal, the City Clerk shall begin the process of establishing a list of eligibles for a Personnel Board of Review. The Personnel Board of Review shall hold a public hearing, unless the grievant desires a closed hearing, within thirty (30) working days of the filing of the appeal with the City Clerk. The Personnel Board of Review has no power to add to, subtract from or modify the terms or conditions of this MOU; nor, do they have any power to add a greater form of disciplinary action than that which was originally grieved. Within fifteen (15) days after the hearing, the Personnel Board of Review shall submit a written statement of findings and directions to the City Manager, the employee, and the LPDA. The directions of the Board shall be binding on all parties to the MOU.

The Personnel Board of Review shall be constituted as follows:

- 1) Both the LPDA and the City will select a representative to serve on the three-member board. Board members must be registered to vote in the City of Lodi and may not be a current or former elected official, employee of the City, or related to a present or former elected official or employee of the City.
 - 2) The City Clerk shall submit the names of seven (7) persons applying for positions to the Personnel Board of Review to both parties. The criteria of qualifications are the same as in Step One. If there are not seven (7) persons from the list each party may select from the available names or ask the City Clerk to post for a vacancy(ies). If there are more than seven (7) names, seven (7) names will be drawn by lot which shall be witnessed by the parties chosen in Step One.
 - 3) The two persons selected in Step One shall select a third member from the list, either by agreement, lot, striking names, or any other means the two can agree upon.
- 32.4 Any employee shall have the right to appeal letters of reprimand and suspensions of three (3) days or less through the chain of command up to the Police Chief or designee. The decision of the Police Chief or designee is final and binding and not subject to further appeal.

32.5 FAILURE TO MEET TIME REQUIREMENTS

Failure by either party to meet any of the aforementioned time limits shall result in the following action:

Failure by an employee to take the initial grievance action within the twenty (20) working days given in the Informal Grievance Procedure will result in forfeiture of the grievance. Failure of management to meet any of the time limits set forth on any step in this grievance procedure will give the employee the right to automatically proceed to the next level of

appeal. This action must be taken within ten (10) working days of the last date of the time limit which management failed to meet.

ARTICLE XXXIII - MUTUAL CONSENT CONTINGENCY

This Agreement may be amended any time with the mutual consent of the City and LPDA. Such amendment must be in writing and attached to all executed copies of this Agreement.

ARTICLE XXXIIV - NO STRIKES

The represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick-ins", or participate in any other concerted activity which adversely affects job performance or city services during the term of this MOU. Neither the Association nor any representative thereof shall engage in concerted activity for the purpose of effecting changes in the directives or decisions of management of the City or to effect a change in personnel or operations of management or of employees not covered by this MOU.

ARTICLE XXXV - PROBATION

- 35.1 All appointments to positions in the classified service shall be subject to a probationary period of eighteen (18) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to their new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that they have not satisfactorily completed probation.
- 35.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:
- 1) Vacation Leave - See Article XIV for the vacation leave schedule.
 - 2) The use of the Grievance Procedure to grieve termination.
 - 3) The City and the employee may mutually agree to extend the probationary period for not more than six (6) months. The LPDA shall be notified of all extensions.
 - 4) Probation shall be extended for the same time as any leaves of absence.
- 35.3 In the event an employee is promoted and is rejected by the appropriate department head, the employee shall be reinstated to the position from which the employee was promoted unless charges are filed and the employee is discharged. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XXXVI - PROMOTION

The City and the LPDA mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interests of the City.

ARTICLE XXXVII - SENIORITY

- 37.1 Seniority, for purposes of city employee benefits is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:
- a) inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights;
 - b) on duty with the National Guard;
 - c) is absent due to industrial injury;
 - d) on leave of absence; or
 - e) absent due to layoff for a period of less than twelve (12) consecutive months.
- 37.2 Seniority for purposes of shift selection, overtime assignment, holiday selection, and vacation leave shall be defined as total time in service by classification. Should an employee leave their position within the City for any reason and return within twelve (12) months, seniority shall be as if the member never left.
- 37.3 In the event an employee completes training before another employee with the same or higher City seniority for purposes specified in section 37.2, the employee completing training first will have seniority for purposes of shift selection in that instance.

ARTICLE XXXVIII - STATUS

- 38.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.
- a) A regular employee is defined as an employee who has – successfully completed the probationary period for their current classification.
 - b) A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage, and items of a similar nature as they become eligible, but shall not be given preferential consideration for promotion or transfer or

be eligible for a leave of absence. Upon successful completion of the probationary period, a probationary employee shall be given the status of a regular employee.

- c) A temporary employee is an employee hired on a full-time basis to temporarily fill a full-time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

ARTICLE XXXIX - TERM

- 39.1 All terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPDA agree that the term is July 1, 2025 through June 30, 2028.
- 39.2 The LPDA and City will commence negotiations for a new contract no later than three (3) months prior to the expiration of this MOU.

**CITY OF LODI
AND
LODI POLICE DISPATCHERS ASSOCIATION
JULY 1, 2025 - JUNE 30, 2028**

TO EFFECTUATE THIS MOU, the Parties have caused their duly authorized representatives to execute this MOU as of the date first written above.

Lodi Police Dispatchers Association:

City of Lodi:

Reyes Gonzales
Lead Dispatcher/Jailer

James Lindsay
Interim City Manager

Kelly Michaels
Dispatcher/Jailer

Patrick Clark
City Chief Negotiator

Kim Van Tassel
Property & Evidence Technician

Cristina Gonzales
Interim Human Resources Manager

Approved as to form:

Holly Huber-Miller
Dispatcher/Jailer

Katie Lucchesi
City Attorney *KL*
Attest:

Katie Williams
Dispatcher/Jailer

Olivia Nashed
City Clerk

Shannon McClain
Dispatcher/Jailer

Kristina Wicker-Estes
Labor Relations Consultant

EXHIBIT A – SALARY SCHEDULE

Salary Schedule Effective 7/7/2025:

Effective July 7, 2025 - 5.82% Equity Adjustment							
Job Title	Class	Date	Step 0	Step 1	Step 2	Step 3	Step 4
Community Services Officer	6400	7/7/2025	64,796.12	68,035.93	71,437.72	75,009.61	78,760.09
Dispatcher/Jailer	6410	7/7/2025	73,736.83	77,423.67	81,294.85	85,359.59	89,627.57
Lead Dispatcher/Jailer	6420	7/7/2025	78,197.19	82,107.05	86,212.40	90,523.02	95,049.17
Property & Evidence Clerk	6440	7/7/2025	64,796.12	68,035.93	71,437.72	75,009.61	78,760.09

Salary Schedule Effective 12/22/2025:

Effective December 22, 2025 - 3% Cost of Living Adjustment							
Job Title	Class	Date	Step 0	Step 1	Step 2	Step 3	Step 4
Community Services Officer	6400	12/22/2025	67,521.57	70,897.65	74,442.53	78,164.66	82,072.89
Dispatcher/Jailer	6410	12/22/2025	76,730.50	80,567.02	84,595.37	88,825.14	93,266.40
Lead Dispatcher/Jailer	6420	12/22/2025	81,324.67	85,390.91	89,660.45	94,143.48	98,850.65
Property & Evidence Technician	6440	12/22/2025	67,521.57	70,897.65	74,442.53	78,164.66	82,072.89

Salary Schedule Effective 7/5/2027:

Effective July 7, 2027 - 3% Cost of Living Adjustment							
Job Title	Class	Date	Step 0	Step 1	Step 2	Step 3	Step 4
Community Services Officer	6400	7/5/2027	69,547.22	73,024.58	76,675.81	80,509.60	84,535.08
Dispatcher/Jailer	6410	7/5/2027	79,032.41	82,984.03	87,133.23	91,489.90	96,064.39
Lead Dispatcher/Jailer	6420	7/5/2027	83,764.41	87,952.64	92,350.27	96,967.78	101,816.17
Property & Evidence Technician	6440	7/5/2027	69,547.22	73,024.58	76,675.81	80,509.60	84,535.08

Signature: 
Katie Lucchesi (Dec 12, 2025 11:09:51 PST)

Email: klucchesi@lodi.gov

LPDA MOU

Final Audit Report

2025-12-12

Created:	2025-12-12
By:	Olivia Nashed (onashed@lodi.gov)
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Signature Date: 2025-12-12 - 7:09:51 PM GMT - Time Source: server
-  Agreement completed.
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RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE MEMORANDUM OF UNDERSTANDING WITH LODI POLICE DISPATCHERS ASSOCIATION EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2028

=====

WHEREAS, representatives from the City of Lodi ("City") and the Lodi Police Dispatchers Association (LPDA) have bargained in good faith and reached a tentative agreement on a successor Memorandum of Understanding (MOU); and

WHEREAS, it is recommended that Council approve revisions to the MOU with LPDA to include the following:

- The term of the MOU shall be from July 1, 2025 through June 30, 2028.
- 11.82% wage adjustment over the term of the contract as follows:
 - 5.82% equity adjustment effective July 7, 2025;
 - 3% equity adjustment effective December 22, 2025;
 - 3% cost-of-living adjustment effective July 5, 2027.
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026, or the first pay period following City Council approval of the MOU, whichever is later.
- Reduce total employee pension contribution by 3% effective July 6, 2026
- Add Graveyard incentive, 2.5% effective the first pay period following City Council approval of the MOU.
- Increase bilingual incentive to \$200 per month, effective the first pay period following City Council approval of the MOU.
- Add Wellness Incentive of \$50 per month to be paid on a per pay period basis, upon successfully passing a physical agility examination on an annual basis.
- Add Training Incentive Side Letter from 2023 into the MOU.
- Add eligibility for Property and Evidence Technician training incentive of 5% effective December 22, 2025, following City Council approval of the MOU.
- Roll uniform allowance into base pay effective the first pay period following City Council approval of the MOU.
- Increase Longevity pay –This longevity incentive will take effect December 22, 2025, and be paid on a per pay period basis starting the first full pay period in January 2026, as follows:
 - 10 years – 2.5%
 - 20 years – 5%
 - Eligible employees shall receive longevity pay for 2025, and retroactive amounts owed for 2025 will be paid in the pay period beginning December 22, 2025.
- MOU Clean Up:
 - Tuition Reimbursement – Clarify definition for “regular employee for 6 months” (not on probation).
 - Add Holiday Side Letter to MOU.

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby find and declare that the recitals listed above are true and timelines agreed between the City and LPDA,

and hereby approves the attached Memorandum of Understanding (Attachment 1) between the City of Lodi and LPDA, effective July 1, 2025 through June 30, 2028.

Dated: December 17, 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 December 17, 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 the Statement of Benefits (SOB) Between the City of Lodi and the Lodi Fire Mid-Management for the Period July 1, 2025 through June 30, 2028 (HR)

MEETING DATE:

December 17, 2025

PREPARED BY:

Cristina Gonzales, Interim Human Resources Manager

RECOMMENDED ACTION:

Adopt a Resolution Approving the Statement of Benefits Between the City of Lodi and the Lodi Fire Mid-Management for the Period July 1, 2025 through June 30, 2028.

BACKGROUND INFORMATION:

Representatives from the City of Lodi and the Lodi Fire Mid-Management (LFMM) have been bargaining over a successor Statement of Benefits (SOB) for the past six months and have reached a tentative agreement, subject to Council approval.

The proposed version of the SOB is attached as Attachment 1 for Council review and approval. A summary of the key changes in the SOB are as follows:

- The term of the SOB shall be from July 1, 2025 through June 30, 2028.
- Twenty percent (20%) salary separation from Battalion Chief top step to top step Training/Administrative Captain rate effective December 22, 2025 or the first pay period following City Council approval of the SOB, whichever is later.
- Ten percent (10%) salary separation from Deputy Chief top step to top step Battalion Chief rate, effective December 22, 2025 or the first pay period following City Council approval of the SOB, whichever is later.
- One-time distribution of 3% for July 1, 2025 to December 31, 2025 payable effective December 22, 2025 or the first pay period following City Council approval of SOB, whichever is later.
- Three percent (3%) cost-of-living increase effective July 6, 2026.
- Three percent (3%) cost-of-living increase effective July 5, 2027.
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026 or the first pay period following City Council approval of the SOB, whichever is later.
- Increase Longevity pay - If approved, the percentage-based longevity pay incentive would take effect December 21, 2025, and would then be paid on a per pay period basis starting the first full pay period in January 2026, at the following rates:
 - 10 years - 2.5%
 - 20 years - 5%

COUNCIL COMMUNICATION

- SOB Clean Up:
 - Tuition Reimbursement - Clarify definition for “regular employee for 6 months” (not on probation)
 - Holiday Leave Balance to reflect 168 hours
- Add the following Side Letters to SOB:
 - Holiday Pay Cash Out Side Letter,
 - EMT Side Letter,
 - Physical Fitness; and
 - Paramedic Incentive

LFMM continues to partner with the City to maintain a high level of service at a reasonable cost to the community. Both the City and LFMM recognize the need to offer competitive salary and benefit packages to attract and retain talented employees into the fire service. Both also recognize the need for the City to maintain its financial health. The increases offered in this SOB place the LFMM salaries slightly above median of our competitor agencies and it is anticipated will keep the near the midpoint throughout the SOB term. The SOB terms strike a balance by providing enhanced salary to LFMM members at a reasonable cost to the City.

Staff recommends that the Council approve the SOB between the City and LFMM.

STRATEGIC VISION:

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

FISCAL IMPACT:

The total cost the term of the agreement is \$605,600 as show below.

Calendar Year 2025	\$156,680
Calendar Year 2026	\$195,510
Calendar Year 2027	\$253,410
Total Cost (3 years)	\$605,600

FUNDING AVAILABLE:

Budget adjustments for these and other compensation increases for City employees may be needed at Mid-Year Fiscal Year 2025/26. Vacancy savings are the first source for funding the increases for this and future employee contract changes in the coming Fiscal Year. These savings and other reserves may be necessary to finance the salary and benefit increases.

STATEMENT OF BENEFITS
BETWEEN
CITY OF LODI
AND
LODI FIRE MID-MANAGEMENT (LFMM)

Term of Agreement
July 1st, 2025 – June 30th 2028



FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

Contents

ARTICLE I - SALARY5

ARTICLE II - DEFERRED COMPENSATION.....6

ARTICLE III - FLEXIBLE SPENDING ACCOUNT6

ARTICLE IV - BILINGUALPREMIUM PAY.....6

ARTICLE V - EDUCATION INCENTIVE PAY.....6

ARTICLE VI - SPECIAL ASSIGNMENT PAY7

ARTICLE VII - TEMPORARY UPGRADE PAY8

ARTICLE VIII – PARAMEDIC INCENTIVE PAY8

ARTICLE IX – JURY DUTY8

ARTICLE X - LONGEVITY9

ARTICLE XI - OVERTIME10

ARTICLE XII - CATASTROPHIC LEAVE.....11

ARTICLE XIII - WELLNESS PROGRAM11

ARTICLE XIV - RETIREMENT.....12

ARTICLE XV - VACATION LEAVE13

ARTICLE XVI - ADMINISTRATIVE LEAVE.....14

ARTICLE XVII - HOLIDAYS14

ARTICLE XVIII - LEAVE OF ABSENCE.....15

ARTICLE XIX - SICK LEAVE.....16

ARTICLE XX - SICK LEAVE CONVERSION.....16

ARTICLE XXI - SURVIVORS BENEFITS.....17

ARTICLE XXII - EXECUTIVE PHYSICAL EXAMINATION.....17

ARTICLE XXIII – CAFETERIA PLAN17

ARTICLE XXIV – HEALTH INSURANCE.....18

ARTICLE XXV - DENTAL AND ORTHODONTIA INSURANCE19

ARTICLE XXVI - VISION INSURANCE.....20

ARTICLE XXVII - CHIROPRACTIC INSURANCE.....20

ARTICLE XXVIII - LIFE INSURANCE20

ARTICLE XXIX - UNIFORM ALLOWANCE.....20

ARTICLE XXX - TUITION REIMBURSEMENT21

ARTICLE XXXI - 56-HOUR WORK WEEK.....21

ARTICLE XXXII - PERSONAL LIABILITY.....21

ARTICLE XXXIII - GRIEVANCE PROCEDURE.....22

ARTICLE XXXIV - DISCIPLINARY PROCEDURE23

ARTICLE XXXV – CITY RIGHTS27

ARTICLE XXXVI – COMPLETE STATEMENT OF BENEFITS27

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

ARTICLE XXXVII – SEVERABILITY.....	28
Schedule A – Salary Schedules	30

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

This Statement of Benefits (SOB) is entered into on December _____, 2025, by and between the City of Lodi, a municipal corporation (“City”), and the Lodi Fire Mid-Management (LFMM).

FIRE MID-MANAGEMENT CLASSIFICATIONS

- Deputy Fire Chief
- Fire Battalion Chief

ARTICLE I - SALARY

Off Salary Schedule Payment:

Effective July 7, 2025, employees shall receive a one-time, off-schedule payment equivalent to three percent (3%) of base wages earned for the period of July 7, 2025 through December 21, 2025. This payment shall not affect salary range placement.

Fire Battalion Chief Adjustments:

As of January 1, 2026, and for the duration that this SOB is in effect, the City will maintain a twenty percent (20%) salary differential between top step base pay of Fire Training/Administrative Captain and top Step base pay of Battalion Chief. The differential shall be calculated by multiplying the Fire Captain salary by 1.20, creating a twenty percent (20%) separation between Fire Captain and Battalion Chief.

In addition, the following cost-of-living adjustments shall apply to base salary:

- Effective July 6, 2026 – 3% Cost of Living Adjustment
- Effective July 5, 2027 – 3% Cost of Living Adjustment

Deputy Fire Chief Adjustments:

As of January 1, 2026, and for the duration that this agreement is in effect, the City will maintain a ten percent (10%) salary differential between top step base pay of Fire Battalion Chief and top Step base pay of Deputy Fire Chief. The differential shall be calculated by multiplying the Fire Battalion Chief salary by 1.10, creating a ten percent (10%) separation between Fire Battalion Chief and Deputy Chief.

Term of Agreement & Survey Provision

The City and the LFMM agree that the term of this SOB is July 1, 2025 to June 30, 2028.

Although the City is not required to perform or act on a salary survey during the term of this SOB, in the event a salary survey is performed, the City and the LFMM agree that the survey comparator cities shall be as follows:

- Chico
- Clovis

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

- Davis
- Fairfield
- Manteca
- Merced
- Modesto
- Redding
- Roseville
- Stockton
- South County Fire Authority
- Turlock
- Vacaville
- Visalia
- Woodland

ARTICLE II - DEFERRED COMPENSATION

Employees may participate in the City's Deferred Compensation Plan, in accordance with Section 457 of the Internal Revenue Service Code. The City shall match employee contributions up to a maximum of three percent (3.0%) of base salary.

ARTICLE III - FLEXIBLE SPENDING ACCOUNT

Employees may elect to participate in the City's Flexible Spending Account Plan in accordance with Section 125 of the Internal Revenue Service Code. Available options include:

- Premium Only Plan (POP)
- Medical Flexible Spending Account (FSA)
- Dependent Care Flexible Spending Account (DCFSA)

Elections will be made annually each November, or within 30 days of a quality change in family status. Effective in plan year 2018, and the years thereafter, the FSA will include a carryover provision which allows an active participant to automatically carryover up to the IRS limit to the new plan year. For 2025, the carryover limit is six hundred sixty dollars (\$660). Amounts exceeding the limit will be forfeited after the final filing date if left unclaimed.

ARTICLE IV – BILINGUAL PREMIUM PAY

Employees designated by the Fire Chief and approved by the City Manager, who pass a City-administered bilingual proficiency examination and who are routinely and consistently required to speak Spanish and/or Punjabi in the scope of their duties, shall receive a bilingual premium pay of two-hundred dollars (\$200.00) per month (ninety-two dollars and thirty-one cents (\$92.31) per bi-weekly pay period).

ARTICLE V - EDUCATION INCENTIVE PAY

The following educational courses, certificates and degrees enhance the ability of employees represented by this bargaining unit to perform their duties. Accordingly, education incentive pay shall be provided as follows:

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

Bachelor of Arts Degree: one hundred dollars (\$100.00) per month (forty-six dollars and fifteen cents (\$46.15) per bi-weekly pay period).

Emergency Medical Technician (“EMT”) Pay: two hundred dollars (\$200.00) per month (ninety-two dollars and thirty-one cents (\$92.31) per bi-weekly pay period) – Additional compensation for safety employees who obtain and maintain an EMT certification as required by the City. Eligible employees must possess and maintain an active EMT certification issued by the State of California or the National Registry of Emergency Medical Technicians, EMT pay is payable only while the certification is valid. This compensation is available to all employees in the LFMM group required to hold and maintain and EMT certification as a condition of employment.

Employees will receive education incentive pay upon completion of the required coursework for the following professional certifications through California State Fire Training:

Chief Fire Officer*	\$250.00 or \$100.00** per month
Company Officer*	50.00 per month
Fire Investigator	12.50 per month
Instructor Level III*	25.00 per month
Fire Inspector I*	25.00 per month
Community Risk Officer*	12.50 per month

*Certification title changes made by California State Fire Training

**Effective July 1, 2022, employees who complete the Chief Fire Officer Task Book and who obtain the Chief Fire Officer certificate from the Office of the State Fire Marshall (OSFM) will receive an additional \$150.00 per month (maximum of \$250). Employees who obtained the Chief Fire Officer certification prior to December 30, 2016 (under the prior CAL FIRE certification program) will receive an additional \$150.00 per month (maximum of \$250). Employees who completed all of the required coursework but do not possess the Chief Fire Officer certificate, and did not complete the Chief Fire Officer Task Book will receive no more than \$100.00 per month.

Employees may only receive a maximum of three hundred fifty dollars (\$350.00) per month (one hundred sixty-one dollars and fifty-four cents (\$161.54) per biweekly pay period) for combined incentives listed in subsection 5.3. However, an additional twenty-five dollars (\$25.00) per month (eleven dollars and fifty-four cents (\$11.54) per biweekly pay period) may be earned if the employee possesses a Hazardous Materials Specialist or Technician Certificate.

Employees shall not receive this incentive pay until satisfactory evidence of coursework completion is produced. Incentive pay shall be retroactive to the final course completion date up to a maximum of six (6) months from the date Human Resources receives the required documentation.

ARTICLE VI - SPECIAL ASSIGNMENT PAY

Employees who are assigned by the Fire Chief to work on a one-time special or major project shall be paid an additional ten percent (10%) of the employee’s regular base salary while working on the project. City Manager approval must be obtained prior to beginning the project.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

It is mutually agreed that assignments are at the sole discretion of the Fire Chief, subject to City Manager approval. Employees assigned to such projects, as well as LFMM, acknowledge that employees may be transferred from or removed from the special project on a non-punitive basis and that such action is not subject to appeal.

ARTICLE VII - TEMPORARY UPGRADE PAY

Any employee who is assigned by the Fire Chief, and with the approval of the City Manager, to a higher classification in the absence of the incumbent for a period of three (3) or more consecutive work days, shall receive a ten percent (10%) wage increase while in this status. In no event shall the upgraded hourly pay exceed the top step of the higher classification.

City Manager approval must be obtained prior to the employee working in the higher classification.

To be eligible for temporary upgrade pay, the employee must be relieved of their regular job duties during the assignment. When assigned to temporarily fill a vacant position during recruitment for a permanent appointment, a temporary upgrade assignment shall not exceed nine hundred sixty (960) hours in a fiscal year.

ARTICLE VIII – PARAMEDIC INCENTIVE PAY

Effective January 9, 2023, LFMM employees who are certified by San Joaquin County Emergency Medical Services Agency (“SJCEMSA”) as a paramedic and designated as the Battalion Chief paramedic coordinator shall receive a stipend of fifty dollars (\$50.00) per month.

Effective January 9, 2023, LFMM members who are licensed Paramedics and actively seeking SJCEMSA accreditation shall receive a stipend of two hundred fifty dollars (\$250.00) per month.

Effective January 9, 2023, LFMM members who are accredited by SJCEMSA shall receive a stipend of two hundred fifty dollars (\$250.00) per month until the City is approved by SJCEMSA to implement and Advanced Life Support (“ALS”) program and;

Upon SJCEMSA approval of the City’s ALS program, LFMM members accredited by SJCEMSA as paramedics shall receive an incentive of eleven percent (11%) of their base salary.

The City shall provide for all licensing, accreditation and continuing education fees and costs associated with paramedic licensure and accreditation. The City shall also provide required continuing education for paramedics at no cost to employees. Paramedics shall receive overtime compensation for attending and completing approved continuing education classes outside their normal working hours.

ARTICLE IX - JURY DUTY

All full-time regular employees shall be granted jury duty leave with pay. Any employee summoned for jury service during regular work hours shall receive their regular compensation while actively serving, in addition to any jury duty compensation provided by the court or County.

Employees shall not receive jury duty leave with pay when appearing on their own behalf or as a witness in a personal matter in a court of law.

Employees serving on jury duty who are released for the day after serving less than one half (1/2) of their normal work shift are expected to return to work for the balance of the day. Employees who are seated on a jury shall not be scheduled for regular work during the twelve (12) hours preceding the scheduled time for jury duty.

If an employee covered by this Agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee shall receive their full pay while so doing, with no loss of time if they are on regular duty. If the employee is not on duty, the City agrees to compensate that employee at one and one-half times their regular rate of pay, for the time spent in any appearance as required by this Article. The employee shall demand a witness fee and shall reimburse same to the City. As a prerequisite for payment to off-duty employees, the Fire Chief or their designee must be notified in writing of the off-duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

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

ARTICLE X - LONGEVITY PAY

Public Employees Retirement System (“PERS”) Reportable Longevity Pay

After completing ten (10) consecutive years of service with the City of Lodi, employees shall receive a longevity incentive equal to two and one-half percent (2.5%) of their base pay.

After completing twenty (20) consecutive years of service with the City of Lodi, employees shall receive a longevity incentive equal to five percent (5.0%) of their base pay.

The applicable longevity incentive shall take effect on the employee’s anniversary date marking completion of the qualifying service period. For eligibility purposes, years of service shall be calculated based on the first day of the month in which employment commenced.

Effective December 21, 2025, this percentage-based incentive replaces the prior fixed-dollar longevity pay structure.

Employees with ten (10) or more years of consecutive service as of October 31, 2025, shall receive a lump-sum payment equal to two and one-half percent (2.5%) of their effective base wage as of October 31, 2025.

Employees with twenty (20) or more years of consecutive service as of October 31, 2025, shall receive a lump-sum payment equal to five percent (5.0%) of their effective base wage as of October 31, 2025.

These payments are PERS-reportable, consistent with Title 2, Section 571(a)(1) of the California Code of Regulations, as they represent percentage-based compensation tied to base salary.

CalPERS Reporting and Compliance

The PERS-reportable Longevity Pay described in this Article shall be administered and reported in accordance with Title 2, Sections 571(a)(1) and 571.1(b) of the California Code of Regulations, and the CalPERS Special Compensation Reportability Table.

ARTICLE XI - OVERTIME

Classifications in this bargaining unit are deemed exempt from the overtime requirements of the Fair Labor Standards Act (FLSA).

However, the following contractual overtime provisions apply:

- ◆ Battalion Chiefs shall be compensated for contractual overtime at one and one-half times (1.5x) their base rate for time worked due to emergencies.
- ◆ For non-shift employees, contractual overtime is time worked in excess of forty (40) hours in a seven (7) day work period.
- ◆ For shift employees, contractual overtime is time worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) day work period.

Emergencies shall be determined by the Fire Chief, or his or her designee, and include but are not limited to:

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

Contractual overtime pay shall not be paid for the following:

- ◆ Staff meetings;
- ◆ Special projects;
- ◆ Conferences and seminars - except as noted below;
- ◆ Appearances before City Council and commissions;
- ◆ Public information presentations;
- ◆ Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.

All overtime must be approved by the Fire Chief. Any deviations from these guidelines must be approved in advance by the Fire Chief and the City Manager.

Battalion Chiefs may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1.5) hours for each hour worked.

No more than one hundred forty-four (144) hours of compensatory time may be carried on the books at any time.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

Effective December 1, 2026, and by each December 15th thereafter, Battalion Chiefs may submit an irrevocable election to cash out unused CTO to be earned in the following calendar year, up to a maximum of one hundred forty-four (144) hours. Cash out will occur in April and October of the year following election. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the annual CTO cash out program.

Upon separation, Battalion Chiefs shall be paid at the employee's current hourly rate or the average of the last three (3) years, whichever is higher for the remaining compensatory balance.

Upon promotion into Deputy Fire Chief, all previously accrued compensatory time must be paid or used prior to the promotion.

Deputy Fire Chief is considered an exempt classification not subject to any of the exceptions for contractual overtime specified in this section. However, for the purposes of and in recognition of San Joaquin County Strike Team Agreements, the Deputy Fire Chief and Battalion Chiefs will be allowed to participate in Strike Team Operations and be eligible for overtime as provided for in said agreements. Expenditures must be mandated for reimbursement to the City.

ARTICLE XII - CATASTROPHIC LEAVE

Employees represented by this bargaining group shall be covered by and subject to the City's Catastrophic Leave Policy set forth in the City's current Administrative Policy Manual.

ARTICLE XIII – WELLNESS PROGRAM INCENTIVE

Employees in the bargaining unit will be eligible for a Wellness Program Incentive of fifty dollars (\$50.00) per month, paid in the employee's regular payroll check on a bi-weekly basis, upon successfully passing an annual physical ability examination. The examination will be proctored by Human Resources. The LFMM and City will collaborate on the components of the physical ability exam in order to be equivalent to the entry-level Candidate Physical Ability Test (CPAT) examination.

Employees must successfully pass each ability component within the prescribed time period to be eligible for the incentive. Employees who fail the initial examination will be allowed to re-test one time within 30 days of failing the examination. If the employee fails the re-test, the employee will not be eligible to re-test until the next scheduled annual examination.

Employees who are on vacation, injury leave, or modified duty and are not able to participate in the annual physical ability examination, will be given the opportunity to take the examination within 30 days of returning to full duty.

The first examination will be conducted as soon as administratively possible. The examination will be conducted annually (in November) thereafter, except for re-testing as stated above. Employees who successfully pass the physical ability examination will receive the Wellness Program Incentive, effective the first of the pay period following successful completion of the examination.

Employees who fail the annual testing will lose the incentive until they successfully pass the physical ability examination.

An employee's participation in the Wellness Program Incentive is completely voluntary and optional and shall not be punitive.

ARTICLE XIV - RETIREMENT

The City of Lodi provides retirement benefits through PERS. Employees shall receive the following retirement benefits.

Tier One (Classic) Pension: The following plan is available to employees hired prior to December 22, 2012 and deemed to be "classic" employees by PERS:

- **Safety**
 - 3% @ 50 plan
 - 1957 Survivors Benefit
 - 1959 Survivors Benefit -3rd Level
 - Employee shall pay the full employee share of retirement costs (maximum of 9%) as calculated by PERS in its annual actuarial valuation, plus the 3% cost share referenced in MOU Section 13.5, for a total contribution of 12%.
 - Service Credit for Unused Sick Leave
 - Military Service Credit as Public Service
 - Single Highest Year

Tier Two (Classic) Pension: Employees hired after December 22, 2012 and deemed to be "classic" employees by PERS shall have the following retirement benefit:

- **Safety**
 - 3% @ 55 plan
 - 1957 Survivors Benefit
 - 1959 Survivors Benefit -3rd Level
 - Employee shall pay the full employee share of retirement costs (maximum of 9%) as calculated by PERS in its annual actuarial valuation, plus the 3% cost share referenced in MOU Section 13.5, for a total contribution of 12%.
 - Service Credit for Unused Sick Leave
 - Military Service Credit as Public Service
 - Average of three (3) highest consecutive years

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

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

- Safety 2.7% @ 57 plan
- 1957 Survivors Benefit
- 1959 Survivors Benefit – 3rd Level
- Average of three (3) highest consecutive years
- Service Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation, plus the 3% cost share referenced in MOU Section 13.5.

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

- Base Salary
- Education/certification incentives
- Uniform allowance (for Classic Members only)
- Longevity pay
- Bilingual pay
- Holiday pay (for shift employees only)

Each employee in this unit shall pay three percent (3%) towards the employer’s share of CalPERS normal pension cost (cost-sharing). The parties agree that should the parties negotiate the elimination of the three percent (3%) cost-sharing by the employee, a corresponding three percent (3%) salary adjustment will occur, subject to reduction, elimination or change through the negotiation process.

ARTICLE XV - VACATION LEAVE

Employees shall receive the following vacation benefits:

Employee’s assigned to a forty (40) hour work week:

Beginning with:

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

Employee’s assigned to Shift work (56 hour work week):

Beginning with:

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

Vacation leave shall be used in increments of not less than quarter (1/4) hours. Maximum vacation accrual (carry over) shall follow the City’s Vacation Leave Policy.

Effective December 1, 2026, and before every December 15th thereafter, employees may submit an irrevocable election to cash out unused vacation to be earned in the following calendar year in excess of eighty (80) hours. Cash out will occur in October of the year following election. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the annual vacation cash out program.

ARTICLE XVI - ADMINISTRATIVE LEAVE

Employees will be given eighty (80) hours of administrative leave (or one hundred twenty (120) hours for shift personnel) per calendar year. Leave shall be taken in increments of not less than quarter (1/4) hours. Balances must be used or cashed out prior to December 30th or they will be lost. The parties expressly agree that Labor Code Section 227.3 does not apply.

New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with six and two thirds (6.67) hours granted for each full calendar month remaining in the calendar year with a maximum of eighty (80) hours. Shift employees will be granted ten (10) hours leave for each full calendar month remaining in the calendar year with a maximum of one hundred twenty (120) hours.

Employees separating mid-year will receive a cash payout for unused Administrative Leave on a prorated basis in accordance with this section.

Employees are eligible to cash out all of their current Administrative Leave balance in any calendar year. A request to cash out Administrative Leave must be in writing and submitted to the Finance Division.

ARTICLE XVII - HOLIDAYS

In January, every member will be credited 116 hours (non-shift) or 168 hours (shift) of holiday leave. In January of each calendar year, every member's holiday account will be credited with the appropriate number of holiday hours. Employees hired mid-year or terminating mid-year shall have holiday hours credited or deducted at the rate of 6.0 hours for shift employees and 4.15 hours for non-shift employees per pay period. The City observes 10.5 holidays, in addition to 4 floating holidays. The observed holidays are as follows:

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	4th Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (four hours)	December 24
Christmas Day	December 25

Holiday hours shall be taken in increments of not less than quarter hours and may not be carried into the following calendar year. Each year, the pay period in which December 1 falls, employees will be paid for the unused holidays, of the same calendar year, at the straight-time rate.

Holiday cash out compensation is reportable as earned in compliance with the Public Employee's Retirement Law (PERL) and Government Code Section 20630 for all bargaining unit members classifying as a CalPERS Classic Member. Holiday cash out for CalPERS PEPRAs members is not pensionable compensation. Floating holiday hours are considered not pensionable compensation for both Classic and PEPRAs members.

Holiday Pay is additional compensation for employees who are required to work on City observed holidays because they work in positions that require scheduled staffing without regard to holidays.

ARTICLE XVIII - LEAVE OF ABSENCE

The City and Fire Mid-Management mutually agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with the Leave of Absence policy in the City of Lodi Administrative Policy Manual.

The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a regular full-time employee is not impaired by such leave of absence.

Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, or compensatory time off, such that the employee is no longer in a pay status shall not receive employer paid employment benefits. However, if the leave is for medical reasons the medical insurance will be carried for three months at the City's expense. Other health benefits may be continued at the employee's expense.

Medical leave shall be in accordance with the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL) and/or other applicable state and federal laws.

ARTICLE XIX - SICK LEAVE

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

Sick leave may be used for the following circumstances:

- a. Actual illness or injury of the employee.
- b. Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's family member is incapable of independently attending such appointments.
- c. Where the employee's medical attention to an immediate family member is required.
- d. For an employee who is a victim or whose family member is a victim, as defined in Government Code Section 12945.8(j), the purposes described in Government Code Sections 12945.8(a)(3) and (b) of the Government Code.

Employee's requesting an absence to care for an immediate family member are authorized to use up to seventy-two (72) hours of accumulated sick leave for a family member. Generally, no more than one hundred twenty (120) hours of family sick leave shall be approved in one calendar year.

For the purpose of this article, immediate family means spouse, registered domestic partner, child of any age or dependency status (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.), grandparent, grandchild, sibling, or a designated person, which, for purposes of this provision, means a person identified by the employee covered by this policy at the time that employee requests paid sick leave. Employees covered by this policy are limited to one such designated person per 12-month period for whom they can use paid sick leave to provide care.

ARTICLE XX - SICK LEAVE CONVERSION

"Service Credit"

For an employee hired on or after December 6, 1995, whose effective date of retirement is within four (4) months of separation from employment with the City, accrued and unused sick leave at the time of retirement shall be credited at the member's retirement with 0.004 year of service credit

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

for each unused day of sick leave certified to CalPERS by the City. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.

A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance through CalPERS for an unlimited amount of time. The cost will be borne by the retiree or surviving dependent, in addition to the PEMHCA minimum City contribution where applicable.

ARTICLE XXI - SURVIVORS BENEFITS

In accordance with health and dental benefits described in this Statement of Benefits, the City shall provide health and dental benefits for the Surviving spouse or registered domestic partner and any minor children of any employee represented by the LFMM who is killed or dies during the performance of official duties. Premiums will continue to be paid by the City until such time such time as the surviving spouse or registered domestic partner is covered by other insurance or remarries, and for dependent children of the employee killed in the line of duty until such time as either:

- the children reach age 26, or
- the children are covered under other alternative medical coverage provided by and through the surviving spouse/domestic partner or the person who they remarry.

ARTICLE XXII - EXECUTIVE PHYSICAL EXAMINATION

Employees may elect to receive an executive physical examination in accordance with the provisions of the City’s medical insurance plan to include any and all of the following procedures as applicable and as deemed necessary by the employee's physician:

- A complete office examination
- Urinalysis
- Pap smear
- EKG (resting)
- An executive blood panel
- Mammogram
- Chest X-ray

Employees shall be reimbursed for costs not covered by the medical insurance for the procedures referenced in this section. Any additional tests judged necessary shall be the responsibility of the employee. Employees must submit all related receipts, attached to a claim voucher, to the Finance Department for reimbursement.

ARTICLE XXIII – CAFETERIA PLAN

City Contribution

The City shall contribute an amount equal to ninety percent (90%) of the premium cost of the lowest-cost CalPERS Health Maintenance Organization (“HMO”) plan available within ZIP Code 95240 toward each eligible employee’s health insurance coverage by enrollment category.

This contribution shall be adjusted annually, effective the first pay period in January, based on CalPERS premium rates.

Employees who select plans costing more than the City’s contribution shall pay the premium cost difference through payroll deductions.

Eligibility

Regular full-time employees are eligible to participate in the Cafeteria Plan beginning the first day of the month following hire.

Employee’s eligible dependents may be enrolled in accordance with CalPERS and the employee’s selected plan rules.

Changes in health insurance coverage may occur only during the City’s open enrollment period or following a qualifying event as defined under Internal Revenue Service Code Section 125.

Health Insurance coverage ends the last day of the month in which employment terminates, unless continued under Consolidated Omnibus Budget Reconciliation Act (COBRA).

Eligible Benefits

City contributions under this Article may be applied to the following benefits:

- Medical Insurance – see Article XXII – Health Insurance
- Vision Insurance – see Article XXIV – Vision Insurance
- Chiropractic Services – see Article XXV – Chiropractic Services

Administration and Opt-Out

The Cafeteria Plan shall be administered in accordance with Internal Revenue Service Code Section 125 and applicable CalPERS regulations.

Employees providing proof of alternate qualifying medical coverage may opt out of City-provided medical insurance and will receive the applicable opt-out or cash-in-lieu benefit as described in Article XXII – Health Insurance.

All employees are offered medical insurance for themselves and their eligible dependents through CalPERS medical plans.

ARTICLE XXIV - HEALTH INSURANCE:

Effective January 1, 2026, the City shall contribute an amount equal to ninety percent (90%) of the premium, by enrollment category, for the lowest-cost HMO plan available in ZIP code 95240. Employees shall be responsible for the difference between the City’s contribution and the premium of the plan the employee selects. Employee contributions shall be collected through payroll deductions. Employees may elect to have premium deductions withheld from pre-tax wages through the City’s Flexible Spending Account benefits Premium Only Plan (POP) as described in Article III.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

The City’s ninety percent (90%) contribution and corresponding ten percent (10%) employee contribution shall be reviewed annually and any necessary adjustments would be implemented at the first pay period in January to reflect any changes in premium rates for the lowest-cost HMO plan available in ZIP code 95240. The City’s contribution percentage shall not be reduced below ninety percent (90%) without mutual agreement between the City and the LMPO bargaining unit.

Employees who elect to waive medical insurance coverage through the City shall receive an additional “cash in lieu” of medical benefits amount as follows:

- \$692.81 per month for family coverage
- \$532.92 per month for employee + one dependent coverage
- \$305.22 per month for single coverage

The monthly cash-in-lieu amounts shall be divided equally between the two pay periods each month and paid, at the employee’s option, either as a flat taxable cash amount or as a contribution to the employee’s deferred compensation account. To be eligible for cash-in-lieu, an employee must provide the City with proof of other qualifying group medical insurance coverage.

Eligibility

Employees shall become eligible for medical insurance on the first day of the month following the date on which they become full-time regular employees of the City.

ARTICLE XXV – DENTAL / ORTHODONTIA INSURANCE

Coverage

Employees shall be provided fully paid family dental insurance. The City shall pay the full cost of the dental insurance premium for the employee and all eligible dependents.

The City reserves the right to select or change the dental insurance administrator or plan provider, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

Benefits

Maximum dental benefits shall be one thousand two hundred fifty dollars (\$1,250) per calendar year for each family member enrolled in the dental plan. A twenty-five dollar (\$25) deductible and applicable co-insurance provisions shall apply.

The City shall provide orthodontia benefits with a lifetime maximum benefit of one thousand two hundred fifty dollars (\$1,250) for each eligible family member covered under the dental plan.

Continuation of Coverage

The City's contribution toward group dental, orthodontia, chiropractic, and vision insurance shall continue only while the employee remains in paid status or during periods of legally protected leave, including the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

ARTICLE XXVI – VISION CARE INSURANCE

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium necessary to provide employees with vision care insurance through the Vision Service Plan (VSP) by enrollment category (Employee, Employee +1 or Family). The services covered and the amount of coverage shall be as outlined in the VSP Summary of Benefits.

The City reserves the right to select or change the vision insurance carrier, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

Employees may opt out of City provided Vision Care and apply the City contribution towards medical premiums.

ARTICLE XXVII – CHIROPRACTIC SERVICES

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium, by enrollment category (Employee, Employee +1 or Family), necessary to provide employees and their eligible dependents chiropractic services under the City's Chiropractic benefit program. This benefit allows for up to a maximum of forty (40) visits per calendar year.

A co-payment of ten dollars (\$10.00) per visit shall apply for each covered chiropractic service.

Employees may opt out of City provided Chiropractic Care and apply the City contribution towards medical premiums.

ARTICLE XXVIII - LIFE INSURANCE

Employees are provided with term life and accidental death/dismemberment insurance with a maximum pay out of twenty-five thousand dollars (\$25,000). This benefit decreases after age seventy (70) on a sliding scale, depending on age.

Employees are provided with accident insurance with a maximum payout of one hundred thousand dollars (\$100,000) that applies while traveling on City business outside the City limits. Spouses and registered domestic partners are only covered while accompanying the City employee on City business, or while conducting business on behalf of the City.

Employees are also provided with a twenty-five thousand dollar (\$25,000) accidental death policy in the event of death resulting from a line-of-duty injury.

ARTICLE XXIX - UNIFORM ALLOWANCE

The uniform allowance shall be nine hundred fifty dollars (\$950.00) per year, paid bi-weekly in the employee's regular payroll check in the amount of thirty-six dollars and fifty-four cents (\$36.54).

For classic CalPERS members, the City will report to CalPERS the uniform allowance provided.

ARTICLE XXX - TUITION REIMBURSEMENT

Training and Tuition Reimbursement shall follow the City’s Tuition Reimbursement Policy.

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

ARTICLE XXXI - 56-HOUR WORK WEEK

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

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

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

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

For conversion from 40 to 56 hours, multiply by 1.4
(i.e., hours accrued as a 40-hour employee and used as a 56-hour employee)

For conversion from 56 to 40 hours, multiply by 0.7143
(i.e., hours accrued as a 56-hour employee and used as a 40-hour employee)

Thereafter, accruals shall be earned based on the assigned work schedule.

ARTICLE XXXII - PERSONAL LIABILITY

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

- a. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:
 - 1. The act or omissions was not within the scope of their employment; or

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

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

ARTICLE XXXIII - GRIEVANCE PROCEDURE

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

- a. Interpretation or application of any of the benefits listed herein.
- b. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- c. Disputes which may be of a “class action” nature filed by an affected employee, or their union representative, on behalf of other similarly situated employees.

Class action Grievances shall be submitted in writing to the City Manager.

STEP ONE

Discussion between the employee and the immediate supervisor. This discussion shall occur within thirty (30) work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance. The supervisor shall then answer in writing within fifteen (15) work days.

STEP TWO

If a grievance is not resolved in step one, or if no answer is received after 15 days, the employee may escalate the grievance to step two. Step two shall be a discussion between the employee and the Department Head, and shall occur within fifteen (15) work days of the date of the immediate supervisor’s answer in step one, or the expiration of the 15 day time for response in the event a response is not received. Following the discussion, the Department Head shall provide a response in writing within fifteen (15) work days.

STEP THREE

If a grievance is not resolved in step two, the employee may present the grievance, in writing to the City Manager. Presentation to the City manager shall be made within 15 days of receiving an answer in Step Two, or within 15 days of the deadline to answer in step

two, if no answer is received. The City Manager shall respond in writing within fifteen work days of receipt of the grievance, and the City Manager's decision shall be final and binding.

STEP FOUR

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

As used in this procedure the term "work days" refers to Monday through Friday, excluding City-recognized holidays and regularly scheduled days off.

ARTICLE XXXIV - DISCIPLINARY PROCEDURE

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

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

1. The specific type of disciplinary action;
2. The effective date of the action;
3. The specific reason(s) or cause(s) for the actions;
4. Citation to the rules, regulations, policies, and/or statutes that have been violated;
5. Copies of all materials that were relied upon to support the proposed discipline; and
6. Notice that the employee has the right to respond orally or in writing within ten (10) days to the department head initiating the disciplinary action. No hearing before the City Manager is available to review oral or written reprimands.

An employee who responds orally or in writing to the department head shall be entitled to meet in an informal conference with the Fire Chief and shall be given the opportunity to rebut the charges against them or to state any mitigating circumstances.

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

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

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

Post-Disciplinary Appeal of Punitive Action Not Involving Demotion, Suspension, Reduction in Base Salary or Dismissal:

Pursuant to Government Code Section 11445.20, the following informal hearing procedure shall be utilized for an appeal by a Firefighter of a punitive action not involving a discharge, demotion, suspension, or reduction in base salary (examples: written reprimand, transfer for purposes of punishment).

- a. Notice of Appeal: Within five (5) calendar days of receipt by a Firefighter of notification of punitive action as set forth above, the Firefighter shall notify the Fire Chief in writing of the Firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. Presiding Officer: In an informal hearing, the Fire Chief or designee shall be the presiding officer. The Fire Chief or designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code Section 11425.40, then the City Manager or designee shall serve as the Presiding Officer. In such cases, the determination of the City Manager shall be final and binding.
- c. Burden of Proof: The employer shall bear the burden of proof at the hearing.
 - 1) If the action being appealed does not involve allegations of misconduct by the employee, the limited purpose of the hearing shall be to provide the Presiding Officer the opportunity to establish a record of the circumstances surrounding the action. The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.
 - 2) If the punitive action involves charges of misconduct, the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge and that the punitive action was reasonable under the circumstances.
- d. Conduct of Hearing:
 - 1) The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
 - 2) The parties may present opening statements.

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

- 3) The parties may present evidence through documents and testimony.
 - i. Witnesses shall testify under oath.
 - ii. Subpoenas may be issued pursuant to Government Code Sections 11450.05 – 11450.50.
 - iii. Unless the punitive action involves a loss of compensation, the parties shall not be entitled to confront and cross examine witnesses.
 - 4) Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.
- d. Recording of the Hearing: If the punitive action involves the loss of compensation, then the hearing shall be transcribed by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
 - e. Representation: The Firefighter may be represented by an association representative or attorney of their choice at all stages of the proceedings. All costs associated with such representation shall be borne by the Firefighter.
 - f. Decision: The decision shall be in writing pursuant to Government Code Section 11425.50. The decision shall be served by first class mail, postage prepaid, upon the Firefighter as well as their attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the Firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure Section 1094.6.

Post-Disciplinary Appeal of Demotion, Suspension or Dismissal: In the event of a demotion, suspension, reduction in base salary, or dismissal, and the affected employee is not satisfied with the decision rendered by the Fire Chief, the employee may appeal the decision. The employee may appeal disciplinary decisions by filing a written appeal with the Human Resources Director within fifteen (15) work days following service of the Final Notice of Disciplinary Action. The written appeal shall contain a written reply to the charges against the employee and written request for an appeal hearing.

If an employee submits an appeal, Pursuant to Government Code Section 11512, appeals shall be presided over by an administrative law judge on staff of the State Office of Administrative Hearings, hereinafter referred to as the “ALJ”. The ALJ shall preside at the appeal hearing, rule on the admission and exclusion of evidence and determine and rule on all matters of law, both procedural and substantive. In conducting the appeal hearing the ALJ shall follow the provisions set forth in section 11513 of the California Government code.

The selected hearing officer shall adhere to the following standard of review and hearing procedures, which the City and LFMM stipulate to as being in accordance with Chapter 5, (commencing with Section 11500) of Part 1 of Division 3 of the California Government Code and otherwise satisfying the administrative appeal right established under Section 3250 of the California Government Code:

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

1. Notice of Discipline as Accusation: The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code Sections 11500, et seq. Pursuant to Government Code Section 3254, subsection (f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline. The notice shall be prepared and served in conformity with the requirements of Government Code Sections 11500, et seq. The Accusation shall include or be accompanied by a statement to the employee that advises him or her of the right to request a hearing by filing a Notice of Appeal as provided in Government Code Section 11506. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the Firefighter concurrently with the notice of discipline.
2. Notice of Appeal: In accordance with Government Code Section 11506, within fifteen (15) calendar days after service of the Accusation on the Firefighter as set forth above, the Firefighter shall notify the Human Resources Manager in writing of the Firefighter's intent to appeal the punitive action by filing a Notice of Appeal. The Notice of Appeal must be signed by either the Firefighter or on his or her behalf, and must include the mailing address of the employee and/or his representative. Failure to file a timely Notice of Appeal constitutes a waiver of the employee's right to a hearing.
3. Pursuant to Government Code Section 11507 and 11516, at any time before or after the case is submitted for decision, the department may file an amended or supplemental Accusation. All parties must be notified of the amended or supplemental Accusation.
4. Time and Place of Hearing: Pursuant to Government Code Section 11508, unless otherwise decided by the Fire Chief or his/her designee, a hearing shall be conducted at City Hall at a time to be determined by the Fire Chief or his/her designee in coordination with the employee and his/her representative.
5. Notice of the Hearing: Notice of the hearing shall be provided to the parties pursuant to Government Code Section 11509.
6. Findings: The appeal proceedings shall be reported by a stenographic reporter. However, upon the consent of all the parties, the proceedings may be reported electronically. Within 30 days after the case is submitted to him or her, the ALJ shall prepare a proposed written decision to be submitted to the City Manager. Within 60 days of receipt by the City Manager of the ALJ's proposed decision, the City Manager may take any of the following actions:
 - a. Adopt the proposed decision in its entirety.
 - b. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
 - c. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Manager under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
 - d. Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, he or she shall prepare a revised

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

proposed decision based on the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision shall be furnished and the decision shall be served to each party and his or her attorney.

- e. Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties the City Manager may decide the case upon the record without including the transcript.

Any decision of the City Manager will be reduced to writing shall be final and binding.

The City Manager's written decision shall be served on the parties in accordance with Code of Civil Procedure Section 1094.6 and judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure Section 1094.5

ARTICLE XXXV – CITY RIGHTS

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

- Determine the mission of its constituent departments, commissions, and boards
- Set standards of service
- Determine the procedures and standards of selection for employment
- Direct its employees
- Maintain the efficiency of governmental operations
- Determine the methods, means, and personnel by which government operations are conducted
- Take all necessary actions to carry out its mission in emergencies
- Exercise complete control and discretion and the technology of performing its work.

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

ARTICLE XXXVI – COMPLETE STATEMENT OF BENEFITS

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

ARTICLE XXXVII – SEVERABILITY

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

FIRE MID-MANAGEMENT – STATEMENT OF BENEFITS

TO EFFECTUATE THIS MOU, the Parties have caused their duly authorized representatives to execute this MOU as of the date first written above.

Lodi Police Mid-Management Organization

City of Lodi, a municipal corporation

Signature: _____
Michael Alegre - President, LFMM

Signature: _____
James Lindsey - Interim City Manager

Signature: _____
Timothy Ortegel - Vice President, LFMM

Signature: _____
Patrick Clark - Chief Negotiator

Signature: _____
Roger Varwig - Member, LFMM

Signature: _____
Cristina Gonzales - Interim Human Resources Manager

APPROVED AS TO FORM:

Signature: _____
Katie Lucchesi - City Attorney *KL*

ATTEST:

Signature: _____
Olivia Nashed - City Clerk

SCHEDULE A

FIRE MID-MANAGEMENT SALARY SCHEDULES

Effective July 7, 2025		20% Differential between Battalion Chief and Administrative Fire Captain				
Title	Job Class	Step 0	Step 1	Step 2	Step 3	Step 4
Fire Battalion Chief - 80	6100	\$ 152,113.98	\$ 159,719.68	\$ 167,705.67	\$ 176,090.95	\$ 184,895.50
Fire Battalion Chief - 112	6101	\$ 154,930.91	\$ 162,677.46	\$ 170,811.33	\$ 179,351.89	\$ 188,319.49
Deputy Fire Chief	6120	\$ 167,325.38	\$ 175,691.65	\$ 184,476.23	\$ 193,700.05	\$ 203,385.05
Effective July 6, 2026		3% Cost of Living Adjustment				
Title	Job Class	Step 0	Step 1	Step 2	Step 3	Step 4
Fire Battalion Chief - 80	6100	\$ 156,677.40	\$ 164,511.27	\$ 172,736.84	\$ 181,373.68	\$ 190,442.36
Fire Battalion Chief - 112	6101	\$ 159,578.84	\$ 167,557.78	\$ 175,935.67	\$ 184,732.45	\$ 193,969.07
Deputy Fire Chief	6120	\$ 172,345.14	\$ 180,962.40	\$ 190,010.52	\$ 199,511.05	\$ 209,486.60
Effective July 5, 2027		3% Cost of Living Adjustment				
Title	Job Class	Step 0	Step 1	Step 2	Step 3	Step 4
Fire Battalion Chief - 80	6100	\$ 161,377.73	\$ 169,446.61	\$ 177,918.94	\$ 186,814.89	\$ 196,155.63
Fire Battalion Chief - 112	6101	\$ 164,366.20	\$ 172,584.51	\$ 181,213.74	\$ 190,274.43	\$ 199,788.15
Deputy Fire Chief	6120	\$ 177,515.50	\$ 186,391.27	\$ 195,710.84	\$ 205,496.38	\$ 215,771.20

Signature: 
Katie Lucchesi (Dec 12, 2025 11:07:36 PST)

Email: klucchesi@lodi.gov

FMM - Statement of Benefits

Final Audit Report

2025-12-12

Created:	2025-12-12
By:	Olivia Nashed (onashed@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5uP5s7T8aT2sV28xKZDLKLUxN6FxaqGh

"FMM - Statement of Benefits" History

-  Document created by Olivia Nashed (onashed@lodi.gov)
2025-12-12 - 7:00:49 PM GMT
-  Document emailed to Katie Lucchesi (klucchesi@lodi.gov) for signature
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-  Email viewed by Katie Lucchesi (klucchesi@lodi.gov)
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-  Document e-signed by Katie Lucchesi (klucchesi@lodi.gov)
Signature Date: 2025-12-12 - 7:07:36 PM GMT - Time Source: server
-  Agreement completed.
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RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE LODI FIRE MID-MANAGEMENT STATEMENT OF BENEFITS EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2028

WHEREAS, representatives from the City and the Lodi Fire Mid-Management Organization (LFMM) have bargained in good faith and reached a tentative agreement on a successor Statement of Benefits (SOB); and

WHEREAS, it is recommended that Council approve revisions to the SOB with LFMM to include the following:

- The term of the SOB shall be from July 1, 2025 through June 30, 2028.
- Effective July 7, 2025 - One-time, off-schedule payment equivalent to three percent (3%) of base wages earned for the period of July 7, 2025 through December 21, 2025. This payment shall not affect salary range placement.
- Twenty percent (20%) salary separation from Battalion Chief top step to top step Fire Training/Administrative Captain rate effective December 22, 2025 or the first pay period following City Council approval of SOB, whichever is later.
- Ten percent (10%) salary separation from Deputy Chief top step to top step Battalion Chief rate, effective December 22, 2025 or the first pay period following City Council approval of SOB, whichever is later.
- Three percent (3%) cost-of-living increase effective July 6, 2026.
- Three percent (3%) cost-of-living increase effective July 5, 2027.
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026 or the first pay period following City Council approval of the SOB, whichever is later.
- Increase Longevity pay –The percentage-based longevity pay incentive would take effect December 21, 2025, and would then be paid on a per pay period basis starting the first full pay period in January 2026 at the following rates:
 - 10 years – two and a half percent (2.5%)
 - 20 years – five and a half percent (5%)
- SOB Clean Up:
 - Tuition Reimbursement – Clarify definition for “regular employee for 6 months” (not on probation).
 - Add Holiday Side Letter to SOB.
 - Add EMT Side Letter.
 - Add Physical Fitness Side Letter.
 - Add Paramedic Side Letter.

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby approve the attached Statement of Benefits (Attachment 1) between the City of Lodi and LFMM, effective July 1, 2025 through June 30, 2028.

Dated: December 17, 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 December 17, 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:

Assign and Confirm Annual Appointments of City Council Members on Various Boards, Committees, and Commissions (CLK)

MEETING DATE:

December 17, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Assign and confirm annual appointments of City Council Members on various boards, committees, and commissions.

BACKGROUND INFORMATION:

The table, attached to this item as Attachment 1, sets forth the current appointments of City Council Members on various local, county and regional boards, committees, and commissions. The list of appointments is annually presented to the City Council to confirm the appointments, after the reorganization of the City Council, consistent with Section 5.7 of the City Council Protocol Manual. Per Section 5.7, the City Clerk will place an item on the agenda to confirm Council Member appointments to various boards, committees and commissions. Appointments are subject to approval by a majority of Council. The following changes have also been made to correspond with County guidelines, Council protocol and appointment updates:

- **San Joaquin Valley Special City Selection Committee:** the representatives on the Committee are the Mayor and Mayor Pro Tempore (or Vice Mayor) of each agency that sits on the Committee. Therefore, the appointments on the attached table have been updated to reflect the reorganization of the City Council, as of December 3, 2025, with Mayor Yopez as the Delegate and Mayor Pro Tempore Hothi as the Alternate.
- **Delta Protection Commission:** on May 7, 2025, the San Joaquin Valley Special City Selection Committee appointed Council Member Bregman, term starting on March 2, 2025 and ending March 2, 2027.
- **San Joaquin County Flood Control & Water Conservation District - Water Advisory Commission:** with the retirement of former Public Works Director Charlie Swimley, the delegate for the Commission has been updated to reflect the appointment of the Interim Public Works Director, Sean Nathan.
- **San Joaquin County Solid Waste Management Task Force:** with the retirement of former Public Works Director Charlie Swimley, the delegate for the Task Force has been updated to reflect the appointment of the Interim Public Works Director, Sean Nathan.

For the remainder of the appointments listed on the attached chart, it is recommended that the City Council notify the City Clerk of any additional revisions to be made. Following a final reading of the appointments and revisions into the record by the City Clerk, it is recommended that the City Council motion to confirm the

COUNCIL COMMUNICATION

annual appointments.

Additional information regarding each board, committee, or commission is available at the City Clerk's Office.

STRATEGIC VISION:

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

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

City Council Boards and Commissions

<i>Appointments for 2026:</i>	Mayor Ramón Yepez	Mayor Pro Tempore Mikey Hothi	Council Member Cameron Bregman	Council Member Lisa Craig- Hensley	Council Member Alan Nakanishi
City of Lodi Risk Oversight Committee (ROC) Meets every 3 to 6 months or as otherwise called.		Delegate Appointed January 4, 2023	Alternate Appointed January 4, 2023		
Delta Protection Commission Meets the third Thursday each month or as otherwise called			Delegate Appointed May 7, 2025		
Eastern San Joaquin Groundwater Joint Powers Authority Meets the third Thursday of each month or as otherwise called					Delegate Appointed April 5, 2017
League of California Cities Central Valley Division Executive Committee Meets as called		Representative Appointed January 20, 2021		Alternate Appointed January 4, 2023	
Local Agency Formation Commission (LAFCO)	Lodi to have a member in 2027.				
LODI/LUSD 2x2 Committee Meets as called		Committee Member Appointed January 20, 2021	Committee Member Appointed January 4, 2023		
Northeastern San Joaquin County Groundwater Banking Authority Meets second Wednesday of each month					Delegate Appointed January 6, 2015

City Council Boards and Commissions

<i>Appointments for 2026:</i>	Mayor Ramón Yepez	Mayor Pro Tempore Mikey Hothi	Council Member Cameron Bregman	Council Member Lisa Craig- Hensley	Council Member Alan Nakanishi
Northern California Power Agency (NCPA) Meets on the fourth Wednesday of each month		Delegate Appointed January 4, 2023	Alternate Appointed January 4, 2023		
San Joaquin County Abandoned Vehicle Abatement Service Authority Meeting date/time/location varies	Delegate Appointed May 3, 2023				
San Joaquin Council of Governments (SJCOG) Meets on the fourth Thursday of each month	Alternate Appointed May 3, 2023			Delegate Appointed May 3, 2023	
San Joaquin County Flood Control & Water Conservation District – Water Advisory Commission Meets the third Wednesday of each month	<u>CITY STAFF:</u> Delegate: Sean Nathan, Interim Director of Public Works & Alternate: Travis Kahrs, Water Plan Superintendent				
San Joaquin County Solid Waste Management Task Force Meets as called	Delegate: Sean Nathan, Interim Director of Public Works & Alternate: Council Member Bregman				
San Joaquin Partnership Meets the fourth Thursday of each month	Delegate Appointed February 5, 2024				
San Joaquin Regional Rail Commission Meets on the first Friday of each month				Commissioner Appointed January 4, 2023	

City Council Boards and Commissions

<i>Appointments for 2026:</i>	Mayor Ramón Yepez	Mayor Pro Tempore Mikey Hothi	Council Member Cameron Bregman	Council Member Lisa Craig- Hensley	Council Member Alan Nakanishi
San Joaquin Valley Special City Selection Committee Meets as called	Delegate Appointed December 17, 2025	Alternate Appointed December 17, 2025			
Transmission Agency of Northern California (TANC) Meets on the third Wednesday after the first Monday of every month	<u>CITY STAFF:</u> Delegate: Jeff Berkheimer, Director of Electric Utility & Alternate: Melissa Price, Rates and Resources Manager				

Adopted by the Lodi City Council on **December 17, 2025**, and posted pursuant to State of California Government Code Section § 54972. Questions regarding additional meeting information, Council appointments, or this posting should be directed to the City Clerk's Office at (209) 333-6702 or cityclerk@lodi.gov.

Olivia Nashed
City Clerk