



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

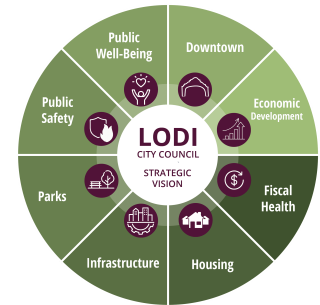
AGENDA - Regular Meeting

Date: October 1, 2025

Time: Closed Session: 5:00 p.m.

Regular Session: 7:00 p.m.

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



Notice Regarding Public Comments

Public Comment may be submitted in the following ways:

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

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation, Significant Exposure to Litigation pursuant to California Government Code Section 54956.9(d)(2) (On April 12, 2025 an attorney representing City Manager Scott Carney sent the City's outside Legal Counsel an email making legal arguments concerning certain alleged whistle blowing, and potential retaliation relating to it. The email directed the City to place a "litigation hold" on potentially related documents. This correspondence is a normal step prior to initiation of litigation and is a threat of litigation under Government Code Section 54956.9. The email is available for inspection upon request.)
- b) CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation, Significant Exposure to Litigation pursuant to California Government Code Section 54956.9(d)(2)

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 Proclamation Proclaiming October 3, 2025 as National Manufacturing Day and October as Manufacturing Awareness and Appreciation Month in Lodi (ED)

Attachments: [Attachment 1 - Proclamation](#)

- B.2** Presentation of Proclamation Proclaiming the Week of October 5-11, 2025 as "Fire Prevention Week" in Lodi (FD)

Attachments: [Attachment 1 - Proclamation](#)

- B.3** Presentation of Proclamation Proclaiming the Week of October 13-17, 2025 as "Public Power Week" in Lodi (EU)

Attachments: [Attachment 1 - Public Power Week Proclamation](#)

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

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

- C.1** Approve Minutes
a) May 21, 2025 (Regular Meeting)

Attachments: [Attachment 1 - May 21, 2025 Regular Meeting Minutes](#)

- Res. **C.2** Adopt a Resolution Directing the Acting City Manager to Temporarily Increase the Time Limit from 90-Minute to 4-Hour Parking Without Penalty for the 2025 Winter Holiday at Parking Spaces in Downtown Lodi to Encourage Residents and Visitors to Visit and Buy from Local Retailers and Downtown Businesses (ED)

Attachments: [Attachment 1 - Resolution](#)

- Res. **C.3** Adopt a Resolution Waiving Bid Process, Authorizing Purchase of Power Monitoring Equipment from Power Monitors, Inc. of Mount Crawford, VA and Appropriating Funds (\$12,061) (EU)

Attachments: [Attachment 1 - PMI Quote 36540](#)
[Attachment 2 - Resolution](#)

- Res. **C.4** Adopt a Resolution Accepting and Attesting to Veracity of 2024 Lodi Electric Utility Power Source Disclosure (EU)

Attachments: [Attachment 1 - LEU Power Source Disclosure \(Exhibit A\)](#)
[Attachment 2 - Resolution](#)

- Res. **C.5** Adopt a Resolution Approving City of Lodi Pay Schedule Dated October 1, 2025 (ISD - HR)

Attachments: [Attachment 1 - Pay Schedule](#)
[Attachment 2 - Resolution](#)

- Res. **C.6** Adopt a Resolution Approving the Classification, Job Description, and Salary Range of the New Position of Senior Community Improvement Officer; Adding One Senior Community Improvement Officer and Deleting One Community Improvement Officer II Position in the Community Development Department and within the Department's Fiscal Year 2025-2026 Budget After a Promotional Recruitment (ISD - HR)

Attachments: [Attachment 1 - Job Description](#)
[Attachment 2 - Resolution](#)

- Res. **C.7** Adopt a Resolution Ratifying Contract with Lodi Unified School District to Provide Community Based Organization (CBO) After-School Staff Support for the Bridge Program at Five Locations During the 2025/2026 School Year, in the Amount of \$651,526 and Authorize the City Manager to Approve Additional Changes for the 2025/2026 School Year in an Amount Not to Exceed \$100,000, for a Total Not to Exceed \$751,526 (PRCS)

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

- Res. **C.8** Adopt a Resolution Approving Lodi Arts Commission's Recommendation to Select Artist Daniel Borup's Conceptual Design Titled "Messis Copiosa" for the Art Installation Project at State Route 99 and Turner Road and Authorizing City Manager to Execute an Artwork Design, Fabrication and Installation Agreement in a Form Approved by the City Attorney (Not to Exceed \$500,000) (PRCS)

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

- Res. **C.9** Adopt a Resolution Repealing Traffic Resolution No. 25-100, and Reenacting the Complete, Current Version of the Traffic Resolution Hereby Approving the Modification of Zone C Residential Permit Parking Restricted Hours from 10:00 am to 11:00 am and from 1:30 pm to 2:30 pm; Zone D Residential Permit Parking Restricted Hours from 10:00 am to 11:00 am and from 12:30 pm to 2:30 pm; and Amend Zone C Permit Parking Area to Include the West Side of Pacific Avenue from Elm Street to 110 Feet South of Elm Street (PW)

Attachments: [Attachment 1 - Exhibit A - Zone C Map](#)
[Attachment 2 - Exhibit B - Zone D Map](#)
[Attachment 3 - Resolution](#)

- Res. **C.10** Adopt a Resolution Awarding a Contract for Well No. 8 Abandonment to Eaton Drilling Company LLC., of Woodland California, Appropriating Funds in the amount of \$65,996 to the Water Capital Account, and Authorizing Acting City Manager or Designee to Authorize Change Orders Not-To-Exceed \$10,000 (PW)

Attachments: [Attachment 1 - Contract](#)
[Attachment 2 - CIP](#)
[Attachment 3 - Resolution](#)

- Res. **C.11** Adopt a Resolution Authorizing Acting City Manager to Execute a Change Order for the Downtown Lodi Cleaning Crew Contract with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties (\$55,454) (PW)

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

- Res. **C.12** Adopt a Resolution Authorizing Acting City Manager to Execute Amendment No. 5 to Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for On-Call Heating, Ventilation, and Air Conditioning Services (\$100,000) (PW)

Attachments: [Attachment 1 - Amendment No. 5](#)
[Attachment 2 - Resolution](#)

- Res. **C.13** Adopt a Resolution Authorizing Acting City Manager to Execute Amendment No. 1 with Thatcher Company of Salt Lake City, UT, to Update Fee Schedule and Extend Term of Agreement to June 30, 2026 (PW)

Attachments: [Attachment 1 - Amendment No 1](#)
[Attachment 2 - Resolution](#)

- Res. **C.14** Authorize Advertisement for Bids for Compressed Natural Gas (CNG) Fueling Station Compressor Procurement and Adopt a Resolution Authorizing Acting City Manager or Designee to Award the Contract to Lowest Responsive Bidder (\$500,000) (PW)

Attachments: [Attachment 1 - Resolution](#)

- Res. **C.15** Approve Plans and Specifications and Authorize Advertisement for Bids for Compressed Natural Gas (CNG) Fueling Station Improvements (Less Compressor); Adopt a Resolution Authorizing Acting City Manager or Designee to Award the Contract to Lowest Responsive Bidder and Execute Change Orders (\$700,000) (PW)

Attachments: [Attachment 1 - Resolution](#)

- C.16** Appoint Larry Long and Aaron VanNortwick to the Parks and Recreation Commission, Gary Woehl to the Planning Commission, and Katherine LeStrange to the Greater Lodi Area Youth Commission (Student Commissioners); and Post for Vacancies on the Lodi Finance Committee, Lodi Arts Commission and the Lodi Improvement Committee (CLK)

- C.17** Set Public Hearing for October 15, 2025 to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code, Title 15 (Building and Construction) Chapter 15.25, Title 17 (Development Code) Sections 17.18.040 (Residential zoning district general development standards), 17.20.030 (Commercial zoning district land uses and permit requirements), 17.22.030 (Mixed use zoning districts land uses and permit requirements), 17.24.030 (Industrial zoning district land uses and permit requirements), 17.32.040 (Number of parking spaces required), 17.36.130 (Accessory dwelling units), 17.36.220 (Tobacco retailer establishments), 17.36.230 (Alcoholic beverage sales), 17.36.240 (Problem uses), 17.40.020 (Site plan and architectural approval), 17.40.050 (Variances and administrative deviations), 17.78.020 (Definitions of specialized terms and phrases) (Applicant: City of Lodi; File Number: 2024-07 Z; CEQA Status: Exempt per Section 15061(b)(3) - General Rule Exemption and Section 15378 as the Ordinance is not a project) (CD)

D. Comments by the Public on Non-Agenda Items

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

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

If you wish to address the Council, please refer to the 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 Receive Comments on and Consider Accepting City of Lodi's Report on Water Quality Relative to Public Health Goals (PW)

Attachments: [Attachment 1 - Water Quality Report](#)

G. Regular Calendar

- G.1** Temporary Access Center and Emergency Shelter Quarterly Update (CD)

Attachments: [Attachment 1 - Lodi Access Center Client Services Report May 1, 2025 – July 31, 2025](#)
[Attachment 2 - Lodi Access Center Client Services Report November 1, 2024 – July 31, 2025](#)

- Res. **G.2** Adopt a Resolution to Approve Service Level Specifications and Authorize the Community Development Director to Release a Request for Proposal for Operating the Lodi Access Center and Emergency Shelter (CD)

Attachments: [Attachment 1 - Access Center Operator RFP](#)
[Attachment 2 - Resolution](#)

H. Ordinances**I. Adjournment**

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Olivia Nashed
City Clerk

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

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



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of Proclamation Proclaiming October 3, 2025 as National Manufacturing Day and October as Manufacturing Awareness and Appreciation Month in Lodi (ED)

MEETING DATE:

October 1, 2025

PREPARED BY:

Luis Aguilar, Economic Development Director

RECOMMENDED ACTION:

Presentation of Proclamation Proclaiming October 3, 2025 as National Manufacturing Day and October as Manufacturing Awareness and Appreciation Month in Lodi.

BACKGROUND INFORMATION:

Every year, the entire month of October is dedicated as Manufacturing Awareness and Appreciation month, to celebrate the importance of U.S. manufacturing, and recognize it as an enduring and ever-evolving sector that contributes \$2.9 trillion to the U.S. economy, employs 12.9 million American workers, and accounts for 11 percent of the nation's GDP.

National Manufacturing Day, held on the first Friday in October, invites thousands of companies to open their doors to students, parents, educators and community leaders to inspire a future generation of manufacturers.

California has the largest number of manufacturers in the nation, with more than 24,000 companies, 1.2 million employees, and \$405 billion contributed to the state's GDP. Despite those impressive numbers, nationwide, manufacturers still seek to fill 4.6 million high-skill, high-tech and high-paying jobs over the next decade. National Manufacturing Day helps show the reality of modern manufacturing career opportunities. From technicians to bioengineers, to data analysts, robotics specialists, and all of the operations in between, National Manufacturing Day empowers manufacturers to come together to address their collective challenges so they can help their communities and future generations thrive.

During Manufacturing Month and on Manufacturing Day, we honor the success of manufacturers in Lodi who make the products that keep us safe, enrich our lives, strengthen our economic and national security, and provide countless opportunities for our communities and workforce.

The proclamation will be accepted by Gwen Krenecki, President, Lodi Iron Works and Stacey Kollmeyer Johnson, Executive Director of Manufacturers Council of the Central Valley.

STRATEGIC VISION:

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

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

COUNCIL COMMUNICATION

Not applicable.

PROCLAMATION

National Manufacturing Awareness and Appreciation Month And National Manufacturing Day October 2025

WHEREAS, Manufacturing Month is dedicated to celebrating the importance of U.S. manufacturing, recognizing it as an enduring and ever-evolving sector that contributes \$2.9 trillion to the U.S. economy, employs 12.9 million American workers, and accounts for 11 percent of the nation's GDP; and

WHEREAS, Manufacturing Day is celebrated nationally on the first Friday of October to encourage thousands of companies to open their doors to students, parents, educators and community leaders to inspire a future generation of manufacturers; and

WHEREAS, California has the largest number of manufacturers in the nation, with more than 24,000 companies, 1.2 million employees, and \$405 billion contributed to the state's GDP, while also representing virtually every manufacturing sector; and

WHEREAS, nearly 24,000 of those jobs are located in the San Joaquin/Lodi region; and

WHEREAS, by 2030, manufacturers in the United States will need to fill 4.6 million jobs; therefore, increasing the promotion of manufacturing careers within our City to students, educators, businesses and community members is critical to bridging the skilled labor shortage and creating viable career pathways for residents; and

WHEREAS, the City of Lodi values and appreciates its local manufacturers and supports all efforts to bring manufacturers and educational systems together to advance manufacturing careers.

NOW, THEREFORE, BE IT RESOLVED that I, Cameron Bregman, Mayor of the City of Lodi, on behalf of the City Council of the City of Lodi do hereby proclaim October as National Manufacturing Awareness and Appreciation Month and October 3, 2025 as National Manufacturing Day, and express our gratitude to all manufacturers and while commending them for their commitment to the betterment of the Lodi community.

SIGNED this 1st day of October 2025.

Cameron Bregman
Mayor, City of Lodi



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of Proclamation Proclaiming the Week of October 5-11, 2025 as “Fire Prevention Week” in Lodi (FD)

MEETING DATE:

October 1, 2025

PREPARED BY:

Michelle Munoz, Management Analyst

RECOMMENDED ACTION:

Mayor Bregman will present a proclamation proclaiming the week of October 5-11, 2025 as “Fire Prevention Week” in the City of Lodi.

BACKGROUND INFORMATION:

Fire Prevention Week is observed each year during the first week of October in commemoration of the Great Chicago Fire that took place on October 8, 1871, and caused devastating damage. This horrific conflagration killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land.

Since 1922, the National Fire Protection Association (NFPA) has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country.

The official theme for this year’s Fire Prevention Week campaign is “Charge into Fire Safety: Lithium-Ion Batteries in Your Home”. This theme gives the Lodi Fire Department an opportunity to educate residents about using lithium-ion batteries safely and the importance of charging and recycling them properly. During Fire Prevention Week, children, adults, and teachers learn how to stay safe in case of a fire. Firefighters provide lifesaving public education in an effort to drastically decrease casualties caused by preventable fires.

STRATEGIC VISION:

Not applicable.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

PROCLAMATION

FIRE PREVENTION WEEK

WHEREAS, Fire Prevention Week is observed each year in commemoration of the Great Chicago Fire, which took place on October 8, 1871, and caused devastating damage to life, property and the surrounding environment; and

WHEREAS, the 2025 Fire Prevention Week™ theme, “Charge into Fire Safety: Lithium-Ion Batteries in Your Home™,” serves to remind us of the importance of properly caring for and handling lithium-ion batteries; and

WHEREAS, this theme gives the Lodi Fire Department an opportunity to educate residents about the safe use of lithium-ion batteries and the importance of charging and recycling them correctly; and

WHEREAS, lithium-ion batteries supply power to many devices including smart phones, laptops, e-scooters, e-bikes, e-cigarettes, smoke alarms, toys, and cars; therefore, practicing safe and proper handling of these batteries reduces the risk of overheating, fire or explosion; and

WHEREAS, during Fire Prevention Week, firefighters provide lifesaving public education to children, adults, and teachers in an effort to drastically reduce casualties caused by preventable fires; and

WHEREAS, Fire Prevention Week activities reflect the City of Lodi’s and the Lodi Fire Department’s commitment to ensuring the safety and security of all those living in and visiting Lodi.

NOW, THEREFORE, BE IT RESOLVED I, Cameron Bregman, Mayor of the City of Lodi do hereby proclaim October 5-11, 2025 as Fire Prevention Week throughout the community. I urge all citizens of Lodi to make sure they handle and store lithium-ion batteries with care in their homes.

SIGNED this 1st day of October, 2025.



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of Proclamation Proclaiming the Week of October 13-17, 2025 as “Public Power Week” in Lodi (EU)

MEETING DATE:

October 1, 2025

PREPARED BY:

Michelle Niemantsverdriet, Administrative Assistant

RECOMMENDED ACTION:

Presentation of proclamation proclaiming the week of October 13-17, 2025 as “Public Power Week” in Lodi.

BACKGROUND INFORMATION:

Public Power Week is an annual nationwide celebration led by the American Public Power Association (APPA), which represents the community-owned, non-profit utilities that keep the lights on in thousands of towns and cities across the country.

Each year during the first full week of October, public power utilities throughout the United States come together to celebrate Public Power Week - an opportunity to highlight the value of community-owned utilities and encourage customers and stakeholders to connect, participate, and take advantage of the benefits these local providers offer.

Lodi Electric Utility (LEU), like the other 2,000 municipally owned utilities across the nation, is working with one purpose: powering a strong community. Employees go to work each day with a sharp focus on customers. Since LEU operates right here in Lodi and serves friends and neighbors, the commitment is clear with respect to providing the highest level of customer service at affordable and competitive rates, offering programs to save both energy and money, and providing reliable electric service. Since 1910, LEU has been dedicated to being *“large enough to meet your needs and small enough to care.”*

This year marks LEU’s 30th annual open house - a milestone event dedicated to educating elementary-aged students. Since Lodi Unified School District takes fall break during the first week of October, LEU will celebrate Public Power Week later in the month when students are back in school. Through hands-on demonstrations and interactive lessons on electrical safety, LEU continues its tradition of inspiring young minds and promoting safe energy practices in our community. On Wednesday, October 15, 2025, LEU staff will be hosting its annual open house to nearly 500 elementary school students, and with the help of several Lodi businesses who have generously donated to the event, will provide a one-of-a-kind experience for Lodi’s youth

Electric Utility Business Analyst Michelle Cortez will be present to accept the proclamation on behalf of LEU.

STRATEGIC VISION:

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

COUNCIL COMMUNICATION

diverse cultures and communities.

FISCAL IMPACT:

Not Applicable

FUNDING AVAILABLE:

Not Applicable.

PROCLAMATION

Public Power Week

WHEREAS, we, the residents of Lodi, prioritize local choice regarding community services and therefore have chosen to operate a community-owned, not-for-profit electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies; and

WHEREAS, Lodi Electric Utility provides homes, businesses, schools, and social service and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, Lodi Electric Utility is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place in which to live and work, and contributes to protecting the environment; and

WHEREAS, Lodi Electric Utility, like the other 2,000 municipally owned utilities across the nation, is working with one purpose: powering a strong community. Employees go to work each day with a sharp focus on customers. Since LEU operates right here in Lodi and serves friends and neighbors, the commitment is clear with respect to providing the highest level of customer service at affordable and competitive rates, offering programs to save both energy and money, and providing reliable electric service. LEU remains dedicated to being “*large enough to meet your needs and small enough to care.*”

NOW, THEREFORE, BE IT RESOLVED that Lodi Electric Utility will continue to work to bring low-cost, safe, reliable electricity to community homes and businesses just as it has since 1910, the year when the utility was created to serve all the citizens of the City of Lodi; and

BE IT FURTHER RESOLVED that the week of October 13-17, 2025, be designated as Public Power Week to recognize the people behind public power at Lodi Electric Utility for their contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power; and

BE IT FURTHER RESOLVED that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power; and

BE IT FURTHER RESOLVED that I, Cameron Bregman, Mayor of the City of Lodi, do hereby designate the week of October 13-17, 2025, as “**Public Power Week**” honoring Lodi Electric Utility for its contributions to the community and its customer-owners, policy makers, and employees who work together to provide the best possible electric service to our community.

SIGNED this 1st day of October, 2025.

Cameron Bregman
Mayor, City of Lodi



COUNCIL COMMUNICATION

AGENDA TITLE:

Approve Minutes

a) May 21, 2025 (Regular Meeting)

MEETING DATE:

October 1, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Approve the following minutes as prepared:

a) May 21, 2025 (Regular Meeting)

BACKGROUND INFORMATION:

Attached is a copy of the subject minutes marked Attachment 1.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

**LODI CITY COUNCIL
REGULAR MEETING
CARNEGIE FORUM
305 WEST PINE STREET, LODI
WEDNESDAY, MAY 21, 2025 - 7:00 PM**

C-1 Call to Order / Roll Call

The City Council Closed Session Meeting of May 21, 2025, was called to order by Mayor Bregman at 6:35 p.m.

Present: Council Member Hothi, Council Member Nakanishi, and Mayor Bregman

Absent: Council Member Craig-Hensley and Mayor Pro Tempore Yepez

Also Present: Acting City Manager Lindsay, City Attorney Lucchesi, and City Clerk Nashed

C-2 Announcement of Closed Session

City Attorney Lucchesi announced the following Closed Session items:

- 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)

C-3 Adjourn to Closed Session

At 6:36 p.m., Mayor Bregman adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 7:06 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:06 p.m., Mayor Bregman reconvened the City Council meeting, and Mayor Bregman disclosed the following actions.

Item C-2 a) was no reportable action.

A. Call to Order / Roll Call

The open session of the Regular City Council Meeting of May 21, 2025, was called to order by Mayor Bregman at 7:06 p.m.

Present: Council Member Hothi, Council Member Nakanishi, and Mayor Bregman

Absent: Council Member Craig-Hensley and Mayor Pro Tempore Yepez

Also Present: Acting City Manager Lindsay, City Attorney Lucchesi, and City Clerk Nashed

B. Presentations

- B.1 Presentation of Proclamation Proclaiming the Month of May 2025 as ALS Awareness Month in Lodi (CLK)

Mayor Bregman presented Proclamation to Tere Wilson, proclaiming the month of May 2025 as ALS Awareness Month in Lodi

B.2 Presentation of Proclamation to California Department of Transportation District 10 (CLK)

Mayor Bregman presented a Proclamation to California Department of Transportation District 10 for their work cleaning up homeless encampments and conducting outreach in Lodi.

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

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hothi, Council Member Nakanishi, and Mayor Bregman

Noes: None

Absent: Council Member Craig-Hensley and Mayor Pro Tempore Yezpe

C.1 Adopt a Resolution Appropriating Funds in Fiscal Year 2024-25 for the Downtown Business Alliance Grant for Aesthetic Improvements (\$38,804) (IS - BUD)

Adopted **Resolution No. 2025-067** appropriating funds in Fiscal Year 2024-25 for the Downtown Business Alliance grant for aesthetic improvements (\$38,804).

C.2 Adopt a Resolution Repealing and Replacing Resolution No. 2022-219 and Amending the Lodi Senior Citizens Commission Bylaws (PRCS)

Adopted **Resolution No. 2025-068** repealing and replacing Resolution No. 2022-219 and amending the Lodi Senior Citizens Commission Bylaws.

C.3 Adopt a Resolution Authorizing City Manager to Execute Amendment #1 to Agreement with United Site Services, Inc. of California for Portable Restroom Services at Various City Parks By \$60,000 for a Total Not to Exceed Amount of \$126,826 (PRCS)

Adopted **Resolution No. 2025-069** authorizing City Manager to execute Amendment #1 to Agreement with United Site Services, Inc. of California for portable restroom services at various City parks by \$60,000 for a total not to exceed amount of \$126,826.

C.4 Adopt a Resolution Authorizing City Manager to Execute Amendment No. 9 to Professional Services Agreement with ABM Industry Groups LLC of San Francisco, for Janitorial Services (\$75,000) (PW)

Adopted **Resolution No. 2025-070** authorizing City Manager to execute Amendment No. 9 to Professional Services Agreement with ABM Industry Groups LLC of San Francisco, for janitorial services (\$75,000).

- C.5 Adopt a Resolution Authorizing City Manager to Execute Amendment No. 3 with Clean Energy, of Newport Beach, for Monthly and Preventative Maintenance and Repairs of Compressed Natural Gas Fueling Station (\$175,000) (PW)

Adopted **Resolution No. 2025-071** authorizing City Manager to execute Amendment No. 3 with Clean Energy, of Newport Beach, for monthly and preventative maintenance and repairs of Compressed Natural Gas Fueling Station (\$175,000).

- C.6 Adopt a Resolution Authorizing an Increase of City Manager's Change Order Authority by \$400,000 and Execute Contract Amendment No. 3 for 2021-2023 Tree Maintenance Contract with West Coast Arborists, Inc., of Anaheim (PW)

Adopted **Resolution No. 2025-072** authorizing an increase of City Manager's Change Order authority by \$400,000 and execute Contract Amendment No. 3 for 2021-2023 tree maintenance contract with West Coast Arborists, Inc., of Anaheim (PW)

- C.7 Set a Public Hearing for June 4, 2025, on Workforce Vacancies, and Recruitment and Retention Efforts in Compliance with Assembly Bill 2561 (Government Code 3205.3) (ISD - HR)

Set a Public Hearing for June 4, 2025, on workforce vacancies, and recruitment and retention efforts in compliance with Assembly Bill 2561 (Government Code 3205.3).

- C.8 Set a Public Hearing for June 18, 2025, to Consider Adopting a Resolution Approving the Draft 2025-2026 Annual Action Plan for the Community Development Block Grant Program (CD)

Set a Public Hearing for June 18, 2025, to consider adopting a resolution approving the draft 2025-2026 Annual Action Plan for the Community Development Block Grant Program (CD)

- C.9 Set a Public Hearing for June 18, 2025, to Conduct the Annual Review of Ordinance No. 2001, Lodi Municipal Code Chapter 2.26, and to Consider Adopting a Resolution Approving the Annual Review and Report of the Military Equipment Use Policy (PD)

Set a Public Hearing for June 18, 2025, to conduct the annual review of Ordinance No. 2001, Lodi Municipal Code Chapter 2.26, and to consider adopting a resolution approving the annual review and report of the Military Equipment Use Policy (PD)

D. Comments by the Public on Non-Agenda Items

John Slaughterback provided public comment regarding concerns on Waste Management bins and potholes in the streets in Lodi.

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

Council Member Nakanishi and Acting City Manager provided information regarding process for submitting concerns or complaints to the City Council and City staff.

Mayor Bregman encouraged residents to contact him via email with concerns.

F. Public Hearings

None.

G. Regular Calendar

G.1 Adopt a Resolution Approving Fee Increases at Lodi Lake and Acknowledging Staff Presentation on Proposed Adjustments (PRCS)

Christina Jaromay, Director of Parks, Recreation, and Cultural Services provided PowerPoint presentation on the item.

Council Member Nakanishi made a motion, seconded by Council Member Hothi, to adopt **Resolution No. 2025-073** approving fee increases at Lodi Lake and acknowledging staff presentation on proposed adjustments.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hothi, Council Member Nakanishi, and Mayor Bregman

Noes: None

Absent: Council Member Craig-Hensley and Mayor Pro Tempore Yopez

H. Ordinances

None.

I. Adjournment: Mayor Bregman adjourned the meeting at 8:01 p.m.



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Directing the Acting City Manager to Temporarily Increase the Time Limit from 90-Minute to 4-Hour Parking Without Penalty for the 2025 Winter Holiday at Parking Spaces in Downtown Lodi to Encourage Residents and Visitors to Visit and Buy from Local Retailers and Downtown Businesses (ED)

MEETING DATE:

October 1, 2025

PREPARED BY:

Luis Aguilar, Economic Development Director

RECOMMENDED ACTION:

Adopt a resolution directing the Acting City Manager to temporarily increase the time limit from 90-Minute to 4-Hour parking without penalty for the 2025 Winter Holiday at parking spaces in Downtown Lodi to encourage residents and visitors to visit and buy from local retailers and Downtown businesses.

BACKGROUND INFORMATION:

The City of Lodi has responded to Downtown business concerns about parking limits during the holiday season by temporarily easing restrictions in 2023 and 2024. At the September 3, 2025 Council meeting, the Downtown Lodi Business Alliance requested that the City increase parking time limits within the Downtown area during the upcoming holiday season again this year.

Research shows that a significant portion of spending at local small businesses - about 68% of every \$100 - remains with the community. Since Downtown retailers and restaurants are mostly small, local businesses, longer parking durations can boost customer visits and increase sales tax revenue for the City.

Currently, the City enforces a 90-minute time limit on street parking in the Downtown district. In contrast, nearby cities like Sacramento offer free, unlimited holiday parking zones to encourage residents and holiday visitors to shop, dine, and enjoy festivities.

To further promote shopping locally and increase foot traffic for Downtown businesses during the peak holiday shopping season (defined as the day after Thanksgiving through December 25, 2025) staff requests that the City Council adopt a resolution reducing parking restrictions in the Downtown district. This approach supports Lodi's City Council Strategic Vision to create a vibrant, walkable, mixed-use Downtown that promotes community revitalization and economic growth.

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 processing such tickets and enforcing parking time limits.

COUNCIL COMMUNICATION

FUNDING AVAILABLE:

Not applicable.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL DIRECTING THE ACTING CITY
MANAGER TO TEMPORARILY INCREASE THE TIME LIMIT FROM 90-MINUTE
TO 4-HOUR PARKING WITHOUT PENALTY FOR THE 2024 WINTER HOLIDAY
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

WHEREAS, other nearby cities with active downtown retailers, including Sacramento,
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, the peak holiday shopping season falls between the day after Thanksgiving
(Black Friday) through December 25th of each year; and

WHEREAS, Downtown merchants voiced their support for increasing the allotted time
posted for parking in the Downtown district during the winter holiday season; 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.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby direct the
Acting City Manager to temporarily modify parking enforcement to increase the time limit from 90-
minute to 4-hour parking without penalty for the 2025 winter holiday season in the Lodi Downtown
district. This Resolution shall take effective the day after Thanksgiving (November 27, 2025), and
it will remain in effect through December 25, 2025.

Dated: October 1, 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 October 1, 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 Waiving Bid Process, Authorizing Purchase of Power Monitoring Equipment from Power Monitors, Inc. of Mount Crawford, VA and Appropriating Funds (\$12,061) (EU)

MEETING DATE:

October 1, 2025

PREPARED BY:

Hasan Shahriar, Engineering and Operations Manager

RECOMMENDED ACTION:

Adopt a resolution waiving the bid process, authorizing the purchase of power monitoring equipment from Power Monitors, Inc. of Mount Crawford, VA and appropriating funds in the amount of \$12,061.

BACKGROUND INFORMATION:

Lodi Electric Utility (LEU) utilizes power monitoring instruments (PMIs) to investigate and respond to customer complaints regarding power quality, including voltage flicker, momentary interruptions, and other service irregularities. These devices provide precise, real-time diagnostic data that enable staff to identify root causes of customer issues and implement corrective measures.

Historically, LEU has maintained two PMI units to ensure adequate coverage and operational redundancy. Recently, one of the PMI machines suffered a failure and is beyond economical repair. This has left LEU with only one functioning unit. While the remaining PMI continues to operate, relying solely on a single device introduces significant risk to LEU's ability to promptly respond to customer complaints and ensure compliance with established service standards. A replacement unit will restore the ability to investigate multiple cases concurrently, provide backup in the event of equipment failure, and ensure continuity of operations.

The PMI that failed was manufactured by Power Monitors, Inc., a widely recognized industry leader in the design and production of power quality monitoring equipment. To ensure consistency, compatibility, and efficiency in both operation and training, staff recommends replacement with an identical unit from the same manufacturer. This approach maintains brand standardization, allowing staff to leverage existing knowledge, software, accessories, and maintenance practices without introducing unnecessary complexity or additional costs. Furthermore, due to the specialized technical requirements of power quality monitoring, equivalent products are not reasonably available from alternative sources.

Staff therefore recommends that City Council waive the bid process and in accordance with Lodi Municipal Code, Section 3.20.070, authorize LEU to purchase one replacement PMI to restore LEU's diagnostic capacity and maintain service reliability for customers. A quotation for the PMI purchase is included as Attachment 1. The cost to purchase a new PMI unit is \$12,061, for which LEU is requesting an appropriation of funds in lieu of a delay that would be associated with waiting for midyear budget review and approval.

STRATEGIC VISION:

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

COUNCIL COMMUNICATION

FISCAL IMPACT:

Total cost of the proposed purchase is \$12,061.

FUNDING AVAILABLE:

Staff are requesting an appropriation of funds in the amount of \$12,061 from Fund 500 to Account No. 50199000.77030 for the PMI purchase.



Quote
#36540
8/22/2025

Bill To

Accounts Payable
City of Lodi
PO Box 3006
Lodi CA 95241-1910
United States

Ship To

Tim Conn
City of Lodi
1331 South Ham Lane
Lodi CA 95242
United States

Expires	Sales Rep	Shipping Method	FOB
10/31/2025	Jason C Bishop	UPS Ground	Destination

Quantity	Description	Unit Price	Amount
1	Revolution PQ Recorder - 1024MB, Transient, Bluetooth	\$10,787.00	\$10,787.00
1	Clip, Revolution Mounting Clip	\$65.00	\$65.00
1	Blue Tooth Adapter - Parani-UD100	\$92.00	\$92.00
1	Packaging & Handling Charges	\$54.72	\$54.72

Subtotal \$10,998.72

Transaction Discount

Shipping Cost \$154.39

Tax (%) \$907.40

Total \$12,060.51

Payment Options: 2% 15, 1% 30, Net 45. Discounts are to be taken on the product subtotal, not to include sales tax or shipping. Discounts are to be calculated based on invoice date only, and payment is expected within the term in order to qualify for a discount. Payment via credit card disqualifies the order for an early payment discount.

***If you are interested in obtaining information to pay via ACH, please email ar@powermonitors.com. Paying via ACH will speed up your payment to ensure that it arrives in time to qualify for the discount.

Interest/Finance Charges: Finance charges will be assessed at 1.5% per month, 18% per annum on all amounts over 31 days.

Returns: If the product you purchased is returned beyond 30 days, a 15% restocking fee will be charged. All returns require a Return Authorization number. Please contact your Account Executive at 1-800-296-4120 before shipping.

PLEASE NOTE:

Power Monitors, Inc is the sole source provider for all PMI brand equipment. All of the equipment in the quote you were issued is proprietary property of PMI only available through direct factory sales, and not available through other outlets such as distribution. All



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sales or quotes can be issued by contacting PMI directly at (800)296-4120. PMI equipment and software are only compatible with PMI products and will not be compatible with other brands or devices.

Total customer satisfaction is the primary goal of Power Monitors, Inc.! Our tech support group is available 24/7 to assist our customers with questions they may have regarding our products or software, and it comes at no extra cost!

Shipments are shipped one-two weeks ARO. Partial shipments will be made if items are on backorder, unless otherwise specified by customer.

Freight is prepaid and billed to the customer. All shipments are sent via UPS Ground unless otherwise specified by customer.

PMI's Terms are FOB Mt. Crawford, VA. If FOB terms are changed, additional costs may be incurred and billed to customer. If shipping on your account, FOB terms must be FOB Mt. Crawford, VA. Packaging and Handling is calculated at 0.5% of product total. Please indicate if you prefer Packaging and Handling be included in the price of the unit.

Based on the requirements in your state, we may be required to charge your organization sales tax on your purchase. Please provide us with a sales tax exemption certificate or a written statement that you are exempt from sales tax, if sales tax does not apply to your organization. All tax exemption certificates and statements should be emailed to: salestax@powermonitors.com.

Prices and terms quoted are in effect for 30 days. All products have a one year warranty, during which software upgrades are free. PMI provides a 24 hour, 7 days a week toll-free number for product support. In the unlikely event that you should encounter problems with your product during the warranty period, please have the recorder shipped back to us where it will be repaired within 3 business days. It will then be shipped back to you, all at our expense. We believe you deserve only the best service possible.

Power Monitors, Inc. Terms and Conditions

IMPORTANT: Please read these Terms and Conditions (these “Terms”) carefully.

The terms and conditions of sale of any equipment or software (“Products”) by Power Monitors, Inc. (“PMI”) are limited to those contained herein. Any additional or different terms or conditions in any form delivered by the customer (the “Customer”) are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By accepting delivery of the Products described in the applicable PMI invoice, the Customer agrees to be bound by and accepts these Terms unless the Customer and PMI have signed a separate agreement, in which case the separate agreement will govern.

These Terms constitute a binding contract between the Customer and PMI. The Customer acknowledges agreement and acceptance of these Terms by making a purchase of Products. These Terms are subject to change without prior notice, except that the Terms posted on PMI’s website or provided to the Customer at the time the Customer initially places or modifies an order will govern the order in question.

Shipment, Delivery, Inspection and Acceptance:

Prices

The prices for the Products are listed in PMI’s catalogs and website and are subject to change at any time without notice. Prices for certain government, corporate and institutional customers may be set forth in a bid or other written agreement between the parties.

Equipment Limited Warranty

PMI warrants that, for a period of one (1) year after shipment (the “Equipment Warranty Period”), each new piece of equipment manufactured and sold is free of defects in material, workmanship, and construction and, when used in accordance with the operation manual, will perform to applicable specifications.

Equipment Extended Limited Warranty

PMI warrants that, for an additional 36 months beyond the original one (1) year limited warranty (listed above), each new piece of equipment manufactured and sold is free of defects in material, workmanship, and construction and, when used in accordance with the operation manual, will perform to applicable specifications.

Software Limited Warranty

PMI warrants that, for a period of one (1) year after shipment or download (the “Software Warranty Period”), the software will perform substantially in accordance with the accompanying written material. Some states do not allow limitations on duration of an implied warranty, so the above indication may not apply to each state.

Exclusions from Warranty

PMI is not responsible for and PMI’s warranty obligations shall not apply to any Products that (a) have been subjected by person or entity other than PMI or its authorized representatives to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by PMI; (b) has been reconstructed, repaired or altered by persons or entities other than PMI or its authorized representatives; or (c) has been used with any products manufactured by a third party, or hardware, software or other products that have not been previously approved in writing by PMI.

Disclaimer of Other Warranties: Except as expressly otherwise provided herein, PMI makes no warranties concerning the Products and/or the Intellectual Property Rights (as defined below) in and to the Products and PMI hereby disclaims all other warranties of any kind, whether express, implied, statutory or arising by custom or trade usage, including without limitation, the implied warranties of



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merchantability and fitness for a particular purpose relating to the Products. The parties acknowledge that the preceding disclaimer represents bargained-for allocation of risk, and that the consideration received by PMI from the Customer represents such allocation of risk.

Customer's Exclusive Remedy for Defective Products

This Section contains the Customer's sole and exclusive remedy for defective Products. The Customer's remedy under this Section is conditioned upon compliance with its obligations set forth in Subsections (a) and (b) of this Section. During the applicable Warranty Period, with respect to any allegedly defective Products: (a) the Customer shall notify PMI in writing of any alleged claim or defect within ten (10) business days after the date the Customer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period); (b) the Customer shall ship such allegedly defective Products to PMI for inspection and testing by PMI in accordance with the section below entitled "Return Procedure;" (c) if PMI's inspection and testing reveals, to PMI's reasonable satisfaction, that such Products are defective and any such defect has not been caused or contributed to by any of the factors described in the section above entitled "Exclusions from Warranty," then PMI shall, in its sole discretion and at its expense, repairs or replace such defective Products; and (d) PMI shall ship to the Customer, at PMI's expense and risk of loss, the repaired or replaced Products. PMI will warrant replacement Products for the remainder of the original, applicable Warranty Period or for thirty (30) days after shipment of such replacement Products, whichever is longer.

Return Procedure

If any Product is allegedly defective, and as a condition to PMI's repair or replacement obligations above, the Customer must call PMI at 1-800-296-4120 before shipping the allegedly defective Products to PMI. If the alleged defect cannot be resolved over the phone through PMI Customer Support, PMI will issue a Return Authorization ("RA") number. For prompt service, all shipments of allegedly defective products to PMI must include:

- The billing and shipping address for return of equipment
- The name and telephone number of contact for further information regarding the unit
- The description of the problem or work required
- The list of the enclosed items and their respective serial numbers
- The RA number given to the Customer by the responsible PMI Account Executive

Products returned to PMI must be shipped with freight charges prepaid. After repair or replacement, if necessary, PMI will return the Products FOB (freight on board) from Mt. Crawford, VA. If the Products are repaired under warranty obligation, freight charges (excluding air freight or premium services) will be refunded or credited to the Customer's account. Return equipment to: Power Monitors, Inc., 800 North Main Street, Mt. Crawford, VA 22841, Attention: Repair Department.

Payment

Payment will be made for Products purchased in the amount and pursuant to the terms set forth in the applicable invoice. If the Customer defaults in paying in full when due, then the total outstanding balance of all invoices on the Customer's account, together with the interest and collection costs, will be due immediately.

Current Terms Offered: Payment Options: 2% 15, 1% 30, Net 45. Discounts are to be taken on the Product subtotal, not to include sales tax or shipping. Discounts are to be calculated based on invoice date only, and payment is expected within the term in order to qualify for a discount. Payment via credit card disqualifies the order for an early payment discount. PMI retains a security interest in the Products until payment in full is received.

Late Payments

The Customer shall pay interest in the lesser amount of 1.5% per month or the highest rate permitted by law on any past due amount. The Customer shall pay PMI all costs and expenses incurred in exercising its rights to collect amounts due, including but not limited to reasonable attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law or in equity, if the

Customer fails to pay any amounts when due under these Terms, PMI may suspend the delivery of any Products, reject the Customer's purchase orders or cancel accepted purchase orders. PMI's rights hereunder, at law and in equity shall be cumulative.

Invoice Disputes

The Customer shall notify PMI in writing of any dispute with any invoice (along with substantiating documentation) within three (3) business days from the Customer's receipt of such invoice. The Customer will be deemed to have accepted all invoices for which PMI does not receive timely notification of dispute, and the Customer shall timely pay all undisputed amounts due under such invoices.

Freight: All shipments are sent FOB, Mt. Crawford, VA, via UPS ground. If the Customer prefers other shipping arrangements, the Customer must notify PMI at time the order is placed. If FOB Destination is preferred, additional fees will apply.

Handling

All orders are charged a handling fee of .5% of the Product total as shown on the applicable PMI invoice(s).

Shipping Discrepancies

Please verify receipt of all Products listed on the "Packing List" upon receipt of order. Please notify Power Monitors, Inc. within three (3) business days of any shipping discrepancies.

Freight Damage: If you receive a package that is damaged in transit please advise the carrier and refuse/return the shipment to Power Monitors, Inc. Freight damage that remains unreported beyond three (3) business days after receipt is the responsibility of the recipient.

Demo Units

If PMI supplies a demo unit to the Customer, then the Customer is responsible for returning the unit within three (3) weeks of receipt of the unit. If the unit has not been returned to PMI within three (3) weeks after receipt, and no request has been made by the Customer for an extension, then the Customer will be billed for the unit.

Return Privileges

All non-defective returns authorized by PMI, whether opened or unopened, will be assessed a 25% restocking fee and must be authorized for return within thirty (30) days after receipt. No refunds will be issued after such 30-day period. All returns require an RA number before shipping. The Customer may obtain an RA by contacting its Account Executive at 1-800-296-4120. RA numbers will be valid for ten (10) days. Failure to return Products within such 10-day authorization period will be deemed to be an acceptance of the Products.

Repair Service

In the event that a Product requires repairs that are not covered by PMI's warranties above, the Customer shall contact an Account Executive at 1-800-296-4120 to request a RA number and return the Product pursuant to the Account Executive's directions. PMI will test the returned Products and will provide an estimate for the cost of repairs. The Customer's approval will be obtained before proceeding with repairs.

Services Offered: PMI may offer services under a separate PMI Master Service Agreement that renew, and as part of acceptance of the Products that such services are attached to, it is implied that such services will automatically renew for the same term originally purchased, unless the Customer notifies PMI at least 60 days in advance of the renewal that the Customer intends to cancel such services. (Services include: Canvass, DNP3, and Cellular Data Plans)

Ownership and Proprietary Rights

As between PMI and the customer, PMI does and shall exclusively own all right, title, and interest in and to all Intellectual Property (as defined below) that is disclosed to the Customer or incorporated in the Products, including without limitation, all versions and



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derivative works of the Products, and all modifications, enhancements, versions, corrections or improvements to the Products that are created or developed by, or on behalf of, PMI or as a result of the use of the Products by the Customer. In the event that the Customer acquires any Intellectual Property in or to any Products, the Customer agrees to, and does hereby, irrevocably assign all such right, title, and interest to PMI. The Customer hereby assigns and agrees to assign to PMI all ideas, information, data, concepts, know-how and methods relating to the operation, improvement and/or enhancement of the Products, and the Customer acknowledges and agrees that PMI shall be free to use all of the foregoing in connection with its development and use of the Products without any obligation to the Customer. As used in this Agreement, "Intellectual Property" means all worldwide patent, copyright, trademark, and trade secret rights, including (i) all applications and registrations relating thereto; (ii) all statutory protection obtained or obtainable thereon; and (iii) all claims or causes of action relating to, or arising out of, any of the foregoing, including without limitation, the right to sue for past, present and future infringements of any such rights. The breach of the Customer of its obligations under this Section would give rise to irreparable harm to PMI for which monetary damages would not be an adequate remedy. In the event of such breach, PMI shall, in addition to any and all other rights and remedies that may be available to PMI, be entitled to seek equitable relief, including but not limited a restraining order, injunction, specific performance and any other relief available at law or in equity, without the requirement to prove actual damages or post bond or other security.

Limitation of Liability

IN NO EVENT WILL (A) PMI'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE TOTAL AMOUNT PAID OR TO BE PAID UNDER THE INVOICE FROM WHICH SUCH LIABILITY AROSE, OR (B) PMI BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PRODUCTS, WHETHER OR NOT PMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Force Majeure

PMI will not be responsible for any delays in delivery which result from any circumstances beyond PMI's reasonable control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure or power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

Miscellaneous

All notices provided in connection with these Terms will be in writing and delivered to the parties at the addresses set forth on the applicable PMI invoice. These Terms will be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia, without regard to the conflict of law and choice of law rules of any jurisdiction. Any and all claims and disputes arising out of, or relating to, these Terms, or the performance or non-performance by either party of any of its obligations hereunder will be commenced and maintained only in a state or federal court of competent subject matter jurisdiction situated or located in Harrisonburg, Virginia. Each party consents to the exclusive personal jurisdiction of and venue in any such court. If any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumptions or burden of proof will arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. No waiver or failure by either party to exercise any option, right or privilege under these Terms on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right, or privilege. These Terms will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in these Terms is intended, nor will be deemed, to confer any rights or remedies upon any entity or person not a party to this Agreement. These Terms and the applicable PMI invoice contain the entire agreement and understanding of the parties to this Agreement with respect to the transactions contemplated hereby; and these Terms and the applicable PMI invoice supersede all prior understandings and agreements of the parties with respect to the subject matter hereof. These Terms shall prevail over any of Customer's general terms and conditions, regardless of whether or when Customer has submitted such terms. In the event of a conflict between these Terms and any provisions contained in any Customer purchase order, confirmation, or other document issued by Customer, these Terms shall prevail. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. These Terms can be amended or modified only by a written instrument signed by the parties or their successors in interest. Any



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termination, cancellation, or expiration these Terms notwithstanding, provisions which are by their terms intended to survive and continue will so survive and continue, including without limitation the Sections entitled "Ownership and Proprietary Rights," "Disclaimer of Warranties," "Limitation of Liability" and "Governing Law."

Revised July 29, 2016

Power Monitors, Inc. 800 North Main St., Mt. Crawford, VA 22841 (800) 296-4120 Fax (540) 432-9430

RESOLUTION NO. 2025-__

A RESOLUTION OF THE LODI CITY COUNCIL WAIVING BID PROCESS,
AUTHORIZING PURCHASE OF POWER MONITORING EQUIPMENT FROM
POWER MONITORS, INC. OF MOUNT CRAWFORD, VA AND APPROPRIATING
FUNDS IN THE AMOUNT OF \$12,061

=====

WHEREAS, Lodi Electric Utility (LEU) utilizes power monitoring instruments (PMIs) to investigate and respond to customer complaints regarding power quality, including voltage flicker, momentary interruptions, and other service irregularities; and

WHEREAS, these devices provide precise, real-time diagnostic data that enable staff to identify root causes of customer issues and implement corrective measures; and

WHEREAS, historically, LEU has maintained two PMI units to ensure adequate coverage and operational redundancy; and

WHEREAS, recently, one of the PMI machines suffered a failure and is beyond economical repair which has left LEU with only one functioning unit; and

WHEREAS, while the remaining PMI continues to operate, relying solely on a single device introduces significant risk to LEU's ability to promptly respond to customer complaints and ensure compliance with established service standards; and

WHEREAS, a replacement unit will restore the ability to investigate multiple cases concurrently, provide backup in the event of equipment failure, and ensure continuity of operations; and

WHEREAS, the PMI that failed was manufactured by Power Monitors, Inc., a widely recognized industry leader in the design and production of power quality monitoring equipment; and

WHEREAS, to ensure consistency, compatibility, and efficiency in both operation and training, staff recommends replacement with an identical unit from the same manufacturer; and

WHEREAS, this approach maintains brand standardization, allowing staff to leverage existing knowledge, software, accessories, and maintenance practices without introducing unnecessary complexity or additional costs; and

WHEREAS, due to the specialized technical requirements of power quality monitoring, equivalent products are not reasonably available from alternative sources; and

WHEREAS, staff recommends that City Council waive the bid process and in accordance with Lodi Municipal Code (LMC), Section 3.20.070, authorize LEU to purchase one replacement PMI to restore LEU's diagnostic capacity and maintain service reliability for customers; and

WHEREAS, staff recommends an appropriation of funds in the amount of \$12,061 from Fund 500 to Account No. 50199000.77030 for the PMI purchase.

NOW, THEREFORE, BE IT RESOLVED, the Lodi City Council does hereby waive the bid process in accordance with LMC Section 3.20.070, authorize the purchase of power monitoring equipment from Power Monitors, Inc. of Mount Crawford, VA as further described in Attachment 1 and authorize the appropriation of funds as recommended above in the amount of \$12,061.

Dated: October 1, 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 October 1, 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 Accepting and Attesting to Veracity of 2024 Lodi Electric Utility Power Source Disclosure (EU)

MEETING DATE:

October 1, 2025

PREPARED BY:

Jiayo Chiang, Senior Electric Utility Resources Analyst

RECOMMENDED ACTION:

Adopt a resolution accepting and attesting to the veracity of the 2024 Lodi Electric Utility Power Source Disclosure.

BACKGROUND INFORMATION:

Lodi Electric Utility (LEU) is required to annually disclose the sources of electricity it sells to consumers using reporting formats provided by the California Energy Commission (CEC).

As part of this requirement, LEU first submits a Power Source Disclosure (PSD) to the CEC detailing its resource mix for the reporting year as illustrated in Exhibit A. The CEC then compiles power resource information from all load serving entities to issue a resource mix for all of California. LEU is then required to provide a Power Content Label (PCL), generated by the CEC, to its customers showing the percentage breakdown by resource type.

Generation data for the PSD is compiled by the Northern California Power Agency (NCPA) and reviewed for accuracy by LEU staff. All reporting activities must be completed and posted by October 1, 2025 and notification to LEU's customers must be completed by December 31, 2025. Customer notification will be done via utility bills, LEU's website, social media, and postings at various City site locations including LEU, City Hall, Carnegie Forum, and the Library.

LEU continues to remain compliant with Renewables Portfolio Standard requirements with more than 56 percent of its power resource portfolio comprised of carbon free resources. Diversification of power resources and investment in renewables to fix costs and mitigate future energy market price risk helps maintain a cost-effective power portfolio.

On June 18, 2025, the Risk Oversight Committee received information on LEU's power resource mix as part of the PSD. Once the CEC generates LEU's PCL, the information will be posted and distributed in accordance with statutory deadlines.

STRATEGIC VISION:

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

COUNCIL COMMUNICATION

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

Exhibit A

2024 Lodi Electric Utility Power Source Disclosure

Lodi Standard Energy	Portfolio Totals	PCL Data
Retail Sales	436,237	
Total Specified	324,036	
Biomass & Biogas	0	0%
Geothermal	66,848	15%
Eligible Hydroelectric	26,238	6%
Solar	47,629	11%
Wind	0	0%
Large Hydroelectric	105,502	24%
Nuclear	0	0%
Emerging Technologies	0	0%
Other	0	0%
Natural Gas	77,819	18%
Coal & Petroleum	0	0%
Unspecified Power - ACS	0	
Unspecified Power - Spot Market	112,201	
Unspecified Power - Total	112,201	26%
Total PCL GHGs (MT CO ₂ e)	78,459.7	
Emissions intensity (MT CO ₂ e/MWh)	0.180	
PCL GHG Intensity (lbs CO ₂ e/MWh)		397
Unbundled REC %		2%

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING AND ATTESTING
TO VERACITY OF 2024 LODI ELECTRIC UTILITY POWER SOURCE
DISCLOSURE REPORT

=====

WHEREAS, Lodi Electric Utility (LEU) is required to annually disclose the sources of electricity it sells to consumers using reporting formats provided by the California Energy Commission (CEC); and

WHEREAS, State regulations allow a retail supplier that is a public agency providing electric service to attest to the veracity of the annual disclosure; and

WHEREAS, as part of that disclosure, LEU is required to submit a Power Source Disclosure (PSD) to the CEC detailing its actual resource mix for the reporting year; and

WHEREAS, the CEC then compiles power resource information from all load serving entities to issue a resource mix for all of California; and

WHEREAS, LEU is then required to provide a Power Content Label (PCL), generated by the CEC, to its customers showing the percentage breakdown by resource type; and

WHEREAS, generation data for PSD report is compiled by Northern California Power Agency staff and reviewed for accuracy by LEU staff; and

WHEREAS, all reporting activities for 2024 must be completed and posted by October 1, 2025 and notification to LEU customers must be completed by December 31, 2025; and

WHEREAS, diversification of power resources and investment in renewables to fix costs and mitigate future energy market price risk supports maintaining a cost-effective power portfolio; and

WHEREAS, on June 18, 2025, the Risk Oversight Committee received information on LEU's power resource mix as part of the PSD.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept and attest to the veracity of the 2024 Lodi Electric Utility Power Source Disclosure Report.

Dated: October 1, 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 October 1, 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 City of Lodi Pay Schedule Dated October 1, 2025 (ISD - HR)

MEETING DATE:

October 1, 2025

PREPARED BY:

Cristina Gonzales, Interim Human Resources Manager

RECOMMENDED ACTION:

Adopt a resolution approving City of Lodi pay schedule dated October 1, 2025.

BACKGROUND INFORMATION:

Public Employees' Retirement Law (PERL) Government Code sections 20636 and 20636.1 define earnable compensation for State, School, and Public Agency members. Only compensation that meets the provisions and regulations of the PERL will be considered by CalPERS for calculating retirement benefits. Government Code section 20636 and 20636.1 require pay schedules to be publicly available. Compensation earnable is further clarified by California Code of Regulations (CCR) Section 570.5.

CCR 570.5 specifies the required elements necessary to meet the definition of a publicly available pay schedule as follows:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the payrate.

COUNCIL COMMUNICATION

All eight (8) requirements must be met in one schedule for each member's pay, in order for CalPERS to approve the pay amount as payrate and reportable compensation earnable. If an agency cannot provide a document meeting the requirements for a publicly available pay schedule, the CalPERS Board, in its sole discretion, may determine an amount that will be considered to be payrate. CCR 570.5 outlines the process by which CalPERS may determine a member's payrate when there is no publicly available pay schedule.

As such, and in accordance with the above regulations, the City Manager will present, from time to time, an updated pay schedule for City Council adoption.

Notable changes to the pay schedule since Council's last review and approval of the schedule on February 19, 2025 per Resolution 2025-018 include:

- Animal Services Officer - title change
- Associate Transportation Planner - position added
- Economic Development Director - salary change
- Electric Utility Director - updated/deleted step 0-3
- Library Director - salary change
- Parks, Rec, Cultural Services Director - salary change
- Sr. Electric Utility Resources Analyst - new classification added
- PT Assoc Transportation Planner - new classification added
- PT Building Services Worker - new classification added
- PT City Clerk - RA - rate of pay correction
- PT Consultant - removed from schedule
- PT Extra Help - new classification added
- PT HR Manager - RA - new classification added
- PT Library Director - RA - new classification added
- PT Technology Support - salary change

Staff recommends that the City Council adopt the resolution approving the attached City of Lodi salary schedule effective October 1, 2025, Attachment 1 - Pay Schedule.

STRATEGIC VISION:

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

FISCAL IMPACT:

There is no fiscal impact.

FUNDING AVAILABLE:

Not applicable.

City of Lodi
Salary Schedule dated October 1, 2025

BU	Job Class	Position	Eff Date	Annual Rate of Pay				
				Step 0	Step 1	Step 2	Step 3	Step 4
B	1200	ACCOUNTANT	01/06/2025	82,743.85	86,880.27	91,225.00	95,786.53	100,575.38
CMM	1540	ACCOUNTING MANAGER	01/06/2025	146,038.25	153,340.14	161,007.22	169,057.55	177,510.47
B	1385	ADMINISTRATIVE ANALYST	01/06/2025	69,716.96	73,202.80	76,862.96	80,706.09	84,741.40
CMM	1571	ADMINISTRATIVE ANALYST-C	01/06/2025	75,294.32	79,059.03	83,011.99	87,162.58	91,520.72
G	2702	ADMINISTRATIVE ASSISTANT	01/06/2025	60,008.58	63,009.10	66,159.57	69,467.53	72,940.86
CGS	1970	ADMINISTRATIVE ASSISTANT-C	01/06/2025	63,609.08	66,789.64	70,129.14	73,635.58	77,317.31
G	2700	ADMINISTRATIVE CLERK	01/06/2025	45,113.40	47,369.12	49,737.62	52,224.43	54,835.65
CGS	1900	ADMINISTRATIVE CLERK - C	01/06/2025	47,835.12	50,226.89	52,738.23	55,375.16	58,143.91
B	1397	ANIMAL SERVICES MANAGER	01/06/2025	97,656.56	102,539.55	107,666.55	113,049.79	118,702.27
G	2020	ANIMAL SERVICES OFFICER	01/06/2025	50,911.16	53,456.66	56,129.60	58,936.08	61,882.86
G	2021	ANIMAL SERVICES SUPERVISOR	01/06/2025	58,546.26	61,473.69	64,547.33	67,774.62	71,163.40
I	6566	APPRENTICE SUBSTATION TECHNICIAN	01/06/2025	118,710.02	124,645.04	130,877.24	137,421.18	144,292.20
CMM	1525	ASSISTANT CITY ATTORNEY	01/06/2025	187,527.62	196,904.00	206,749.20	217,086.67	227,941.00
A	1110	ASSISTANT CITY MANAGER	01/15/2025	227,681.59	239,065.67	251,018.95	263,569.90	276,748.40
B	1323	ASSISTANT ELECTRIC UTILITY DIRECTOR	01/06/2025	236,721.00	248,558.00	260,985.00	274,035.00	287,736.00
B	1230	ASSISTANT ENGINEER	01/06/2025	106,797.87	112,137.78	117,744.65	123,631.90	129,813.30
B	1300	ASSISTANT ENGINEER/PLANS EXAMINER	01/06/2025	98,431.20	103,352.82	108,520.45	113,946.45	119,643.62
B	1235	ASSISTANT PLANNER	01/06/2025	74,378.08	78,096.96	82,001.76	86,101.79	90,406.88
B	1236	ASSISTANT TRANSPORTATION PLANNER	01/06/2025	74,378.08	78,096.96	82,001.76	86,101.79	90,406.88
B	1240	ASSOCIATE CIVIL ENGINEER	01/06/2025	117,477.55	123,351.37	129,518.89	135,994.97	142,794.62
B	1245	ASSOCIATE PLANNER	01/06/2025	81,815.85	85,906.76	90,202.00	94,712.13	99,447.66
B	1246	ASSOCIATE TRANSPORTATION PLANNER	04/02/2025	81,815.85	85,906.76	90,202.00	94,712.13	99,447.66
CMM	1575	BUDGET ANALYST	01/06/2025	88,963.47	93,411.61	98,081.24	102,987.20	108,135.66
CMM	1511	BUDGET MANAGER	01/06/2025	146,038.25	153,340.14	161,007.22	169,057.55	177,510.47
G	2072	BUILDING INSPECTOR I	01/06/2025	69,128.12	72,584.41	76,213.64	80,024.43	84,025.56
G	2073	BUILDING INSPECTOR II	01/06/2025	76,040.88	79,842.86	83,835.04	88,026.89	92,428.19
M	4701	BUILDING SERVICES SUPERVISOR	01/06/2025	71,740.41	75,327.29	79,093.61	83,048.43	87,200.98
G	2075	CDD PROGRAM SPECIALIST	01/06/2025	74,993.19	78,742.85	82,679.99	86,814.00	91,154.70
B	1310	CHIEF BUILDING OFFICIAL	01/06/2025	136,555.88	143,382.45	150,552.01	158,078.52	165,983.63
CA	1002	CITY ATTORNEY	01/06/2025	277,714.38				
CA	1003	CITY CLERK	01/06/2025	153,755.22				
B	1250	CITY ENGINEER/DEPUTY PW DIRECTOR	01/06/2025	156,339.14	164,155.98	172,363.46	180,982.09	189,918.18
CA	1001	CITY MANAGER	01/06/2025	291,200.00				
B	1306	CITY PLANNER	01/06/2025	131,354.87	137,921.44	144,817.94	152,057.79	159,661.81
A	1170	COMMUNITY DEVELOPMENT DIRECTOR	01/06/2025					201,619.74
G	2032	COMMUNITY IMPROVEMENT OFF I	01/06/2025	65,836.30	69,128.11	72,584.52	76,213.76	80,024.42
G	2022	COMMUNITY IMPROVEMENT OFF II	01/06/2025	72,419.89	76,040.88	79,842.86	83,835.04	88,026.89
B	1255	COMPLIANCE MANAGER	01/06/2025	106,797.74	112,137.62	117,744.48	123,631.71	129,813.30
B	1260	CONSTRUCTION PROJECT MANAGER	01/06/2025	103,266.42	108,429.84	113,851.23	119,543.76	125,520.98
I	6550	CONSTRUCTION/MAINT SUPERVISOR	01/06/2025					230,399.00
G	2011	CUSTOMER SERVICE REP I	01/06/2025	45,289.54	47,554.00	49,931.66	52,428.13	55,049.55
G	2012	CUSTOMER SERVICE REP II	01/06/2025	49,818.29	52,309.13	54,924.56	57,670.80	60,554.48
B	1210	CUSTOMER SERVICE SUPERVISOR	01/06/2025	76,892.96	80,737.69	84,774.58	89,013.45	93,463.92
CMM	1519	DEPUTY CITY ATTORNEY I	01/06/2025	125,563.62	131,841.80	138,433.89	145,355.59	152,623.37
CMM	1520	DEPUTY CITY ATTORNEY II	01/06/2025	150,681.53	158,215.56	166,126.34	174,432.65	183,154.29
CGS	1920	DEPUTY CITY CLERK	01/06/2025	65,160.02	68,418.02	71,838.94	75,430.89	79,202.42
B	1375	DEPUTY DIRECTOR PRCS	01/06/2025	117,243.64	123,105.81	129,261.09	135,724.16	142,510.36
B	1307	DEPUTY DIRECTOR/CITY PLANNER	01/06/2025	138,224.73	145,134.74	152,391.92	160,010.41	168,012.12
FM	6120	DEPUTY FIRE CHIEF	07/08/2024	165,706.48	173,991.68	182,691.26	191,825.89	201,417.18
PM	6430	DISPATCH SUPERVISOR	07/08/2024	93,006.25	97,656.72	102,539.57	107,666.47	113,049.78
S	6410	DISPATCHER/JAILER	07/08/2024	69,681.42	73,165.42	76,823.79	80,664.92	84,698.14
A	1120	ECONOMIC DEVELOPMENT DIRECTOR	02/05/2025	188,760.00				
I	6531	ELECTRIC DISTRIBUTION OPERATOR I	01/06/2025	144,464.06	151,687.12	159,272.10	167,235.12	175,597.24
I	6532	ELECTRIC DISTRIBUTION OPERATOR II	01/06/2025				184,597.14	193,826.10
I	6535	ELECTRIC DISTRIBUTION OPERATOR SUPERVISOR	01/06/2025				214,075.16	224,779.10
I	6505	ELECTRIC FOREPERSON	01/06/2025					198,672.24
I	6500	ELECTRIC GROUNDWORKER	01/08/2024	78,358.80	82,275.70	86,385.00	90,715.04	95,238.52

BU	Job Class	Position	Eff Date	Step 0	Step 1	Step 2	Step 3	Step 4
I	6501	ELECTRIC LINE APPRENTICE I	01/06/2025	112,855.08	118,498.12	124,423.00	130,644.02	137,176.00
I	6502	ELECTRIC LINE APPRENTICE II	01/06/2025	151,507.20	159,082.04			
I	6504	ELECTRIC LINEPERSON	01/06/2025				167,235.12	175,597.24
I	6507	ELECTRIC MATERIALS TECHNICIAN	01/06/2025	92,626.04	97,257.16	102,120.20	107,226.08	112,587.02
I	6520	ELECTRIC TROUBLESHOOTER	01/06/2025					193,826.10
B	1341	ELECTRIC UTILITY BUSINESS ANALYST	01/06/2025	130,877.00	137,421.00	144,292.00	151,507.00	159,082.00
A	1103	ELECTRIC UTILITY DIRECTOR	01/06/2025					342,028.00
B	1328	ELECTRIC UTILITY RESOURCES ANALYST	01/06/2025	130,531.47	137,058.01	143,910.95	151,106.47	158,661.80
B	1330	ELECTRIC UTILITY SUPERINTENDENT	01/06/2025	214,458.00	225,181.00	236,440.00	248,262.00	260,675.00
G	2060	ELECTRIC UTILITY TECHNICIAN	01/06/2025	60,280.13	63,294.19	66,458.88	69,781.94	73,270.91
B	1343	ELECTRICAL ENGINEER	01/06/2025	144,464.00	151,687.00	159,272.00	167,235.00	175,597.00
I	6554	ELECTRICAL ENGINEERING TECHNICIAN	01/06/2025	104,797.16	110,037.20	115,539.06	121,316.00	127,382.06
I	6506	ELECTRICIAN	01/06/2025				118,357.00	124,275.00
B	1336	ENGINEERING OPERATIONAL TECHNOLOGY SUPERVISOR	01/06/2025	189,550.00	199,027.00	208,978.00	219,427.00	230,399.00
B	1337	ENGINEERING PLANNING DESIGN SUPERVISOR	01/06/2025	189,550.00	199,027.00	208,978.00	219,427.00	230,399.00
G	2200	ENGINEERING TECHNICIAN I	01/06/2025	69,785.11	73,274.27	76,937.95	80,784.92	84,824.19
G	2201	ENGINEERING TECHNICIAN II	01/06/2025	76,763.61	80,601.61	84,631.75	88,863.30	93,306.46
I	6556	ENTERPRISE TECHNOLOGY ANALYST	01/06/2025					140,606.18
M	4160	ENVIRONMENTAL COMPLIANCE INSPECTOR	01/06/2025	73,622.76	77,303.91	81,169.08	85,227.54	89,488.88
M	4000	EQUIPMENT SERVICE WORKER	01/06/2025	53,944.53	56,641.74	59,473.77	62,447.47	65,569.91
CGS	1955	EXECUTIVE ADMINISTRATIVE ASSISTANT	01/06/2025	83,184.21	87,343.41	91,710.58	96,296.11	101,110.92
M	4055	FACILITIES MAINTENANCE WORKER	01/06/2025	59,289.65	62,254.09	65,366.85	68,635.20	72,066.92
B	1393	FACILITIES SUPERINTENDENT	01/06/2025	98,565.38	103,493.66	108,668.33	114,101.75	119,806.82
M	4050	FACILITIES SUPERVISOR	01/06/2025	75,006.41	78,756.76	82,694.54	86,829.32	91,170.70
G	2050	FIELD SERVICES REPRESENTATIVE	01/06/2025	61,588.46	64,667.92	67,901.34	71,296.45	74,861.18
G	2051	FIELD SERVICES SUPERVISOR	01/06/2025	74,168.00	77,876.00	81,770.00	85,859.00	90,152.00
G	2014	FINANCE TECHNICIAN	01/06/2025	60,280.13	63,294.19	66,458.88	69,781.94	73,270.91
FM	6101	FIRE BATTALION CHIEF -112	07/08/2024	138,088.83	144,993.20	152,242.85	159,854.97	167,847.75
FM	6100	FIRE BATTALION CHIEF-80	07/08/2024	138,088.83	144,993.20	152,242.85	159,854.97	167,847.75
F	6040	FIRE CAPTAIN - 112	01/06/2025	117,372.01	123,240.50	129,402.48	135,872.36	142,666.28
F	6041	FIRE CAPTAIN - 80	01/06/2025	117,372.01	123,240.50	129,402.48	135,872.36	142,666.28
F	6042	FIRE CAPTAIN - ACT	01/06/2025	113,953.40	119,651.00	125,633.38	131,915.07	138,510.84
A	1102	FIRE CHIEF	01/06/2025	225,478.26				
F	6021	FIRE ENGINEER - 112	01/06/2025	101,390.38	106,459.83	111,782.87	117,372.01	123,240.50
F	6020	FIRE ENGINEER - 80	01/06/2025	101,390.38	106,459.83	111,782.87	117,372.01	123,240.50
F	6000	FIREFIGHTER I - 112	01/06/2025	79,441.89				
F	6001	FIREFIGHTER I - 80	01/06/2025	79,441.89				
F	6002	FIREFIGHTER II - 112	01/06/2025	87,584.11	91,963.25	96,561.23	101,389.43	106,458.71
F	6003	FIREFIGHTER II - 80	01/06/2025	87,584.11	91,963.25	96,561.23	101,389.43	106,458.71
M	4036	FLEET SERVICES COORDINATOR	01/06/2025	59,089.57	62,043.98	65,146.14	68,403.62	71,823.80
M	4040	FLEET SERVICES SUPERVISOR	01/06/2025	81,890.37	85,984.87	90,284.18	94,798.41	99,538.21
B	1395	FLEET SUPERINTENDENT	01/06/2025	91,508.79	96,084.21	100,888.50	105,932.93	111,229.45
CMM	1565	HEALTH/SAFETY SPECIALIST	01/06/2025	88,963.47	93,411.61	98,081.24	102,987.20	108,135.66
M	4020	HEAVY EQUIPMENT MECHANIC	01/06/2025	64,740.21	67,977.26	71,376.02	74,944.82	78,692.15
CMM	1550	HUMAN RESOURCES MANAGER	01/06/2025	146,038.25	153,340.14	161,007.22	169,057.55	177,510.47
CGS	1930	HUMAN RESOURCES TECHNICIAN	01/06/2025	63,896.92	67,091.84	70,446.42	73,968.86	77,667.16
G	2400	INFORMATION SYSTEMS SPECIALIST	01/06/2025	68,464.65	71,888.04	75,487.06	79,256.35	83,219.18
B	1226	INFORMATION TECHNOLOGY MANAGER	01/06/2025	141,851.30	148,943.84	156,391.11	164,210.65	172,421.17
G	2203	JUNIOR ENGINEER	01/06/2025	91,195.03	95,754.83	100,542.45	105,569.60	110,848.08
G	2208	JUNIOR PLANNER	01/06/2025	68,910.20	72,355.60	75,973.39	79,772.06	83,760.70
G	2210	JUNIOR TRANSPORTATION PLANNER	01/06/2025	68,910.20	72,355.60	75,973.39	79,772.06	83,760.70
B	1347	KEY ACCOUNT/CUSTOMER PROG SPEC	01/06/2025	122,630.38	128,761.90	135,200.00	141,960.00	149,058.00
M	4075	LABORATORY SUPERVISOR	01/06/2025	88,908.53	93,353.97	98,021.63	102,922.71	108,068.85
M	4070	LABORATORY TECHNICIAN I	01/06/2025	58,641.91	61,574.12	64,652.88	67,885.52	71,279.66
M	4071	LABORATORY TECHNICIAN II	01/06/2025	64,501.10	67,726.13	71,112.48	74,668.15	78,401.45
S	6420	LEAD DISPATCHER	07/08/2024	73,896.57	77,591.34	81,470.88	85,544.44	89,821.56
I	6508	LEAD ELECTRICIAN	01/06/2025					151,417.00
M	4010	LEAD EQUIPMENT MECHANIC	01/06/2025	71,214.18	74,774.96	78,513.62	82,439.31	86,561.32

BU	Job Class	Position	Eff Date	Step 0	Step 1	Step 2	Step 3	Step 4
B	1350	LIBRARIAN I	01/06/2025	70,836.12	74,377.88	78,096.78	82,001.59	86,101.79
B	1351	LIBRARIAN II	01/06/2025	77,919.82	81,815.85	85,906.55	90,202.00	94,711.95
G	2500	LIBRARY ASSISTANT	01/06/2025	47,369.25	49,737.62	52,224.60	54,835.82	57,577.47
A	1105	LIBRARY DIRECTOR	06/04/2025	167,000.00				
G	2510	LIBRARY TECHNICIAN	01/06/2025	59,921.88	62,917.94	66,063.87	69,367.07	72,835.38
B	1357	LITERACY/PROGRAM MANAGER	01/06/2025	74,757.17	78,495.02	82,419.81	86,540.78	90,867.80
M	4081	MAINTENANCE WORKER II	01/06/2025	56,472.57	59,296.30	62,261.11	65,374.16	68,642.83
B	1380	MANAGEMENT ANALYST	01/06/2025	82,373.57	86,492.23	90,815.95	95,358.50	100,125.62
CMM	1570	MANAGEMENT ANALYST-C	01/06/2025	88,963.47	93,411.61	98,081.24	102,987.20	108,135.66
I	6540	METERING TECHNICIAN	01/06/2025					167,136.06
B	1320	MGR ENGINEERING & OPERATIONS	01/06/2025	214,458.00	225,181.00	236,440.00	248,262.00	260,675.00
B	1315	NEIGHBORHOOD SERVICES MANAGER	01/06/2025	118,776.81	124,714.05	130,950.66	137,498.06	144,373.11
B	1220	NETWORK ADMINISTRATOR	01/06/2025	112,022.82	117,623.77	123,505.63	129,680.91	136,165.02
G	2401	NETWORK TECHNICIAN	01/06/2025	82,105.58	86,210.94	90,521.40	95,047.52	99,800.02
M	4710	PARK MAINTENANCE WORKER I	01/06/2025	48,905.30	51,350.66	53,918.09	56,614.03	59,444.68
M	4711	PARK MAINTENANCE WORKER II	01/06/2025	53,790.84	56,480.22	59,304.27	62,269.45	65,383.02
M	4712	PARK MAINTENANCE WORKER III	01/06/2025	59,171.56	62,162.27	65,236.60	68,498.51	71,923.40
M	4740	PARK SUPERVISOR	01/06/2025	75,006.41	78,756.76	82,694.54	86,829.32	91,170.70
G	2600	PARKS PROJECT COORDINATOR	01/06/2025	84,439.84	88,661.87	93,094.87	97,749.65	102,637.11
B	1360	PARKS&PROPERTY SUPERINTENDENT	01/06/2025	101,951.08	107,048.60	112,401.03	118,021.09	123,922.13
A	1104	PARKS,REC, CULTURAL SVC DIRECTOR	07/01/2025	213,000.00				
G	2016	PAYROLL TECHNICIAN	01/06/2025	60,280.13	63,294.19	66,458.88	69,781.94	73,270.91
G	2070	PERMIT TECHNICIAN	01/06/2025	56,992.20	59,842.48	62,834.57	65,976.41	69,275.22
M	4130	PLANT & EQUIPMENT MAINT TECHNICIAN	01/06/2025	66,928.53	70,273.68	73,785.51	77,473.56	81,347.46
PM	6300	POLICE CAPTAIN	07/08/2024	172,743.38	181,380.35	190,449.44	199,971.80	209,970.44
A	1101	POLICE CHIEF	01/06/2025	266,693.93				
P	6220	POLICE CORPORAL	07/08/2024	103,946.63	109,144.05	114,601.30	120,331.33	126,347.84
PM	6310	POLICE LIEUTENANT	07/08/2024	143,952.86	151,150.33	158,707.84	166,643.28	174,975.36
P	6210	POLICE OFFICER	07/08/2024	98,062.90	102,966.05	108,114.40	113,520.18	119,196.14
P	6200	POLICE OFFICER TRAINEE	07/08/2024	79,889.63	83,884.05	88,078.33	92,482.26	97,106.35
G	2024	POLICE RECORDS CLERK I	01/06/2025	44,778.08	47,016.89	49,367.82	51,836.15	54,428.08
G	2023	POLICE RECORDS CLERK II	01/06/2025	49,256.05	51,718.74	54,304.68	57,019.96	59,870.94
G	2026	POLICE RECORDS CLERK SUPERVISOR	01/06/2025	56,635.76	59,467.60	62,440.90	65,562.86	68,841.14
PM	6320	POLICE SERGEANT	07/08/2024	119,960.72	125,958.51	132,256.46	138,869.33	145,812.91
G	2602	PROGRAM COORDINATOR	01/06/2025	52,715.50	55,351.13	58,118.64	61,024.62	64,075.95
G	2405	PROGRAMMER/ANALYST	01/06/2025	79,314.10	83,165.85	87,324.14	91,690.33	96,274.85
S	6440	PROPERTY & EVIDENCE TECHNICIAN	07/08/2024	61,232.38	64,294.03	67,508.86	70,884.26	74,428.36
CMM	1580	PUBLIC INFORMATION OFFICER-C	01/06/2025	84,804.96	89,045.23	93,497.47	98,172.34	103,080.95
A	1106	PUBLIC WORKS DIRECTOR	01/06/2025	225,830.08				
G	2204	PUBLIC WORKS INSPECTOR I	01/06/2025	69,128.12	72,584.41	76,213.64	80,024.43	84,025.56
G	2205	PUBLIC WORKS INSPECTOR II	01/06/2025	76,040.88	79,842.86	83,835.04	88,026.89	92,428.19
B	1390	PW MANAGEMENT ANALYST	01/06/2025	94,729.53	99,466.11	104,439.39	109,661.40	115,144.46
B	1325	RATES & RESOURCES MANAGER	01/06/2025	179,888.66	188,883.09	198,327.27	208,243.62	218,655.79
B	1365	RECREATION MANAGER	01/06/2025	76,781.29	80,620.88	84,652.79	88,885.26	93,329.00
B	1206	REVENUE MANAGER	01/06/2025	122,231.45	128,343.01	134,760.18	141,498.18	148,573.09
CGS	1935	RISK MANAGEMENT TECHNICIAN	01/06/2025	63,896.92	67,091.84	70,446.42	73,968.86	77,667.16
CMM	1560	RISK MANAGER	01/06/2025	146,038.25	153,340.14	161,007.22	169,057.55	177,510.47
G	2701	SENIOR ADMINISTRATIVE CLERK	01/06/2025	49,624.79	52,105.96	54,711.37	57,446.90	60,319.30
CGS	1960	SENIOR ADMINISTRATIVE CLERK-C	01/06/2025	52,602.27	55,232.31	57,994.06	60,893.71	63,938.47
G	2074	SENIOR BUILDING INSPECTOR	01/06/2025	91,607.01	91,819.29	96,410.30	101,230.93	106,292.42
B	1270	SENIOR CIVIL ENGINEER	01/06/2025	132,548.76	139,180.27	146,139.03	153,448.58	161,112.97
G	2010	SENIOR CUSTOMER SERVICE REP	01/06/2025	52,309.20	54,924.57	57,670.79	60,554.35	63,582.20
B	1345	SENIOR ELECTRIC UTILITY BUSINESS ANALYST	01/06/2025	151,778.00	159,367.00	167,335.00	175,702.00	184,487.00
B	1329	SENIOR ELECTRIC UTILITY RESOURCES ANALYST	07/02/2025	151,778.00	159,367.00	167,335.00	175,702.00	184,487.00
I	6555	SENIOR ELECTRICAL ENGINEERING TECHNICIAN	01/06/2025					140,606.18
G	2202	SENIOR ENGINEERING TECHNICIAN	01/06/2025	84,439.84	88,661.87	93,094.87	97,749.65	102,637.11
M	4060	SENIOR FACILITIES MAINTENANCE WORKER	01/06/2025	65,218.50	68,479.34	71,903.34	75,498.55	79,273.57
G	2505	SENIOR LIBRARY ASSISTANT	01/06/2025	52,105.96	54,711.37	57,446.90	60,319.30	63,335.14

BU	Job Class	Position	Eff Date	Step 0	Step 1	Step 2	Step 3	Step 4
G	2017	SENIOR PAYROLL TECHNICIAN	01/06/2025	66,308.13	69,623.61	73,104.78	76,760.14	80,598.03
B	1305	SENIOR PLANNER	01/06/2025	99,646.15	104,629.01	109,859.50	115,353.49	121,120.89
G	2025	SENIOR POLICE ADMINISTRATIVE CLERK	01/06/2025	52,530.23	55,156.93	57,914.59	60,810.20	63,850.83
B	1335	SENIOR POWER ENGINEER	01/06/2025	163,448.00	171,620.00	180,201.00	189,211.00	198,672.00
B	1215	SENIOR PROGRAMMER/ANALYST	01/06/2025	101,822.94	106,913.91	112,260.30	117,874.69	123,768.42
M	4140	SENIOR STOREKEEPER	01/06/2025	60,806.14	63,846.38	67,038.74	70,390.67	73,910.27
B	1334	SENIOR SYSTEMS PROTECTION AUTOMATION, SCADA ENGINEER	01/06/2025	163,448.00	171,620.00	180,201.00	189,211.00	198,672.00
B	1275	SENIOR TRAFFIC ENGINEER	01/06/2025	132,548.76	139,180.27	146,139.03	153,448.58	161,112.97
B	1276	SENIOR TRANSPORTATION PLANNER	01/06/2025	99,646.15	104,628.76	109,860.19	115,353.21	121,120.89
G	2069	SENIOR PERMIT TECHNICIAN	01/06/2025	65,541.03	68,818.86	72,259.76	75,872.88	79,666.38
M	4110	STREET MAINTENANCE SUPERVISOR	01/06/2025	78,747.36	82,684.77	86,819.03	91,159.87	95,717.95
M	4082	STREET MAINTENANCE WORKER I	01/06/2025	51,347.29	53,915.95	56,610.85	59,441.14	62,415.90
M	4083	STREET MAINTENANCE WORKER II	01/06/2025	56,472.57	59,296.30	62,261.11	65,374.16	68,642.83
M	4100	STREET MAINTENANCE WORKER III	01/06/2025	62,126.77	65,233.04	68,494.63	71,919.48	75,515.42
B	1284	STREET SUPERINTENDENT	01/06/2025	105,334.32	110,601.04	116,131.09	121,937.67	128,034.57
I	6565	SUBSTATION TECHNICIAN	01/06/2025				171,416.18	179,987.08
I	6560	SUBSTATION/METERING SUPERVISOR	01/06/2025					219,297.00
B	1205	SUPERVISING ACCOUNTANT	01/06/2025	97,392.65	102,262.18	107,375.42	112,744.21	118,381.35
M	4120	TRAFFIC SIGN WORKER	01/06/2025	62,126.77	65,233.04	68,494.63	71,919.48	75,515.42
G	2190	TRANSPORTATION COORDINATOR	01/06/2025	61,994.03	65,256.87	68,691.44	72,306.78	76,112.40
B	1295	TRANSPORTATION MANAGER	01/06/2025	122,164.78	128,276.71	134,689.29	141,427.28	148,491.21
I	6521	TROUBLESHOOTING SUPERVISOR	01/06/2025					213,948.02
B	1267	UTILITIES MANAGER	01/06/2025	149,443.09	156,915.38	164,761.17	172,999.04	181,649.12
G	2015	UTILITY BILLING SPECIALIST	01/06/2025	54,800.14	57,540.16	60,417.16	63,438.02	66,609.91
I	6530	UTILITY EQUIPMENT SPECIALIST	01/06/2025	97,315.14	102,180.00	107,289.00	112,654.10	118,287.00
B	1280	UTILITY SUPERINTENDENT	01/06/2025	135,862.64	142,655.77	149,788.63	157,278.06	165,141.97
I	6570	UTILITY WAREHOUSE SUPERVISOR	01/06/2025	107,417.18	112,788.00	118,427.14	124,349.16	130,566.02
M	4085	W/WW MAINTENANCE WORKER I	01/06/2025	51,347.29	53,915.95	56,610.85	59,441.14	62,415.90
M	4086	W/WW MAINTENANCE WORKER II	01/06/2025	56,472.57	59,296.30	62,261.11	65,374.16	68,642.83
M	4212	W/WW MAINTENANCE WORKER III	01/06/2025	62,126.77	65,232.88	68,494.82	71,919.48	75,515.42
M	4180	W/WW SUPERVISOR	01/06/2025	84,673.28	88,909.58	93,351.22	98,021.63	102,923.69
M	4170	WASTEWATER PLANT OPERATOR I	01/06/2025	70,254.07	73,766.84	77,455.09	81,327.86	85,394.31
M	4172	WASTEWATER PLANT OPERATOR II	01/06/2025	77,281.54	81,145.71	85,202.95	89,463.06	93,936.16
M	4173	WASTEWATER PLANT OPERATOR III	01/06/2025	85,009.89	89,260.24	93,723.17	98,409.45	103,329.84
G	2180	WATER CONSERVATION SPECIALIST	01/06/2025	45,113.40	47,369.12	49,737.62	52,224.43	54,835.65
M	4200	WATER PLANT OPERATOR II	01/06/2025	77,281.54	81,145.71	85,202.95	89,463.06	93,936.16
M	4201	WATER PLANT OPERATOR III	01/06/2025	85,009.89	89,260.24	93,723.17	98,409.45	103,329.84
B	1290	WATER PLANT SUPERINTENDENT	01/06/2025	128,016.67	134,417.65	141,138.13	148,195.05	155,604.78
G	2206	WATER SERVICES TECHNICIAN I	01/06/2025	81,980.43	86,079.47	90,383.44	94,902.53	99,647.63
G	2207	WATER SERVICES TECHNICIAN II	01/08/2024	86,709.95	91,045.41	95,597.71	100,377.66	105,396.59
M	2207	WATER SERVICES TECHNICIAN II	01/06/2025	90,178.35	94,687.23	99,421.62	104,392.77	109,612.45
G	2209	WATERSHED PROGRAM COORDINATOR	01/06/2025	52,715.50	55,351.13	58,118.64	61,024.62	64,075.95
M	4220	WELDER-MECHANIC	01/06/2025	64,738.59	67,977.99	71,377.26	74,945.88	78,692.86
M	4150	WW OPERATIONS SUPERVISOR	01/06/2025	99,577.56	104,556.34	109,784.22	115,273.33	121,037.11
B	1285	WW PLANT SUPERINTENDENT	01/06/2025	128,016.67	134,417.65	141,138.13	148,195.05	155,604.78
G	2028	YOUTH OUTREACH WORKER	01/06/2025	57,578.35	61,051.33	64,707.12	68,576.07	73,389.56
				Pay Period Rate of Pay				
BU	Job Class	Position	Eff Date	Step 0	Step 1	Step 2	Step 3	Step 4
PT	7500	PT-COUNCILMEMBER	12/23/2024	738.460				
				Hourly Rate of Pay				
BU	Job Class	Position	Eff Date	Step 0	Step 1	Step 2	Step 3	Step 4
PT	7000	PT-ACCOUNTANT	01/06/2025	39.781	41.769	43.858	43.051	48.354
PT	7721	PT-ACTING CITY MANAGER-RA	05/07/2025	140.000				
PT	7040	PT-ADMIN SUPPORT WORKER	01/01/2025			16.500	17.325	18.191
PT	7750	PT-ADMIN TRAINING OFFICER-RA	01/23/2023	54.259				
PT	7045	PT-ADMINISTRATIVE CLERK	01/06/2025	21.689	22.774	23.912	25.108	26.363
PT	7170	PT-AQUATIC FITNESS INSTRUCTOR	01/22/2024		16.800	17.640	18.520	19.440

BU	Job Class	Position	Eff Date	Step 0	Step 1	Step 2	Step 3	Step 4
PT	7160	PT-AQUATICS COORDINATOR	01/08/2024	27.468	28.844	30.282	31.805	33.390
PT	7550	PT-ASSISTANT ANIMAL OFFICER	01/06/2025	24.472	25.706	26.983	28.337	29.746
PT	7726	PT-ASSISTANT CITY MANAGER-RA	01/15/2025	109.462	114.935	120.682	126.716	133.052
PT	7465	PT-ASSOC TRANSPORTATION PLANNER	08/01/2025	39.335	41.301	43.366	45.535	47.811
PT	7310	PT-BOAT OPERATOR	01/01/2022	18.000	18.900	19.845	20.837	21.879
PT	7285	PT-BUILDING SERVICES WORKER	04/28/2025	20.000	21.000	22.050	23.150	24.310
PT	7180	PT-CASHIER	01/01/2025			16.500	17.325	18.191
PT	7725	PT-CITY CLERK-RA	02/13/2025	73.921				
PT	7595	PT-COMMUNITY SERVICE OFFICER	03/11/2019	22.831	23.973	25.171	26.430	27.751
PT	7735	PT-CONSTRUCTION PROJECT MGR-RA	01/06/2025	49.647	52.130	54.736	57.473	60.347
PT	7590	PT-COURT LIAISON	01/01/2022	21.060	22.113	23.219	24.380	25.599
PT	7010	PT-CUSTOMER SERVICE REP	01/06/2025	21.775	22.867	24.002	25.203	26.470
PT	7720	PT-DEPUTY CITY CLERK-RA	10/31/2019	23.380	24.550	25.780	27.060	28.420
PT	7490	PT-DEPUTY WATER CONSERVATION	01/01/2025			16.500	17.325	18.191
PT	7060	PT-DOCENT COORDINATOR	01/01/2025		16.500	17.325	18.191	19.101
PT	7727	PT-ECONOMIC DEVELOPMENT-RA	09/03/2024	55.358	58.126	61.032	64.084	67.288
PT	7635	PT-EMS COORDINATOR	10/28/2024	54.260	56.970	59.820	62.810	65.950
PT	7250	PT-EVENT ATTENDANT	01/01/2025	16.500	17.325	18.191	19.101	20.056
PT	7645	PT-EXTRA HELP	02/10/2025	25.000	50.000	100.000	150.000	
PT	7455	PT-FACILITY MAINTENANCE WORKER	01/06/2025	28.505	29.930	31.426	32.998	34.648
PT	7460	PT-FACILITY SUPERVISOR	01/01/2025		16.500	17.325	18.191	19.101
PT	7115	PT-FIELD SERVICES REP	01/06/2025	29.615	31.089	32.640	34.278	35.992
PT	7020	PT-FINANCE TECHNICIAN	01/06/2025	28.982	30.434	31.952	33.546	35.228
PT	7741	PT-FLEET SERVICES COORDINATOR	01/06/2025	28.409	29.829	31.320	32.886	34.531
PT	7740	PT-FLEET SUPERINTENDENT-RA	01/09/2023	40.288	42.303	44.418	46.639	48.971
PT	7320	PT-GATE ATTENDANT	01/01/2025				16.500	17.325
PT	7450	PT-HEAVY EQUIPMENT MECHANIC	01/08/2024	29.925	31.427	32.991	34.650	36.383
PT	7230	PT-HOUSE MANAGER	01/01/2025	16.500	17.325	18.191	19.101	20.056
PT	7715	PT-HR MANAGER-RA	04/23/2025	70.211	73.721	77.407	81.278	85.342
PT	7070	PT-INTERN	01/01/2025	16.500	18.000	21.000	25.000	30.000
PT	7301	PT-KENNEL AIDE	01/01/2022	16.800	17.640	18.522	19.448	20.421
PT	7302	PT-KENNEL TECHNICIAN	01/01/2022	17.354	18.222	19.133	20.089	21.093
PT	7290	PT-LABORER A	01/01/2024		19.000	19.950		
PT	7300	PT-LABORER B	01/01/2024	20.000	21.000	22.050	23.150	24.310
PT	7710	PT-LEGAL SECRETARY-RA	10/31/2019	25.780	27.070	28.430	29.850	31.340
PT	7430	PT-LIBRARIAN II	01/06/2025	37.467	39.334	41.299	43.363	45.536
PT	7410	PT-LIBRARY AIDE	01/01/2025		16.500	17.325	18.191	19.101
PT	7445	PT-LIBRARY ASSISTANT	01/09/2023	20.860	21.900	22.990	24.140	25.350
PT	7420	PT-LIBRARY ASSOCIATE	01/01/2022	18.651	19.584	20.563	21.591	22.671
PT	7728	PT-LIBRARY DIRECTOR-RA	02/13/2025	84.284				
PT	7200	PT-LIFEGUARD	01/22/2024		16.800	17.640	18.520	19.440
PT	7480	PT-MANAGEMENT ANALYST	01/09/2023	36.270	38.080	39.980	41.980	44.080
PT	7650	PT-MARKETING COORDINATOR	02/12/2018	22.550	23.740	24.990	26.310	27.690
PT	7110	PT-METER READER	07/01/2023	20.107	21.113	22.168	23.277	24.441
PT	7330	PT-PARK ATTENDANT	01/01/2025				16.500	17.325
PT	7585	PT-PARKING ENFORCEMENT	01/10/2022	21.309	22.374	23.493	24.667	25.901
PT	7510	PT-PLANNING COMMISSION	01/01/2014	20.000				
PT	7600	PT-PO/CRIME ANALYST	07/08/2024	47.146				
PT	7570	PT-POLICE CHAPLAIN	01/01/2014	20.000				
PT	7560	PT-POLICE OFFICER	07/08/2024	47.146				
PT	7561	PT-POLICE OFFICER-RA	07/08/2024	47.146				
PT	7580	PT-POLICE RECORDS CLERK	01/08/2024	20.700	21.735	22.822	23.963	25.161
PT	7630	PT-PROFESSIONAL STD OFF	01/01/2014	50.000	55.000			
PT	7260	PT-PROGRAM COORDINATOR	01/06/2025	25.344	26.611	27.942	29.339	30.806
PT	7520	PT-PROGRAMMER/ANALYST	01/06/2025	38.132	39.984	41.983	44.082	46.286
PT	7575	PT-PROPERTY & EVIDENCE	01/06/2025	29.439	30.911	32.456	34.079	35.783
PT	7005	PT-PUBLIC INFO OFF-RA	03/17/2020	65.000				
PT	7400	PT-REC.SCORKEEPER	01/01/2025				16.500	17.325
PT	7360	PT-RECREATION LEADER	11/11/2024	18.470	19.390			
PT	7370	PT-RECREATION SPECIALIST	11/11/2024	23.100	24.260			

BU	Job Class	Position	Eff Date	Step 0	Step 1	Step 2	Step 3	Step 4
PT	7240	PT-RENTAL CONSULTANT	01/01/2025	16.500	17.325	18.191	19.101	20.056
PT	7270	PT-SCENE TECHNICIAN	01/01/2025	16.500	17.325	18.191	19.101	20.056
PT	7030	PT-SENIOR ADIMINISTRATIVE CLERK	01/06/2025	23.858	25.050	26.304	27.619	29.000
PT	7470	PT-SENIOR CIVIL ENGINEER	01/09/2023	58.360	61.280	64.340	67.560	70.930
PT	7210	PT-SENIOR LIFEGUARD	01/22/2024	0.000	18.520	19.440	20.420	21.510
PT	7475	PT-SENIOR PLANNER	01/06/2025	47.907	50.303	52.817	55.458	58.231
PT	7540	PT-SENIOR PROGRAM/ANALYST	01/09/2023	44.830	47.070	49.420	51.900	54.490
PT	7391	PT-SPORTS OFFICIAL-ADULT	06/01/2018	25.000				
PT	7390	PT-SPORTS OFFICIAL-YOUTH	01/01/2025	16.500	17.325	19.000	21.000	25.000
PT	7280	PT-STAGE TECHNICIAN	01/01/2014	21.200	22.260	23.370	24.540	25.770
PT	7303	PT-SWIM INSTRUCTOR	01/22/2024	17.640	18.520	19.440		
PT	7530	PT-TECHNOLOGY SUPPORT	07/01/2025	24.192	25.400	26.670	28.004	29.400
PT	7745	PT-TRANSPORTATION MANAGER-RA	01/09/2023	53.785	56.476	59.299	62.266	65.376
PT	7565	PT-VOLUNTEER PROG SUPERVISOR	01/06/2025	28.704	30.139	31.647	33.228	34.892
PT	7451	PT-WELDER/MECHANIC	01/06/2025	31.124	32.682	34.316	36.032	37.833
PT	7730	PT-WWPO II-RA	01/09/2023	34.020	35.730	37.510	39.390	41.360
PT	7660	PT-YOUTH OUTREACH WORKER	01/09/2023	25.350	26.880	28.490	30.190	32.310

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE CITY OF LODI PAY SCHEDULE EFFECTIVE OCTOBER 1, 2025, PURSUANT TO PUBLIC EMPLOYEES' RETIREMENT LAW, GOVERNMENT CODE SECTIONS 20636 AND 20636.1 AND CALIFORNIA CODE OF REGULATIONS SECTION 570.5

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WHEREAS, the City of Lodi contracts with California Public Employees' Retirement System (CalPERS) to provide retirement benefits for its employees who are members; and

WHEREAS, all employers must comply with compensation earnable provisions and corresponding regulations of the Public Employees' Retirement Law (PERL) and California Code of Regulations, Section 570.5; and

WHEREAS, the regulations require employers to review their pay schedules and to verify that all members' pay amounts are accurately reported and approved by the governing body in accordance with requirements of applicable public meeting laws; and

WHEREAS, the Human Resources Manager verifies that the attached pay schedule, dated October 1, 2025, conforms with the requirements under the PERL and the California Code of Regulations; and

WHEREAS, notable changes to the attached pay schedule since last approved in Resolution 2025-018 on February 18, 2025 include:

- Animal Services Officer - title change
- Associate Transportation Planner - position added
- Economic Development Director - salary change
- Electric Utility Director - updated/deleted step 0-3
- Library Director - salary change
- Parks, Rec, Cultural Services Director - salary change
- Sr. Electric Utility Resources Analyst - new classification added
- PT Assoc Transportation Planner - new classification added
- PT Building Services Worker - new classification added
- PT City Clerk - RA - rate of pay correction
- PT Consultant - removed from schedule
- PT Extra Help - new classification added
- PT HR Manager - RA - new classification added
- PT Library Director - RA - new classification added
- PT Technology Support - salary change.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City of Lodi pay schedule dated October 1, 2025, which is affixed hereto as Attachment 1 and made a part of this Resolution.

Dated: October 1, 2025

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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 October 1, 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 Classification, Job Description, and Salary Range of the New Position of Senior Community Improvement Officer; Adding One Senior Community Improvement Officer and Deleting One Community Improvement Officer II Position in the Community Development Department and within the Department's Fiscal Year 2025-2026 Budget After a Promotional Recruitment (ISD - HR)

MEETING DATE:

October 1, 2025

PREPARED BY:

Cristina Gonzales, Interim Human Resources Manager

RECOMMENDED ACTION:

Adopt a resolution approving the classification, job description, and salary range of the new position Senior Community Improvement Officer, adding one Senior Community Improvement Officer and deleting one Community Improvement Officer II position in the Community Development Department and within the Department's Fiscal Year 2025-2026 budget after a promotional recruitment.

BACKGROUND INFORMATION:

The Community Development Department consists of several divisions, including, Building, Planning, Neighborhood Services, and Community Improvement. Staffing within the Community Improvement Division includes three (3) Community Improvement Officer I/II positions that report to the Chief Building Official. All three (3) positions are currently filled. With increased code enforcement activities, there is a need for a senior classification in the Community Improvement Officer series to perform advanced journey-level work and to provide first-line supervisory responsibility for the code enforcement functions. The Senior Community Improvement Officer will provide supervisory and technical oversight of Community Improvement Officers, contractors, and other support staff. The Senior Community Improvement Officer will be responsible for performing the more complex and difficult code enforcement casework. In addition, this position will provide training and mentoring to staff, provide input on performance evaluations, and make recommendations on corrective actions as referenced in the job description included as Attachment 1. The Chief Building Official will continue to have administrative and managerial responsibility for the Community Improvement Division.

The proposed annual salary range for the Senior Community Improvement Officer is \$83,282.87 - \$101,230.92, which is fifteen percent (15%) above the Community Improvement Officer II annual salary (top step to top step).

The job description and salary range have been reviewed and approved by American Federation of State, County and Municipal Employees (AFSCME Council 57).

Upon approval by Council, the City will conduct an internal promotional recruitment to fill the senior position and the Community Development Department budget will be amended to add one Senior Community Improvement Officer and to delete one Community Improvement Officer II.

COUNCIL COMMUNICATION

Therefore, staff recommends that Council adopt a resolution approving the classification, job description, and salary range of the new position Senior Community Improvement Officer, and adding one Senior Community Improvement Officer and deleting one Community Improvement Officer II position in the Community Development Department and within the Department's Fiscal Year 2025-2026 budget.

STRATEGIC VISION:

5D. Infrastructure: Ensure capacity for future growth.

FISCAL IMPACT:

Estimated cost for FY 2025/26 will be \$13,200.

FUNDING AVAILABLE:

Fiscal Year 2025/2026 budget (Account number 10088000.71001)

SENIOR COMMUNITY IMPROVEMENT OFFICER

Job descriptions are intended to present a broad and general range of duties which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties performed within the job.

DEFINITION

Under direction, leads, plans, schedules, oversees, and participates in the more complex and difficult work of staff responsible for performing a variety of technical duties in support of the City's code enforcement programs; ensures completion of tasks in accordance with established policies and procedures. Monitors and enforces a variety of codes and ordinances in support of City departments including municipal code, those related to zoning codes, building codes, housing, public nuisances, State Health & Safety Codes, and other issues relating to health, safety, and welfare of the community; prepares abatement cases for and testifies in public hearings and court proceedings on behalf of the City; serves as a resource and provides information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions; and performs a variety of technical tasks relative to assigned areas of responsibility.

SUPERVISION EXERCISED AND RECEIVED

Receives direction from higher-level personnel. Provides technical supervision over Community Improvement Officers, contract workers, and support staff.

DISTINGUISHING CHARACTERISTICS

This class is the advanced journey level class in the Community Improvement Officer series. Incumbents in this class are responsible for performing the most difficult, complex, sensitive and/or highly technical assignments related to ensuring compliance with and enforcement of State and local codes pertaining to nuisance abatement. This class is distinguished from the Chief Building Official in that the latter has general administrative responsibility for the Community Improvement Division with the Senior Community Improvement Officer having first-line supervisory responsibility for the code enforcement functions.

ESSENTIAL AND MARGINAL FUNCTIONS

Duties may include, but are not limited to the following:

Assists in the selection of staff, guides and instructs in the performance of duties, plans, trains, and reviews the work of staff responsible for performing a variety of field and office work in support of the City's code enforcement program; Distributes work to employees, monitors work for progress and quality; ensures work is completed in a timely and efficient manner; Provides technical direction and problem solving, provides training and mentoring to staff in accordance with established policies and procedures; Provides input on performance evaluations and makes recommendations on corrective actions;

Enforces municipal codes and other applicable codes related to nuisance, zoning, building, pest infestation, noise, blight, signage, junk, and debris, abandoned or inoperable vehicles on private property, housing, and related abatement activities Vender permitting;

Recommends improvements and modifications to work processes, adapts work procedures to meet changing needs, and resolves less complex work problems;

Resolves informal employee complaints, provides input to supervisor on employee performance and informs supervisor of conduct problems;

Inspects properties for violations; issues and posts warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedules and performs all follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances; notes actions taken, and results achieved in case files and on computer database;

Receives and responds to citizen complaints and reports from other agencies and departments on alleged violations of City zoning and related municipal codes; conducts on-site investigations to identify nuisances, potentially hazardous conditions, and code violations; prepares photographic evidence of violations; interviews complainant and witnesses; reads, interprets, explains, and applies applicable codes; provides recommendations for resolution; composes written responses as required;

Researches property ownership, zoning and parcel history; researches ordinances and history of ordinances affecting property uses; determines compliance of specific land with use permits, variances and development plans where improvements have been directed to meet zoning requirements;

Coordinates joint abatement and investigation activities with other City departments and agencies; informs departments of pending and ongoing investigations and activities; provides follow-up reports, records, and data to assist other departments involved in the zoning and abatement process;

Prepares and maintains a variety of records, reports, logs, memoranda, and files related to field and office investigations and activities;

Compiles case files for public hearings and court proceedings; testifies at hearings on behalf of the City as necessary;

Responds to public inquiries in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner;

Operates computer to process and acquire data relative to inspection sites and effective code enforcement;

Attends training seminars to obtain relevant certificates related to code enforcement and stay updated with current procedures and information;

Performs other duties related to the operation of the department and the city, including additional duties that enable the department and City to meet the diverse needs of its community.

QUALIFICATIONS

Knowledge of:

Operations, services, and activities of a municipal code compliance program;

Incumbents are required to possess a comprehensive knowledge of all departmental code enforcement programs' interrelated codes, policies, procedures, and goals.

Principles and practices of leadership, supervision, mentoring, training, and conflict resolution; Team dynamics and team building;

Advanced principles, practices, and methods used in the enforcement of a variety of codes; City services and organizational structure as they relate to code compliance; Legal actions applicable to code enforcement compliance;

Pertinent state and local codes, ordinances, laws, and regulations pertaining to building, substandard housing, zoning, nuisance abatement, vehicle codes, health and safety, Vendor Permitting, and related areas;

Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations;

Effective public relations practices; Communication, negotiation, and behavioral techniques that foster collaboration and effectively achieve code compliance and related program results; Public speaking and presentation techniques; English usage, spelling, grammar, and punctuation;

Discovering property ownership and zoning background, research methods and techniques related to all applicable codes;

Mathematical principles; Principles and procedures of record keeping; Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases;

Occupational hazards and standard safety practices.

Ability to:

Lead, train, organize, and review the work of staff;

Independently perform the most difficult code enforcement and compliance duties;

Interpret, explain, and enforce department policies and procedures;

Research, interpret, explain, and apply applicable codes, ordinances, and regulations related to zoning, nuisance abatement, and health and safety issues; Enforce pertinent codes, ordinances, laws and regulations with impartiality and efficiency; Inspect and identify violations of applicable codes and ordinances;

Design public information and education programs related to code compliance activities;

Make oral presentations and testify in court;

Analyze situations and develop sound solutions, while maintaining safety at all times;

Plan and organize work to meet changing priorities and deadlines;

Obtain information through a variety of interview techniques;

Work fairly and courteously with all customers;

Coordinate activities with other City departments, associated enforcement jurisdictions, and other parties of interest;

Read maps and learn the City's geography;

Develop and accurately maintain a variety of work records and documents including complete case files, logs, reports, and memoranda;

Make presentations to community groups concerning codes, ordinances, and City compliance programs;

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications;

Respond to inquiries, complaints, and requests for service in a fair, tactful, and firm manner;

Investigate complaints and mediate resolutions in a timely and tactful manner;

Prepare clear and concise technical reports;

Work independently in the absence of supervision;

Communicate clearly and concisely, both orally and in writing;

Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities would be qualifying. A typical combination is:

Education:

Equivalent to graduation from high school or possession of GED; supplemented by college level course work in planning, building inspection, technology or a related field is preferred.

Experience:

Three years of responsible code enforcement experience equivalent to that of a Community Improvement Officer II with the City of Lodi. One year of supervisory experience is highly desirable.

LICENSES AND CERTIFICATES

Possession of a valid (Class C) Driver's License issued from the California Department of Motor Vehicles.

Possession of a California Association of Code Enforcement Officers (CACEO) certification or equivalent (CEO I).

Possession of a California Association of Code Enforcement Officers (CACEO) certification or equivalent (CEO II).

Possession of Penal Code 832 Arrest and Firearms certification.

WORK/ENVIRONMENTAL CONDITIONS**Environmental Conditions:**

Work is performed in both indoor and outdoor environments; work alone; travel from site to site; incumbents may be exposed to noise, dust, inclement weather conditions, potentially hostile environments, and aggressive and/or ill animals.

Physical Conditions:

Primary functions require sufficient physical ability and mobility to work in an office setting and in a field environment; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to walk on uneven terrain, loose soil, and sloped surfaces; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations; to operate equipment and vehicle; and to verbally communicate to exchange information.

FLSA Status: Non-Exempt

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE CLASSIFICATION, JOB DESCRIPTION AND SALARY RANGE FOR THE POSITION OF SENIOR COMMUNITY IMPROVEMENT OFFICER, ADDING ONE SENIOR COMMUNITY IMPROVEMENT OFFICER POSITION, AND DELETING ONE COMMUNITY IMPROVEMENT OFFICER II POSITION WITHIN THE COMMUNITY DEVELOPMENT DEPARTMENT AND WITHIN THE DEPARTMENT'S FISCAL YEAR 2025-2026 BUDGET

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the classification and job description for the position of Senior Community Improvement Officer attached hereto as Attachment 1 to this Resolution; and

BE IT FURTHER RESOLVED that the salary range for Senior Community Improvement Officer is hereby approved and shall be as follows:

Classification	Step 0	Step 1	Step 2	Step 3	Step 4
Senior Community Improvement Officer	\$83,282.87	\$87,477.01	\$91,819.29	\$96,410.30	\$101,230.92

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve the addition of one Senior Community Improvement Officer position and the deletion of one Community Improvement Officer II position in the Community Development Department and within the Department's Fiscal Year 2025-2026 Budget.

Dated: October 1, 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 October 1, 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 Ratifying Contract with Lodi Unified School District to Provide Community Based Organization (CBO) After-School Staff Support for the Bridge Program at Five Locations During the 2025/2026 School Year, in the Amount of \$651,526 and Authorize the City Manager to Approve Additional Changes for the 2025/2026 School Year in an Amount Not to Exceed \$100,000, for a Total Not to Exceed \$751,526 (PRCS)

MEETING DATE:

October 1, 2025

PREPARED BY:

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

RECOMMENDED ACTION:

Adopt a resolution ratifying contract with Lodi Unified School District to provide Community Based Organization (CBO) after-school staff support for the Bridge Program at five (5) locations during the 2025/2026 school year in the amount of \$651,526 and authorizing City Manager to approve additional changes for the 2025/2026 School Year in an amount not to exceed \$100,000 as agreed by the parties, for a total not to exceed amount of \$751,526.

BACKGROUND INFORMATION:

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

The California Department of Education grant, funded by Proposition 49 (2002), requires a recreational component for participating students. For the past 18 years, LUSD has contracted with the City of Lodi to serve as a sub-recipient of these funds, with the Parks, Recreation and Cultural Services Department (PRCS) providing the required recreational programming. LUSD desires to enter into an agreement with PRCS to continue this role during the 2025/2026 school year.

The five (5) sites served under this agreement are Lakewood, Vinewood, Reese, Larson, and Victor Elementary Schools. These locations were transitioned into the Bridge Program in the 2024/25 school year, having previously been supported under the Expanded Learning Opportunity Program (ELOP). The program ensures students have access to structured recreational and enrichment opportunities beyond the school day.

For FY26, the original requested contract amount was \$556,746, with an additional request from LUSD of \$94,780 to support expanded intersession programming, bringing the total agreement to \$651,526, Attachment 1 - Agreement. To address potential program fluctuations or emerging needs, the agreement also authorizes the City Manager to enter into future agreements for the 2025/2026 school year upon the request of Lodi Unified School District in an amount not to exceed \$100,000 for a total not to exceed \$751,526.

The revenue and expenses related to this program were included in the FY26 Council adopted budget.

COUNCIL COMMUNICATION

STRATEGIC VISION:

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

FISCAL IMPACT:

PRCS costs are fully covered under the terms of the agreement. A contingency of up to \$100,000 is included, subject to request by LUSD and approval by the PRCS Director and City Manager.

FUNDING AVAILABLE:

Per agreement with Lodi Unified School District and FY26 budget.
Revenue account 20073100.57302.

GENERAL SERVICES AGREEMENT

Fiscal Year 2025-2026

This General Services Agreement ("Agreement") is made as of July 1st, 2025, between the **Lodi Unified School District** ("District") and City of Lodi, a Municipal Corporation, by and through its Parks, Recreation and Cultural Services Department (PRCS) ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, per adjusted mandatory bid limits;

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide to the District After school services, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and approval or ratification of the District's Governing Board ("Board"), through June 30th, 2026 ("Term"). Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer, unless Agreement is so approved or ratified.
3. **Compensation.** As further set forth in Exhibit "A," District compensation to the Contractor shall not exceed any/all purchase orders that are utilized by this Agreement, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.
4. **Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or by the Contractor's

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

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

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

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

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

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

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

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

12. Termination.

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

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

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

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

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

13. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by the District Parties where

such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of the Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District Parties shall have the right to accept or reject any legal representation that the Contractor proposes to defend the indemnified parties.

14. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance. If an additional umbrella insurance policy must be added to meet the coverage requirement, Lodi USD must be listed as additional insured:

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

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

14.2 Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from performing any portion of the Services by Contractor. The District may waive this requirement if, Contractor will not use an automobile for any phase of the work performed by this agreement.

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

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

Does your business have employees? Yes, we have employees

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

14.4 Sexual Molestation and Abuse Insurance. If Contractor will have contact with District students, Contractor shall maintain sexual molestation and abuse coverage with a One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate limit of liability. District may waive this requirement if, in the course of providing Services, the

Contractor does not interact with students outside of the immediate supervision and control of the student's parent or guardian or a District employee.

Will the Contractor in the course of providing services, interact with students outside of the immediate supervision and control of the student's parent or guardian or a District employee? (Education Code 45125.1)

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

Will the vendor in the course of providing services, interact with students outside of the immediate supervision and control of the student's parent or guardian or a District employee?

Yes

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

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

14.6 Technology Professional Liability Insurance. Appropriate to the Contractor's profession, with limits not less than \$2,000,000 (or substitute other limits as appropriate to the risk and scope of work) per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

14.7 Drone Insurance. Contractor, appropriate to the Contractor's profession, shall procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the ownership, maintenance, or use of Unmanned Aerial Vehicle. Coverage shall be at least as broad as: Aviation Liability Insurance-on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The District will waive this requirement if, Contractor will not use a drone for any phase of the work performed by this agreement.

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

14.8 Other Insurance Provisions:

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

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

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

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

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

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

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

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

14.8.5 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the District. At

the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- 14.8.6** Waiver of Subrogation: Contractor hereby grants to District waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

17. Fingerprinting of Employees. Even if no contact with District students will occur during the Term of this Agreement, Contractor shall complete the Criminal Background Investigation Certification, attached to this Agreement and incorporated by this reference, prior to commencing the Services, certifying Contractor's compliance with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the Board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors and agents of

Contractor, and employees and agents of Contractor Parties, regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor and it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

18. Notification. Contractor is required to notify the District by the next working day and submit a written report within seven days of the occurrence of any health or safety related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified such as death of a child from any cause, any injury to a child that requires medical treatment, any unusual incident or child absence that threatens the physical or emotional health or safety of a child, any suspected child abuse or neglect, epidemic outbreaks, poisonings, fires or explosions that occur in or on the premises, exposure to toxic substances, an arrest of an employee of the Contractor, or any other event as specified by the District.

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

District

Lodi Unified School District
1305 E Vine St
Lodi, CA 95240

ATTN – NAME/TITLE:

April Juarez, Exec.Dir.of Fiscal Services

EMAIL: ajuarez@lodiUSD.net

Contractor

NAME: City of Lodi P.R & CS Dept.

ADDRESS: 230 W Elm St.

Lodi, CA 95240

ATTN – NAME/TITLE:

Christina Jaromay- Director

EMAIL: cjaromay@lodi.gov

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

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

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

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

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

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

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

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

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

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

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

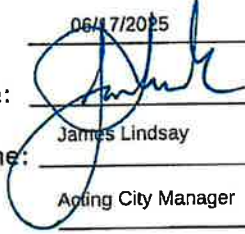
29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

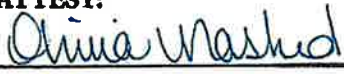
Waiver of Subrogation: Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

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

LODI UNIFIED SCHOOL DISTRICT	[CONTRACTOR]
Date: _____	Date: <u>06/17/2025</u>
Signature: _____	Signature: 
Print Name: _____	Print Name: <u>James Lindsay</u>
Title: _____	Title: <u>Acting City Manager</u>
	Are you a current or former employee or Board Member of Lodi Unified School District?

Information regarding Contractor:

I am Not a current or former employee or Board Member of Lodi USD

License No: _____	94-6000361
Address: <u>230 W Elm St.</u>	Employer Identification and/or Social Security Number
<u>Lodi, CA 95240</u>	
Telephone: <u>209-333-6742</u>	NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.
Facsimile: <u>209 333 0162</u>	
E-Mail: <u>cjaromay@lodi.gov</u>	
Contractor's state of residence: <u>CA</u>	
States in which Contractor is licensed to do business: _____	
Type of Business Entity: <u>Other</u>	
If Corporation, State _____	
If Other: _____	
Municipality	ATTEST:  OLIVIA NASHED City Clerk

WORKERS' COMPENSATION CERTIFICATION

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

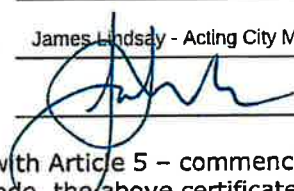
- ❖ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to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

Select One Option: Option A	
Option A I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.	Option B I do not employ anyone in the manner subject to the workers' compensation laws of California.

Date: 06/17/2025

Contractor: City of Lodi P.R. & CS Dept.

Name and Title: James Lindsay - Acting City Manager

Signature: 

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

Approved as to Form

JANELLE KRAFTIGER
Assistant City Attorney

ATTEST:

OLIVIA NASHED
City Clerk

TUBERCULOSIS CLEARANCE

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

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

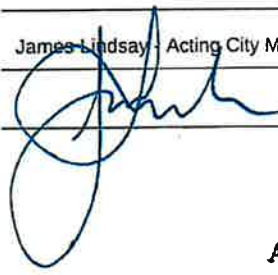
Contractor certifies that the following selection below applies to the Services that are the subject of the Agreement:

Select One Option: Option A	
Option A Contractor will have more than limited contact with District students (as determined by the District) during the Terms of this Agreement.	Option B Contractor shall <u>only have limited to no contact</u> with District students at all times during the Terms of this Agreement.
The Contractor ensures that any person providing any portion of the Services with more than limited contact with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. It is the contractor's responsibility to maintain an accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement	

Date: 06/17/2025

Contractor: City of Lodi P.R & CS Dept.

Name and Title: James Lindsay - Acting City Manager

Signature: 

Approved as to Form:

JANELLE KRATTIGER
Assistant City Attorney

ATTEST:

OLIVIA NASHED
City Clerk

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

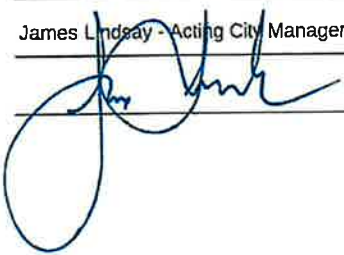
Select One Option: Option A	
Option A Contractor and the Contractor Parties, if any, shall have no contact with District students or shall <u>only have contact that is under the immediate supervision and control of a District employee or the student's parent/guardian</u> (as determined by District) at all times during the Term of this Agreement.	Option B The Contractor Parties <u>will have contact</u> with District students outside of the immediate supervision and control of District employee(s) or the student's parent/guardian (as determined by District) during the Term of this Agreement.

Select One Option: Option A	
Option A I am a Contractor If Contractor is not a Sole Proprietor, all of the Contractor Parties, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by Education Code section 45122.1.	Option B I am a Sole Proprietor If Contractor is a Sole Proprietor, Contractor has agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

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

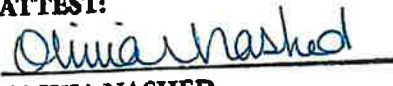
CONTRACTOR CERTIFICATION

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

Date: 06/17/2025
Contractor: City of Lodi P.R & CS Dept.
Name and Title: James Lindsay - Acting City Manager
Signature: 

Approved as to Form:

JANELLE KRATTIGER
Assistant City Attorney

ATTEST:

OLIVIA NASHED
City Clerk

COI must be attached below or this GSA will need to be returned to you

LODI UNIFIED SCHOOL DISTRICT

CRIMINAL BACKGROUND
INVESTIGATION CERTIFICATION

**Exhibit A
Scope of Services**

If Contractor will be providing services to multiple school sites at various times during the current Fiscal Year (July 1st, 2025 – June 30th, 2026), please state “various locations and times” in addition to your scope of services below.

Please specify Contractor’s scope of services below:



Lodi Unified School District

Bridge Program – Request for Services Proposal

Date: April 17, 2025

To: City of Lodi: PRCS

RE: Request for Service 2025-26

The intent for this proposal is to offer the City of Lodi a Renewal in Partnership with 5 Elementary sites for a total of **181 workdays**. (180 school days + 1 prep day)

* KinderCare Program is designed to support one TK/Kinder Group (not to exceed, 1:10 staff to student ratio) prior to start of the regular Bridge Program.

The Request for Service details for the 2025-26 school year:

School Name:	Total Workdays	Schedule:	Dismissal Time:	PM-Kinder Care Prog. / Dismissal Time:	# of Staff:	# of Lead Staff:	Total Partner staff	Staff Work Hrs.	Hrs. Per Staff Day
Lakewood	162	Reg. School Day	2:10 pm	N/A	4	1	5	1:45pm– 6pm (5)	=4.15hrs.
	18	Minimum Day	12:15pm	Yes @ 11:30	4	1	5	12pm–6pm (4) 11:30–5:30pm (1)	=6hrs. =6hrs.
Larson	162	Reg. School Day	2:06 pm	N/A	4	1	5	1:45pm– 6pm (5)	=4.15hrs.
	18	Minimum Day	12:06pm	x	4	1	5	11:45–5:45pm (4) 12pm– 6pm (1)	=6hrs. =6hrs.
Reese	162	Reg. School Day	2:20pm	Yes @ 1:20pm	4	1	5	2pm– 6pm (4) 1pm– 6pm (1)	=4hrs. =5hrs
	18	Minimum Day	12:05pm	x	4	1	5	11:45–5:45pm (4) 12pm – 6pm (1)	=6hrs. =6hrs
Vinewood	162	Reg. School Day	2:25pm	N/A	4	1	5	2pm– 6pm (5)	=4.5hrs.
	18	Minimum Day	12:25pm	Yes @ 11:40	4	1	5	12pm–6pm (4) 11:30 – 5:30pm (1)	=6hrs. =6hrs
Victor	162	Reg. School Day	2:00pm	N/A	3	1	4	1:45pm– 6pm (5)	=4.15hrs.
	18	Minimum Day	12:01pm	X	3	1	4	11:45– 5:45pm (4) 12pm – 6pm (1)	=6hrs. =6hrs

Minimum Days:

Account for a total of **18 minimum days** for the 2025-26 School Yr. / See 2025-26 calendar for exact dates

Training Days:

Account an additional **6 hrs.** to be budgeted for staff trainings.

Friday, July 25, 2025 is considered the first mandatory work-day. 3hr. PD will be hosted by Lodi USD in district boardrooms. A total of 3hrs. will remain for the school year for on-going district & partner training occurring outside reg. workday..

Prep Day:

Monday, July 28, 2025, is staff Prep Day at site. (non-instructional day). Staff may flex work schedule hours on this day not to exceed a total workday of 4hrs.

Specialty Program Guidelines: [Optional] :

Community-based organizations (CBOs) are invited to propose additional specialty programs that enhance the enrichment offerings of our after-school program. Appropriate program types include—but are not limited to—dance, visual arts, music, theater, cultural arts, spoken word, media production, STEAM-based projects, and other creative or skill-building experiences that support youth development. Proposed programs should be designed to run once or twice per week for a minimum of 6–8 weeks and scheduled within the existing after-school program hours (typically between 3:00–6:00 PM, Monday through Friday). Programs should be age-appropriate, engaging, and inclusive for diverse student populations. All proposals must include a clear description of the program, targeted age groups, schedule availability, and staffing plan.

Any proposed costs for these specialty services must be listed as a separate, stand-alone line item within the proposed budget. Final selections will be based on program alignment with student needs, schedule compatibility, and available funding.

Proposed Budget for Services:

Not to exceed 3% increase for like-services from 24-25 FY

A formal response will need to be provided by **April 25, 2025** accepting or declining the Partnership Proposal. This year's budget is allowing a 3% increase from prior FY for like services.

If your organization accepts, please submit Program Budget Summary **by May 9, 2025** accounting for a full detailed budget. Include a 33% in-kind support summary totaling no less than 33% of total budget.

Roles and responsibilities from partnering organizations: “Expectations in Partnership”

Lodi Unified School District will:

1. Provide a district contact person.
2. Staff each school site with **one** permanent “After School Program Site-Lead” (8hrs. per day) and **two** site-based paraprofessionals for a maximum of 2hrs. Per day.
3. Provide teacher support during the Academic block
4. Provide grant wide coordination including but not limited to project oversight, management of collaborative partners, budget oversight and grant compliance.
5. Provide facilities and assist with supervision of students for various projects.
6. Provide evaluation and/or survey as required by grant.
7. Facilitate all school – home parent communication including discipline.
8. Provide financial compensation for services as agreed upon in District Service Agreement.

Community Based Organizations (CBO's) will:

1. Develop program objectives and budget in accordance with Partnership Proposal.
2. All CBO staff members who directly supervise students will need to meet the minimum qualifications for an instructional aide, pursuant of board policy: **5148.2**
3. CBO shall complete the Criminal Background Investigation Certification, prior to commencing the Services, certifying Contractor's compliance with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.
4. Provide Test Health Screening for all CBO staff & volunteers prior to being placed at site.
5. Attend quarterly partnership meetings – produce reports & share updates.
6. Provide CBO staff training before placement at site(s) and on-going support.
7. Communicate staffing needs or concerns in a timely and consistent manner to Bridge Management
8. Ensure 100% CBO staffing at assigned school sites
9. Enforce appropriate dress & behavior for CBO staff
10. Report absents or tardy staff
11. Communicate staff coverage, changes, or resignations in advanced
12. Maintain and provide staff attendance and program activities records.
13. Coordinate staff developments and other planning meetings to assist in monitoring the implementation of enrichment & recreation lessons.
14. Assume responsibility for providing tutorial support and planning enrichment & recreational lessons to be delivered during the Enrichment Block.
15. Provide a contact person for CBO responsible to oversee and support the planning, operation, and evaluation of staff employed by the CBO.
16. Contact Person / coordinator(s) to be available between 12pm – 6pm daily for meeting / or avail. to provide site coverage starting at school dismissal.
17. Work collaboratively with LUSD afterschool staff contracted by the district to provide student services at each school site.
18. Provide in-kind support totaling approximately 33% annually
19. Invoice LUSD monthly using approved invoice templates.

For more information on the ELOP Funding & ASES Grant Requirements, Program Description, Purpose and Objective, Frequently Asked Questions, visit : <http://www.cde.ca.gov/ls/ba/as/>

City of Lodi Parks, Recreation and Cultural Services

Proposal For LUSD Bridge After School Staffing and Support Services

Lakewood, Larson, Reese, Vinewood, and Victor

Proposed Budget Summary School Year 2025-26 for Bridge Program											Totals							
Elementary Sites (5)			Rec Specialist		Rec Leader		Hours per Day		Add. Hours		Total Hours		Totals					
Staff Positions per Sites																		
Larson/Lakewood/Reese/Vinewood Victor			5		\$26.74		6.00				120.00		600		\$16,370.00			
Larson/Lakewood/Reese/Vinewood Victor							20		\$21.38		120.00		2400		\$52,340.00			
Program Coordinators																		
Program Coordinator J Hill					\$28.21		6.00				120.00		120.00		\$3,460.00			
Rec. Manager - Rachel																		
Sr. Admin Clerk			1		\$ 60.00		4.00				80.00		80.00		\$4,900.00			
Clerk			1		\$ 30.00		2.00				40.00		40.00		\$1,640.00			
Budget Analyst			1		\$45.00		2.00				40.00		40.00		\$1,230.00			
Total Staff Benefits																	\$ 3,000	
Sub-Total																	\$ 84,780	
Operational Costs																		
Materials and Supplies																		
Staff Uniforms																		
1 Trainings @ \$500 (per training)																		
Coordinator Cell Stipend																		
Vehicles, Gas, & Maintenance																		
Total																		
Total Operational Costs																		
Total Staffing Cost																		
Grand Total																		
Interession Budget Summary for School Year 2025-26 - Bridge Program 5 Sites.											Total		\$0		\$0.00			

City of Lodi Parks, Recreation and Cultural Services
Proposal For LUSD Bridge After School Staffing and Support Services
Lakewood, Larson, Reese, Vinewood, and Victor

Proposed Budget Summary School Year 2025-26 for Bridge Program							Totals	
Elementary Sites (5)	Rec Specialist	Rec Leader	Hours per Day	Days per	Add.	Total	Totals	
Staff Positions per Sites								
Larson/Lakewood/Victor @ 4.25	3	\$21.38	4.25	181.00	82.00	11918	\$273,870.00	
Reese	1	\$21.38	5.0/4.0	181.00	82.00	4211	\$97,240.00	
Vinewood	1	\$21.38	4.50	181.00	82.00	4483	\$102,670.00	
Program Coordinators								
5 Hour Coordinator JH	1	\$27.92			36.00	941.00	\$26,800.00	
2.0 Hour Coordinator DS	1	\$31.10			0.00	362.00	\$11,490.00	
2.5 Hour Coordinator CS	1	\$31.10			0.00	362.00	\$11,490.00	
Sr. Admin Clerk	1	\$29.00			0.00	200.00	\$5,920.00	
Rec. Manager - Rachel	1	\$55.00			0.00	285.00	\$15,990.00	
Total Staff Benefits						22762	\$ 4,000	
Sub-Total							\$ 549,470	
In Kind Matches							% Time Factored	
Operational Costs								
Materials and Supplies			\$3,776					
Staff Uniforms			\$0					
2 Trainings @ \$500 (per training)			\$1000					
Coordinator Cell			\$500					
Vehicles, Gas, & Maintenance			\$2,000					
Total			\$7,276					
Total Operational Costs			\$7,276					
Total Staffing Cost			\$549,470					
Grand Total			\$556,746					
Total							\$952,630	\$153,893.28
Total							33% In-Kind Needed	\$51,297.71
Budget Summary for School Year 2025-26 - Bridge Program 5 Sites TOTAL							\$ 556,746	

PRCS FY26 Overall Cost of Services 9.45%
 Program Staffing Cost "In-kind" Calculat \$ 52,612.50
 PRCS "In-kind" Calculation \$ 153,893
Total \$ 206,505.78

RESOLUTION NO. 2025-

A RESOLUTION OF THE LODI CITY COUNCIL RATIFYING CONTRACT WITH
LODI UNIFIED SCHOOL DISTRICT TO PROVIDE COMMUNITY BASED
ORGANIZATION (CBO) AFTER SCHOOL STAFF SUPPORT FOR THE BRIDGE
PROGRAM AT FIVE LOCATIONS DURING SCHOOL YEAR 2025/2026

=====

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

WHEREAS, LUSD has contracted with the City (sub-recipient) to provide these services for the past 18 years and has negotiated an agreement for the Parks, Recreation and Cultural Services Department (PRCS) to do so again for the school year 2025/26; and

WHEREAS, PRCS will offer after school programs by facilitating daily homework assistance and by providing student enrichment and physical activities at five (5) schools in Lodi, including Lakewood, Vinewood, Reese, Larson and Victor Elementary Schools, when school gets out until 6:00 p.m. on scheduled school days.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby ratify the execution of the contract in the amount of \$651,526 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide the Bridge Program at five (5) schools during school year 2025/2026, and authorize the City Manager to enter into future agreements for the 2025/2026 school year upon request of the Lodi Unified School District in an amount not to exceed \$100,000 for a total not to exceed amount of \$751,526; 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: October 1, 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 October 1, 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 Lodi Arts Commission's Recommendation to Select Artist Daniel Borup's Conceptual Design Titled "Messis Copiosa" for the Art Installation Project at State Route 99 and Turner Road and Authorizing City Manager to Execute an Artwork Design, Fabrication and Installation Agreement in a Form Approved by the City Attorney (Not to Exceed \$500,000) (PRCS)

MEETING DATE:

October 1, 2025

PREPARED BY:

Christina Jaromay Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION:

Adopt a resolution approving Lodi Arts Commission's recommendation to select Artist Daniel Borup's conceptual design titled "Messis Copiosa" for the art installation project at State Route 99 and Turner Road and authorizing City Manager to execute an Artwork Design, Fabrication and Installation Agreement in a form approved by the City Attorney (Not to Exceed \$500,000).

BACKGROUND INFORMATION:

Lodi City Council appropriated \$500,000 for an art installation at State Route 99 and Turner Road at its April 20, 2022 meeting. Lodi's cultural history will be celebrated through an art installation for citizens and visitors as they enter the City. There are many benefits to an art installation including its location in a public atmosphere (not confined to a museum or building), its enrichment to the city's streetscapes, lends itself to civic engagement, provides artists with professional opportunities, boosts local economy by creating an attraction to visitors, shows an investment to the City by celebrating Lodi's livability and love-ability, boosts community pride, and will connect neighbors through a shared history.

Interchange improvements at State Route 99 and Turner Road included construction of a round-a-bout, widening of Cherokee Lane, bike lanes and sidewalk installation. The project ribbon cutting ceremony for the project was held on December 6, 2023. The art installation project will be located within the newly constructed round-a-bout.

The Lodi Arts Commission (Commission) engaged artists by releasing a call to artists on June 15, 2023, with a submission deadline of August 21, 2023. The call to artists sought conceptual design proposals for the artwork. 34 art proposals were received. At its September 21, 2023 meeting, the Commission appointed a subcommittee to review the art proposals for the project and to recommend finalist(s) to the Commission at a future meeting. The Commission selected and recommended Artist Skyler Dietze's art concept titled "Fruits of Our Labor" and City Council approved the art concept at its March 6, 2024. Unfortunately, after a year of discussions with the artist, a contract could not be negotiated.

The Commission reviewed the previously submitted art proposals and at their July 9, 2025 meeting selected Artist Daniel Borup's art concept titled "Messis Copiosa" which is Latin for a Bountiful Harvest. The art concept

COUNCIL COMMUNICATION

depicts a woman with a flowing dress and in the gesture of walking forward after harvesting grapes. The sculpture will celebrate and honor the rewards of patience and cultivation needed to achieve a bountiful harvest.

Upon City Council's approval of selected Artist and design, the City shall work with the artist on final design and subsequently enter into an agreement with the artist to proceed with the project. This project is subject to Caltrans' Transportation Art Guidelines. Caltrans Landscape Architects have reviewed the concept and have no concerns. This project is also subject to FHWA (Federal Highway Administration) review and approval. The forthcoming agreement will be for the design, fabrication and installation of the artwork and will include at a minimum:

- Plan view - artwork's relationship to immediate environment
- Elevation view - intended physical appearance, scale and form
- Image view - to show important details and/or surface treatments
- Photo simulation
- Timeline and schedules
- Budget estimates
- Maintenance

STRATEGIC VISION:

8A. Public Well-Being: Increase opportunities for physical, recreational, and cultural activities.

FISCAL IMPACT:

This public art installation will provide economic development such as attracting outside investment and driving tourism.

FUNDING AVAILABLE:

One Time General Fund Surplus Funds (FY 2020-21), Resolution 2022-102

43199000.77020 - \$500,000

Project String GFCP-22011

DANIEL BORUP SCULPTOR

Sculpture Project at State Rt 99 & Turner

426 Walnut Street
Shelley, ID. 83274

208-497-2250

daniel@danielborup.com

www.danielborup.com

To the Selection Committee,

Thank you for this opportunity to submit to create artwork for the city of Lodi. I am excited about this project because I feel my work and expertise can greatly benefit this project.

My piece is titled “Messis Copiosa” which is latin for A Bountiful Harvest. I have included digital rendering images with this letter. These renderings depict a woman with a flowing dress, and in the gesture of walking forward after harvesting grapes. As the title suggests, this sculpture celebrates and honors the rewards of patience and cultivation needed to achieve a bountiful harvest. The figure in this sculpture is a personification of gratitude and prosperity. She holds a basket full of grapes and wears a laurel of grape leaves on her head.

I have included different budgets for different sizes for this piece at 14, 12, and 10 feet tall.

I am a traditional representational sculptor. Bronze will be a great material for this project as it is strong and durable and lasts well in any kind of weather. It is also a classic material for public art and holds up extremely well to viewer interaction.

I have experience with several Public Works as evidenced in my resume. I have also been a finalist for various public art sculptures and have created in-depth proposals with renderings, scale models, and itemized budgets. Working with stakeholders, I have created public art for Libraries, Parks, Roundabouts, Schools, City Halls, Fire Stations, and Police Stations. Each piece has been created on time and within budget.

I make it a point to include a community engagement element to every public work I undertake. Presenting to media outlets and local community groups helps raise awareness of the art project and inspire future makers and patrons of art as well as boosting morale and encouraging activity at the specific location.

Aiming to convey the goals of each selection committee, I am willing to hear what preferences they have and adapt my design as necessary. I am eager to use my experience and expertise to create a proposal and ultimately see my sculpture become a reality. Thank you for considering my application. I look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Daniel G. Borup". The signature is fluid and cursive, with a stylized flourish at the end.

Daniel Borup
daniel@danielborup.com
www.danielborup.com
208-497-2250

14 Feet Tall

Artist Fee	\$75,000.00
Labor	\$265,000.00
Installation & Permits	\$10,000.00
Foundry/Bronzing	\$85,000.00
Clay	\$1,000.00
Armature Fabrication	\$2,000.00
Misc Supplies	\$2,000.00
Travel and Shipping	\$7,000.00
Engineer Fee	\$2,000.00
Contingency	\$50,000.00
Insurance	\$1,000.00
Total	\$500,000.00

12 Feet Tall

Artist Fee	\$75,000.00
Labor	\$242,000.00
Installation & Permits	\$10,000.00
Foundry/Bronzing	\$70,800.00
Clay	\$800.00
Armature Fabrication	\$1,700.00
Misc Supplies	\$1,700.00
Travel and Shipping	\$7,000.00
Engineer Fee	\$2,000.00
Contingency	\$45,000.00
Insurance	\$1,000.00
Total	\$457,000.00

10 Feet Tall

Artist Fee	\$75,000.00
Labor	\$221,000.00
Installation & Permits	\$10,000.00
Foundry/Bronzing	\$59,000.00
Clay	\$600.00
Armature Fabrication	\$1,500.00
Misc Supplies	\$1,500.00
Travel and Shipping	\$7,000.00
Engineer Fee	\$2,000.00
Contingency	\$42,000.00
Insurance	\$1,000.00
Total	\$420,600.00

Daniel Borup

426 Walnut Street
Shelley, Idaho
daniel@danielborup.com
208-497-2250
danielborup.com



Nationally Recognized Sculptor, Daniel Borup, enjoys sculpting figures of all kinds including people and animals and also abstract inspiring artwork. Years of work and development has awarded Daniel with honors and awards such as creating public art sculptures and memorials for various locations throughout the country. In addition to sculpting, Daniel loves to teach art and help others cultivate their own creative skills and passions. Much of the work Daniel creates is inspired by the relationships he has with his family and students.

Commissioned / Public Artwork

Beirut Bombing Memorial — Capitol Complex, Tallahassee, FL — Current Project
Mountainland Technical College — Payson, UT — Current Project
Brandon Library Sculpture — Hillsborough County, FL — Current Finalist
Ceres harvesting fruit — Roundabout Sculpture— Hillsborough County, FL — Current Project
Florida Space Exploration Monument — Capitol Complex, Tallahassee, FL — 2025
Lady Justice — Alachua County, FL. Court Complex — Finalist — 2025
Mountainland Technical College — Heber City, UT — Finalist — 2025
Grenville Dodge portrait sculpture — Rock Springs, WY — 2024
Archibald Blair portrait sculpture — Rock Springs, WY — 2024
Joe Vandal Sculpture — University of Idaho, Moscow ID — Finalist — 2024
Fred Gray Statue — Alabama State Bar Building — Montgomery, AL — Finalist — 2024
Dorothy Height Relief Sculpture — Dorothy Height Elementary, Washington DC — Finalist — 2023
Eaton Public Library Sculpture — Eaton, CO — 2023
A Puzzling Escape — Artspot Sculpture — Jackson Hole, WY —2022
Dean Goodsell Relief Portrait — Goodsell Elementary — Shelley, ID — 2022
Mountainland Technical College Sculpture — Lehi, UT. — Finalist — 2021
Skilled Nursing Facility — Buffalo, WY — Finalist —2020
All In: Another Day at the Office — Fire Station #6 — Meridian, ID — 2020
Chief Joseph Portrait Bust — Chief Joseph Elementary School of the Arts, Meridian ID — 2020
Every Day a Double Header — Little League Baseball fields, Saint Anthony, ID — 2019
Nellie Bly Memorial —Roosevelt Island, NY — Finalist — 2019
Public Safety Memorial — Cedar Park, TX — 2018
Susan B. Anthony Statue — Adams MA — Finalist — 2018
Pillars of Ashton, Pocket Park Sculpture — Ashton, ID — 2018
Fire Station #3, Public Sculpture — Ogden, UT — 2017
Out on the Town, Public Sculpture — Meridian City Hall — Meridian ID — 2016
John F. Shelley Bust — Shelley City Hall, Shelley, ID — 2015
Dance, Public Mural — Elite Dance Studio, Shelley, ID — 2014
Youth Splatter Painting Public Art Project — Idaho Falls Arts Council — Idaho Falls, ID — 2014
Octopus, Public Mural — Shelley Public Pool, Shelley, ID. — 2013
Framework Of Society, Public Mural — Farmers Insurance Building, Shelley ID — 2013
Together We Fly, Public Mural — Brinkman Park, Shelley, ID — 2012
Splash, Public Sculpture — Summit County Public Library, Coalville, UT — 2012

Associations

National Sculpture Society, Bingham Arts Council, Art Museum of Eastern Idaho, Idaho Art Education Association

Artist Residency

Idaho Art Lab, Saint Anthony Idaho — April 2014, March 2015, March 2016, February 2017, February 2018, April 2019, February 2020

Education/Work/Teaching Experience

Ambassador — National Sculpture Society | Idaho Chapter 2020 — Current
College Adjunct Sculpture Teacher — BYU-Idaho — January 2023 - Current
Board Member — Bingham Arts Council — Bingham County, Idaho — 2020 - Current
Gallery Artist — CJ Gallery — Blackfoot, Idaho — November 2019 - Current
Art Teacher — Shelley High School, Shelley Idaho — 2009 - 2024
Beginning Art, Advanced Art, Pottery & Sculpture, Advanced Sculpture
Instructor — Art Association of Jackson Hole — Jackson, Wyoming — March 2016, October 2018, June 2019
Keynote Speaker — Idaho Art Education Association — Spring Conference — May 2019
Artist Presenter — Big Art Expo, Idaho Art Lab — Saint Anthony, Idaho — Triannual for the past 6 years
TED Speaker — TEDx Idaho Falls — Idaho Falls, Idaho — February 2017
Utah Arts Festival — Salt Lake City, Utah — June 2016
Artist - Art Fair Jackson Hole — Jackson, Wyoming — July 1015
Idaho Falls Arts Council, Planet Arts Teacher — Idaho Falls, Idaho — June & July 2014
Idaho Falls Arts Council, Planet Arts Teacher — Idaho Falls, Idaho — June & July 2013
Pottery/Sculpture Teacher — Personal Studio, Shelley Idaho — January 2011 - Current
Pottery/Sculpture Online Shop — Esty.com — June 2010 — Current
Spoti Gallery Docent — BYU-Idaho Campus — 2008-2009 Education
Brigham Young University-Idaho, Rexburg Idaho
B.S. Art Education—Minor in English Education Graduation: April 2009

Selected Exhibitions / Awards

Solo Exhibition — August - September 2021 — Art Museum of Eastern Idaho
Featured Artist Exhibit — August 2021 — CJ Gallery, Blackfoot ID
Alexa Rose Foundation Grant — June 2020 — Treasure Valley, Idaho
Colonial Theater Centennial Exhibition — November-December 2019 — Carr Gallery, Idaho Falls, Idaho
Richard McDermott Miller Modeling Competition — June 2018 — Brookgreen Gardens, SC
Exhibit with Dan Lewis — October 2017 — Gate City Fine Art Gallery — Pocatello, Idaho
Museum Artists Exhibit — January 2017 — Art Museum of Eastern Idaho
Selected Artist in the 2010, 2012, 2013, 2014, 2015, 2016 and 2019 Carr Gallery Juried Art Exhibitions
Carr Gallery — Solo Exhibition — November 2015 - January 2016 — Idaho Falls, Idaho
Eastern Idaho Fair — Best in Show — Professional Division — 2015
Eastern Idaho Fair — First Place and Judges Award — Professional Division — 2014
Church History Museum — Salt Lake City, Utah
Winner of the Merit Award for the 2012 International LDS Art Competition

References

Hillary Blackstone
Former City of Meridian Arts & Culture Specialist
Address: 650 West State St.
Boise, ID. 83702
Email: hblackstone@sde.idaho.gov
Phone: (208) 891-9691

Shan Watkins
Art Task Force Committee
Address: 327 Elm Ave.
Eaton CO. 80615
Email: srwatkins88@gmail.com
Phone: (970) 324-7605

Keith Walker
Co-Chairman St. Anthony Rotary Club Art Project
Address: 2794 North River Rd.
St. Anthony ID. 83445
Email: henryfork@myidahomail.com
Phone: (208) 251-9099

David Tate
Rock Springs Community Chest
Address: 1020 Lee St.
Rock Springs, WY 82901
Email: dmtate2@msn.com
Phone: 307-362-5978

















Artist: Daniel Borup
Title: A Hero's Journey
Medium: Bronze
Dimensions: Life Size
Location: Eaton Public Library, Eaton, Colorado



Artist: Daniel Borup
Title: A Hero's Journey
Medium: Bronze
Dimensions: Life Size
Location: Eaton Public Library



Artist: Daniel Borup
Title: Every Day a Double Header
Medium: Bronze
Dimensions: Life Size
Location: Saint Anthony, Idaho



Artist: Daniel Borup
Title: Florida Space Exploration Monument
Medium: Bronze
Dimensions: 34.25" x 24.75"
Location: Capitol Complex, Tallahassee, FL



Artist: Daniel Borup
Title: Archibald Blair
Medium: Bronze
Dimensions: Life Size 24" x 12" x 7"
Location: Rock Springs, Wyoming



Artist: Daniel Borup
Title: Grenville Dodge
Medium: Bronze
Dimensions: Life Size 24" x 12" x 7"
Location: Rock Springs, Wyoming



Artist: Daniel Borup
Title: Bearers of the Maltese Cross
Medium: Aluminum
Dimensions: 8' x 12'
Location: Fire Station #3, Ogden Utah



Artist: Daniel Borup
Title: Public Safety Memorial
Medium: Bronze
Dimensions: Life Size
Location: Cedar Park, Texas



Artist: Daniel Borup
Title: Public Safety Memorial
Medium: Bronze
Dimensions: Life Size
Location: Cedar Park, Texas



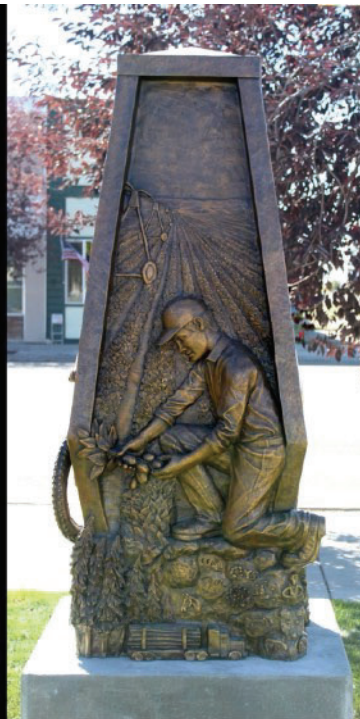
Artist: Daniel Borup
Title: Pillars of Ashton
Medium: Bronze
Dimensions: 6' x 2.5' x 2.5'
Location: Ashton, Idaho



Facing North



Facing West



Facing South



Facing East

Artist: Daniel Borup
Title: Out on the Town
Medium: Bronze
Dimensions: Life Size
Location: City Hall, Meridian, Idaho



RESOLUTION NO. 2025-

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING LODI ARTS COMMISSION'S RECOMMENDATION TO SELECT ARTIST DANIEL BORUP'S CONCEPTUAL DESIGN TITLED "MESSIS COPIOSA" FOR THE ART INSTALLATION PROJECT AT STATE ROUTE 99 AND TURNER ROAD AND AUTHORIZING CITY MANAGER EXECUTE AN AGREEMENT WITH ARTIST FOR THE DESIGN, FABRICATION AND INSTALLATION OF THE ART IN A FORM APPROVED BY THE CITY ATTORNEY (NOT TO EXCEED \$500,000)

WHEREAS, Lodi City Council appropriated \$500,000 for an art installation at State Route 99 and Turner Road at its April 20, 2022, meeting; and

WHEREAS, the art installation project will be located in the round-a-bout within the constructed interchange improvements at State Route 99 and Turner Road; and

WHEREAS, the Lodi Arts Commission engaged artists to commission the artwork by releasing a call to artists on June 15, 2023; and

WHEREAS, the Lodi Arts Commission selected and recommended to the City Council, Artist Skyler Dietze's conceptual design titled "Fruits of Our Labor" however a contract could not be negotiated; and

WHEREAS, the Lodi Arts Commission reviewed previous art concept submissions and at its July 9, 2025 meeting selected Artist Daniel Borup's conceptual design titled "Messis Capiola"; and

WHEREAS, upon City Council's approval of selected Artist and design, the City shall enter into an agreement with the Artist, in a form approved by the City Attorney, for the design, fabrication and installation of the artwork.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does approve the Lodi Arts Commission's recommendation to select Artist Daniel Borup's conceptual design titled "Messis Capiola" for the art installation project at State Route 99 and Turner Road and authorize City Manager execute an agreement with Artist for the design, fabrication and installation of the art in a form approved by the City Attorney for a not to exceed amount of \$500,000; and

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

Dated: October 1, 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 October 1, 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 Repealing Traffic Resolution No. 25-100, and Reenacting the Complete, Current Version of the Traffic Resolution Hereby Approving the Modification of Zone C Residential Permit Parking Restricted Hours from 10:00 am to 11:00 am and from 1:30 pm to 2:30 pm; Zone D Residential Permit Parking Restricted Hours from 10:00 am to 11:00 am and from 12:30 pm to 2:30 pm; and Amend Zone C Permit Parking Area to Include the West Side of Pacific Avenue from Elm Street to 110 Feet South of Elm Street (PW)

MEETING DATE:

October 1, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Adopt a Resolution Repealing Traffic Resolution No. 25-100, and Reenacting the Complete, Current Version of the Traffic Resolution Hereby Approving the Modification of Zone C Residential Permit Parking Restricted Hours from 10:00 am to 11:00 am and from 1:30 pm to 2:30 pm; Zone D Residential Permit Parking Restricted Hours from 10:00 am to 11:00 am and from 12:30 pm to 2:30 pm; and Amend Zone C Permit Parking Area to Include the West Side of Pacific Avenue from Elm Street to 110 Feet South of Elm Street.

BACKGROUND INFORMATION:

Residential permit parking zones are established to restrict on-street parking during designated hours unless a valid permit is displayed. Zones C and D were established in the areas surrounding Lodi High School and Tokay High School to discourage students and staff from parking in front of residential properties for extended hours.

Zone C, located near Lodi High School, currently restricts parking between the hours of 9:00 a.m. and 10:00 a.m., and from 12:30 p.m. to 1:30 p.m. on Walnut Street and Oak Street between Ham Lane and Pacific Avenue, Wellington Way, and on the east side of Pacific Avenue between Walnut Street and Elm Street (Exhibit A).

Zone D, located near Tokay High School, currently restricts parking between 9:00 a.m. and 10:00 a.m., and from 12:30 p.m. to 2:30 p.m. on the north side of Century Boulevard from Scarborough Drive to 200 feet west of Scarborough Drive, on the south side of Century Boulevard from Scarborough Drive to Ham Lane, and on Dartmoor Circle (Exhibit B).

Recently, both high school bell schedules were modified in response to new State laws requiring later school start times. With the new bell schedule shifting the lunch and dismissal times, staff and students would be able to park on-street for extensive periods which negates the intent of the current permit parking restrictions. To address this issue staff recommends revising the restricted parking hours. The new proposed restrictions for Zone C will be from 10:00 a.m. to 11:00 a.m. and from 1:30 p.m. to 2:30 p.m., for those without a valid Zone C permit. For Zone D, the revised hours will be from 10:00 a.m. to 11:00 a.m. and from 12:30 p.m. to 2:30 p.m.,

COUNCIL COMMUNICATION

for those without a valid Zone D permit.

Staff sent out notification letters to residents in the Zone C and D areas that outlined the proposed, revised hours and asked them to contact staff with any questions or concerns. One resident residing on the southwest corner of Elm Street and Pacific Avenue requested that their frontage be included within the Zone C permit area. Staff researched and confirmed that the 110-foot segment south of Elm Street was not included in the Zone C boundaries when it was originally established and approved by Council in 1990. Subsequent site visits confirmed that street parking was occupied during the school hours. Based on the request from the resident and site visits, staff recommends amending the Zone C permit parking boundary to include the additional 110' of frontage on the west side of Pacific Avenue.

A follow-up letter has been mailed to affected residents to inform them of the proposed enforcement start date if approved by Council.

Staff recommends adopting a resolution repealing Traffic Resolution No. 25-100, and reenacting the complete, current version of the Traffic Resolution Hereby Approving the Modification of Zone C Residential Permit Parking Restricted Hours from 10:00 am to 11:00 am and from 1:30 pm to 2:30 pm; Zone D Residential Permit Parking Restricted Hours from 10:00 am to 11:00 am and from 12:30 pm to 2:30 pm; and Amend Zone C Permit Parking Area to include the west side of Pacific Avenue from Elm Street to 110 feet south of Elm Street.

STRATEGIC VISION:

5E. Infrastructure: Proactive infrastructure development for Sphere of influence & growth areas.

FISCAL IMPACT:

Normal maintenance only.

FUNDING AVAILABLE:

Funding for the sign installation is from the Street Maintenance Account (30156002), totaling approximately \$3,500.



RESIDENTIAL PERMIT PARKING ZONE C - LODI HIGH SCHOOL AREA

Proposed Parking Restriction - 10 to 11am and 1:30 to 2:30pm



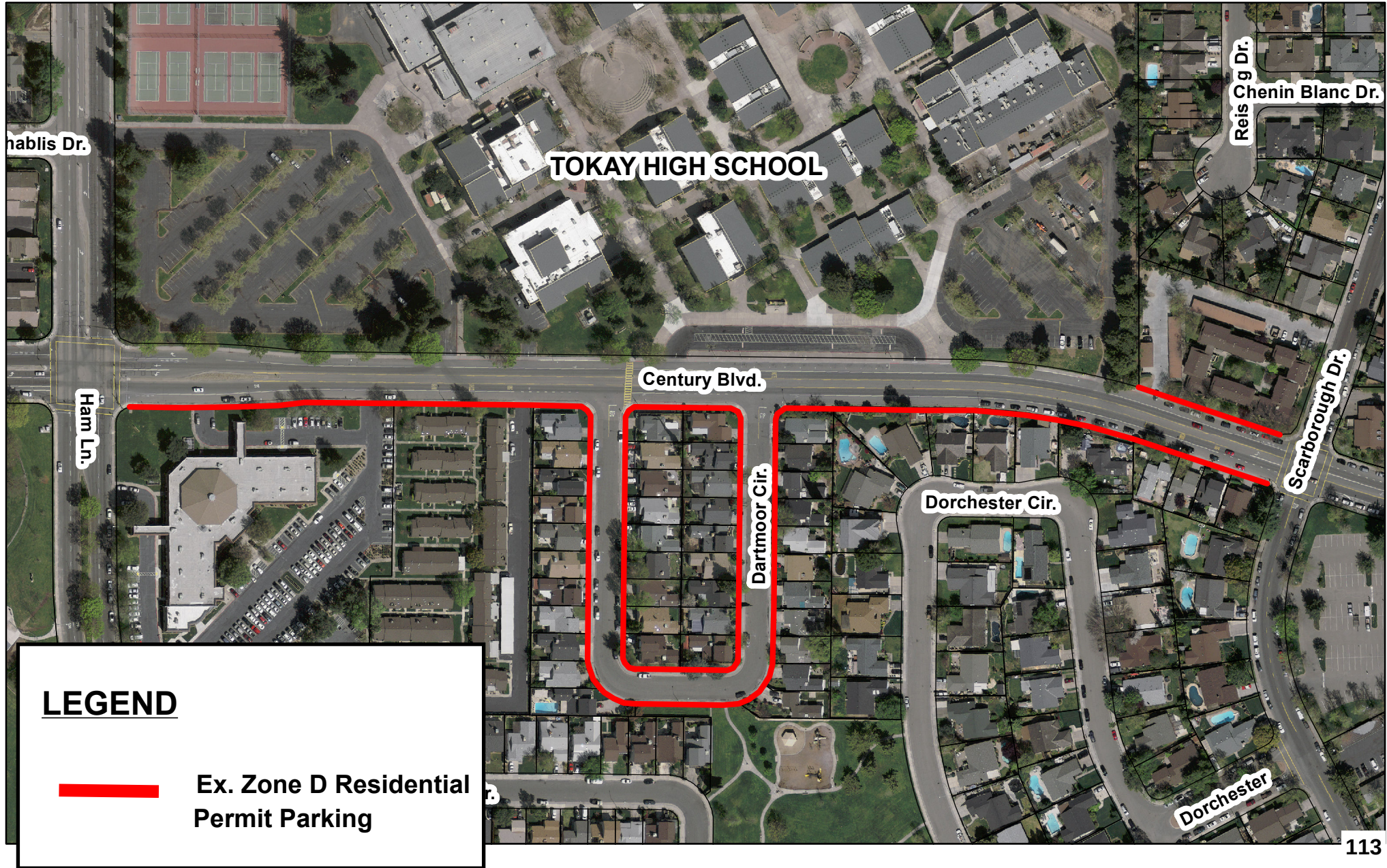


RESIDENTIAL PERMIT PARKING ZONE D - TOKAY HIGH SCHOOL AREA

EXHIBIT B



Proposed Parking Restriction - 10 to 11am and 12:30 to 2:30pm



TRAFFIC RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI REPEALING TRAFFIC RESOLUTION NO. 2025-100, AND REENACTING THE COMPLETE, CURRENT, VERSION OF THE TRAFFIC RESOLUTION HEREBY APPROVE THE MODIFICATION OF ZONE C RESIDENTIAL PERMIT PARKING RESTRICTED HOURS FROM 10:00 AM TO 11:00 AM AND FROM 1:30 PM TO 2:30 PM; ZONE D RESIDENTIAL PERMIT PARKING RESTRICTED HOURS FROM 10:00 AM TO 11:00 AM AND FROM 12:30 PM TO 2:30 PM; AND AMEND ZONE C PERMIT PARKING AREA TO INCLUDE THE WEST SIDE OF PACIFIC AVENUE FROM ELM STREET TO SOUTH 110 FEET.

WHEREAS, the Lodi City Council has adopted Lodi Municipal Code (“LMC”) Title 10 – Vehicles and Traffic, which calls for various traffic restrictions to be adopted by resolution as stated in LMC Section 10.16.010 (“Traffic Resolution”); and

WHEREAS, in accordance with LMC Section 10.16.010, the Public Works Director may find that amendments to the Traffic Resolution are necessary to improve efficiency, comply with state law and local regulations, or address safety issues; and

WHEREAS, staff recommends that the City Council repeal and replace the prior Traffic Resolution No. 2025-100, and adopt the current proposed Traffic Resolution.

THEREFORE, BE IT RESOLVED that the prior Traffic Resolution No. 2025-100, is repealed in its entirety, and hereby replaced and reenacted with all current provisions in the Traffic Resolution and adjustment of Zone C Residential Permit Parking restricted hours to 10:00 am to 11:00 am and 1:30 pm to 2:30 pm, Zone D Residential Permit Parking restricted hours from 10:00 am to 11:00 am and from 12:30 pm to 2:30 pm and amend Zone C Permit Parking Area to include the west side of Pacific Avenue from Elm Street to south 110 feet.

Section 1 - One-Way Streets and Alleys

The streets or portions of streets or alleys in this City hereinafter listed are hereby defined and established as one-way streets:

A. Streets

- Lee Avenue from Lodi Avenue to Locust Street - southbound
- Pleasant Avenue from Lodi Avenue to Pine Street and from Locust Street to Lockeford Street - northbound
- Washington Street from Poplar Street to Concord Street - southbound

B. Alleys

- North-south alleys between School Street and Sacramento Street from Elm Street to Lodi Avenue shall be southbound except the alley between Oak Street and Walnut Street; and the alley between Lodi Avenue and Walnut Street
- East-west alleys between Lockeford Street and Lodi Avenue from School Street to Church Street shall be westbound
- East-west alleys between Lockeford Street and Locust Street from Sacramento Street to School Street shall be westbound

- East-west alleys between Locust Street and Lodi Avenue from Sacramento Street to School Street shall be eastbound except 160 feet west of Sacramento Street on the alley between Lodi Avenue and Walnut Street
- East-west alley between Oak Street and Walnut Street from Church Street to Pleasant Avenue shall be westbound

Section 2 - Through Streets, Stop Intersections, and Yield Intersections

A. The streets or portions of streets, intersections, or entrances thereto listed in Sections 2B, 2C, 2D of this resolution are hereby defined and established as through streets, stop intersections, and yield intersections respectively and shall be governed by the appropriate sections of the Vehicle Code. Where through streets intersect, stops shall be as indicated in Section 2C of this resolution. Where no limits are given, through streets extend from City Limit to City Limit or to end of street. Through street limits designated "from" and "to" do not include the cross streets named.

B. Through Streets:

Almond Drive from Stockton Street to Cherokee Lane
 Aspen Grove Drive
 Banyan Drive
 Beckman Road from Turner Road to Kettleman Lane
 Berlanda Lane
 Blossom Drive
 Brandywine Drive from Ham Lane to Hutchins Street
 California Street from Turner Road to Elm Street
 Central Avenue from Pine Street to Kettleman Lane
 Century Boulevard from Lower Sacramento Road to Cherokee Lane
 Century Boulevard from Lower Sacramento Road to its westerly boundary
 Cherokee Lane
 Church Street from Turner Road to Century Boulevard
 Cluff Avenue from Turner Road to Pine Street
 Crescent Avenue from Lodi Avenue to Kettleman Lane
 Elm Street from west City Limit to Cherokee Lane
 Evergreen Drive from north City Limit to south City Limit
 Fairmont Avenue from Lodi Avenue to Kettleman Lane
 Guild Avenue
 Ham Lane from Turner Road to Harney Lane
 Harney Lane
 Hutchins Street from Lockeford Street to south City Limit
 Interlaken Drive from Vine Street to Brittany Lane
 Kettleman Lane
 Lebaron Blvd from Reynolds Ranch Parkway to Olympic Avenue
 Lockeford Street from Mills Avenue to Cluff Avenue
 Lodi Avenue
 Loma Drive from Turner Road to Lockeford Street
 Lower Sacramento Road from north City Limit to south City Limit
 Mills Avenue from Turner Road to south City Limit
 Pine Street from Ham Lane to east City Limit
 Rutledge Drive from Turner Road to Elm Street
 Sacramento Street from Lockeford Street to Turner Road
 Stockton Street from Turner Road to LaBaron Boulevard
 Tienda Drive
 Tokay Street from west City Limit to Cherokee Lane
 Turner Road
 Van Ruiten Drive
 Victor Road

Vine Street from west City Limit to Church Street
 Vineyard Drive from Hutchins Street to Aspen Grove Drive
 Westgate Drive from Kettleman Lane to Century Boulevard
 Westgate Drive from Kettleman Lane to Taylor Road
 Westgate Drive from Lodi Avenue to Vine Street
 Woodhaven Lane from Turner Road to North City Limit

C. Stop Intersections

1. Multi-Way Stop Intersections

<u>Street</u>	&	<u>Street</u>
Beckman Road		Lodi Avenue
Beckman Road		Pine Street
Berlanda Lane		Henri Lane
California Street		Lockeford Street
Central Avenue		Eden Street
Central Avenue		Elm Street
Central Avenue		Pine Street
Central Avenue		Tokay Street
Central Avenue		Vine Street
Century Boulevard		Cherokee Lane
Century Boulevard		Mills Avenue
Century Boulevard		Sage Way
Century Boulevard		Scarborough Drive
Century Boulevard		Westgate Drive
Cherokee Lane*		Pioneer Drive
Church Street		Tokay Street
Crescent Avenue		Pine Street
Crescent Avenue		Tokay Street
Crescent Avenue		Vine Street
Crescent Avenue		Walnut Street
Culbertson Drive		Melby Drive
Eden Street		Garfield Street
Eilers Lane		Lilac Street
Elm Street		California Street
Elm Street		Evergreen Drive
Elm Street		Hutchins Street
Elm Street		Mills Avenue
Elm Street		Sacramento Street
Elm Street		School Street
Elm Street		Stockton Street
Elm Street		Washington Street
Fairmont Avenue		Tokay Street
Fairmont Avenue		Vine Street
Garfield Street		Tokay Street
Guild Avenue		Pine Street
Guild Avenue		Turner Road
Hutchins Street		Pine Street
Interlaken Drive		Grenoble Court
Interlaken Drive		Brittany Court
Lakeshore Drive		Timberlake Circle
LeBaron Boulevard		Olympic Avenue
Lexington Drive		Poppy Lane
Lockeford Street		Stockton Street
Lockeford Street		Mills Avenue
Lodi Avenue		Mills Avenue

<u>Street</u>	&	<u>Street</u>
Mills Avenue		Royal Crest Drive
Mills Avenue		Tienda Drive
Mills Avenue		Tokay Street
Mills Avenue		Vine Street
Mills Avenue		Wyndham Way
Oak Street		Pacific Avenue
Oak Street		Sacramento Street
Oak Street		School Street
Oak Street		Washington Street
Pine Street		Stockton Street
Poplar Street		Washington Street
School Street		Locust Street
School Street		Vine Street
School Street		Walnut Street
Stockton Street		Tokay Street
Tokay Street		Washington Street
Vine Street		Westgate Drive
Walnut Street		Pleasant Avenue
Walnut Street		Sacramento Street
Westgate Drive		Tokay Street

* Multi-way stop was approved and installed by Caltrans on April 12, 2004

2. Two-Way and One-Way Stop Intersections

<u>Street</u>	<u>Stops at</u>	<u>Street</u>
Acacia Street		Washington Street
Avena Avenue		Oak Street
Avena Avenue		Walnut Street
Barcelona Lane		La Jolla Way
Beckman Road		Lockeford Street
Beckman Road		Victor Road
Bloomfield Drive		Concerto Street
Blossom Drive		Oleander Drive
Botticelli Way		Henri Lane
Calaveras Street		Pioneer Drive
Calla Drive		Wisteria Drive
Cammie Lane		Calla Drive
Camrose Street		Alexandria Street
Camrose Street		Charlotte Street
Camrose Street		La Jolla Way
Celebration Drive		Heirloom Avenue
Central Avenue		Locust Street
Century Boulevard		Stockton Street
Chelsea Street		Tokay Street
Chestnut Street		Lee Avenue
Chestnut Street		Pleasant Avenue
Chestnut Street		School Street
Chianti Drive		Fairmont Avenue
Clowe Court		Virginia Avenue (left turn)
Cluff Avenue		Industrial Way
Cluff Avenue		Vine Street
Cornelia Avenue		Ashton Street
Coronado Drive		Barcelona Lane
Crown Place		Lexington Drive
Daisy Avenue		Pleasant Avenue
DeForce Avenue		School Street

Street

Donner Dr
 Eden Street
 Elan Street
 Fairmont Avenue
 Fairmont Avenue
 Fairmont Avenue
 Flora Street
 Garfield Street
 Garfield Street
 Giannoni Way
 Goehring Drive
 Grant Avenue
 Halton Way
 Hilborn Street
 Hilborn Street
 Kirkwood Drive
 Laurel Avenue
 Lee Avenue
 Lee Avenue
 Lincoln Avenue
 Lincoln Avenue
 Live Oak Way
 Locust Street
 Locust Street
 Locust Street
 Locust Street
 Locust Street
 Louie Avenue
 Lower Sacramento Frontage Road
 Lower Sacramento Frontage Road
 Lower Sacramento Frontage Road
 Lyndon Street
 Magnolia Court/Magnolia Lane
 Mahogany Drive
 Mahogany Drive
 Main Street
 Maple Street
 Maple Street
 Melby Drive
 Mission Street
 Oak Street
 Oak Street
 Oak Street
 Oak Street
 Orange Avenue
 Orange Avenue
 Orange Avenue
 Park Street
 Park Street
 Park Street
 Pegasus Drive
 Pegasus Drive
 Pegasus Drive
 Pixley Parkway
 Pleasant Avenue

Stops atStreet

Calaveras Street
 Washington Street
 Oleander Drive
 Locust Street
 Oak Street
 Walnut Street
 Washington Street
 Vine Street
 Locust Street
 Legacy Way
 Wyndham Way
 Louie Avenue
 Valera Avenue
 Garfield Street
 Washington Street
 Ham Lane
 Lake Home Drive
 Oak Street
 Walnut Street
 Daisy Avenue
 Louie Avenue
 Sweetwood Drive
 Crescent Avenue
 Cross Street
 Loma Drive
 Sacramento Street
 School Street
 Pleasant Avenue
 Oxford Way
 Parkwest Drive
 Tejon Street
 Mahogany Drive
 Westbrook Drive
 Lower Sacramento Road
 Blossom Drive
 Locust Street
 Garfield Street
 Washington Street
 Culbertson Drive
 Washington Street
 Crescent Avenue
 Garfield Street
 Main Street
 Washington Street
 Locust Street
 Oak Street
 Walnut Street
 Lee Avenue
 Pleasant Avenue
 School Street
 Ashton Street
 Carrousel Street
 Elegance Street
 Auto Center Drive
 Locust Street

<u>Street</u>	<u>Stops at</u>	<u>Street</u>
Pleasant Avenue		Oak Street
Pollock Way		Henri Lane
Raphael Way		Berlanda Lane
Rose Street		Oak Street
Rose Street		Walnut Street
Scarborough Drive		Wimbledon Drive
Schaffer Drive		Bluejay Way
Sierra Vista Place		Pleasant Avenue
Sunset Drive		Oak Street
Sunset Drive		Walnut Street
Sycamore Street		Pleasant Avenue
Tamarack Drive		Lee Avenue
Tamarack Drive		Pleasant Avenue
Tamarack Drive		School Street
Tienda Drive		Lakeshore Drive
Tokay Street		Elina Street
Valencia Street		Cornelia Avenue
Van Ruiten Drive		Century Boulevard
Vine Street		Sacramento Street
Walnut Street		Main Street
Walnut Street		Sacramento Street
Walnut Street		Washington Street
Washington Street		Locust Street
Wellwood Avenue		Mission Street
Westgate Drive		Taylor Road
Westwood Avenue		Lake Street
Winchester Drive		Wimbledon Drive

D. Yield Intersections

<u>Street</u>	<u>Yields at</u>	<u>Street</u>
Calla Drive		Tulip Way
Cambridge Drive		Pine Street
Carnation Way		Blossom Drive
Clowe Court right turn		Virginia Avenue
Columbia Drive		Calaveras Street
Coloma Street		Stanislaus Street
Cross Street		Lake Street
Daffodil Drive		Primrose Drive
Dorchester Way		Scarborough Drive
Eureka Avenue		Grant Avenue
Eureka Avenue		Lincoln Avenue
Eureka Avenue		Pleasant Avenue
Eureka Avenue		Roper Avenue
Forrest Avenue		Lincoln Avenue
Forrest Avenue		Pleasant Avenue
Forrest Avenue		School Street
Gladiola Drive		Tulip Way
Greenwood Drive		Ham Lane
Larkspur Lane		Primrose Drive
Lloyd Street		Delores Street
Marigold Way		Primrose Drive
Mariposa Way		Cross Street
Murray Street		Calaveras Street
Newport Drive		Lakeshore Drive
Northwood Drive		Maplewood Drive
Olive Court		Lincoln Avenue

<u>Street</u>	<u>Yields at</u>	<u>Street</u>
Olive Court		Pleasant Avenue
Palm Avenue		Grant Avenue
Palm Avenue		Lincoln Avenue
Palm Avenue		Roper Avenue
Ravenwood Way		Coventry Way
Ridge Drive		Aspen Grove Drive
Roper Avenue		Louie Avenue
Springhaven Way		Poppy Lane
Turner Road - eastbound right turn		Lower Sacramento Rd/Woodhaven Lane
Victoria Drive		Crown Place
Village Street		School Street
Walnut Street		Garfield Street
Wildwood Drive		Poppy Lane
Willow Glen Drive		Lakewood Drive
Willow Glen Drive/Edgewood Drive		Edgewood Drive/Midvale Road
Zinnia Way		Calla Drive

Section 3 - Street Parking Restrictions

- A. The Public Works Director shall establish the duration and location of time limited parking restrictions in the Downtown Area and designate areas with appropriate signs and markings in accordance with City policies and applicable laws. The Downtown Area is defined as the area whose boundaries are the same as those for the area subject to the City of Lodi bond issue, Series 1995-1, dated July 22, 1996, Zone A, more particularly described in the bond documents and map on file with the City Clerk's office.
- B. The following portions of streets shall have time limited parking and shall be designated by appropriate signs or markings. Unless otherwise designated, time limits apply between the hours of 9:00 a.m. and 6:00 p.m. except Sundays and holidays.
 1. Fifteen-Minute Parking (green curb)
 - Ham Lane (west side) from Arundel Court to 112 feet north of Arundel Court - two stalls in front of Fire Station #3 (2141 South Ham Lane)
 - Lodi Avenue (north side) from 124 feet east of Hansen Drive to 217 feet east of Hansen Drive - two stalls in front of Fire Station #2 (705 East Lodi Avenue)
 - Tokay Street (south side) from 44 feet east of Sacramento Street to 64 feet east of Sacramento Street - one stall in front of El Tokay Market (10 East Tokay Street)
 - Vine Street (north side) from 265 feet east of Ham Lane – two stalls in front of Fairmont Pharmacy (1121 West Vine Street). Fifteen-minute parking between the hours 9:30 a.m. and 5:30 p.m. except weekends
 2. Thirty-Minute Parking
 - Stockton Street (west side) from the alley south of Locust Street to Locust Street
 - Central Avenue (east side) from 65 feet north of Vine Street to 105 feet north of Vine Street (3 stalls). Thirty-minute parking every day between the hours of 9 a.m. and 5 p.m.
 - Central Avenue (east side) from 170 feet south of Lodi Avenue (1 stall at 314 South Central Avenue). Thirty-minute parking every day between the hours of 8 a.m. and 8 p.m.
 3. One-Hour Parking
 - Century Boulevard (north side) east of Ham Lane – 232 feet (10 spaces) between bus turnout driveways (school days only)

- Lodi Avenue (north side) from Central Avenue to 100 feet west of Central Avenue (4 stalls). One-hour parking every day between the hours of 9 a.m. and 5 p.m.
4. Two-Hour Parking

Pacific Avenue (west side) from 600 feet south of Elm Street to 700 feet south of Elm Street, between the hours of 7:00 a.m. and 6:00 p.m. except Sundays and holidays

Pine Street (north side) from Stockton Street to 97 feet east of Stockton Street

Pine Street (south side) from Stockton Street to 117 feet east of Stockton Street
 5. Four-Hour Parking

(None)
- C. The following portions of streets shall have no parking for the duration indicated and shall be designated by appropriate signs or markings. Unless otherwise designated, this restriction applies every day except Sundays and holidays. The City Manager shall establish the parking restriction duration and designate areas with appropriate signs in accordance with City policies and applicable laws.* (*Applies to parking duration in the vicinity of PCP.)
1. No parking during the following times, every day:

8:00 a.m. to 9:00 a.m.

2:00 p.m. to 3:00 p.m.

Stockton Street (east side) from Vine Street to Tokay Street

Redwood Street from Stockton Street to Washington Street

Maple Street from Stockton Street to Washington Street

Cherry Street from Stockton Street to Washington Street

Vine Street from Stockton Street to Washington Street

(See Permit Parking Area, Zone A)
 2. No parking between 9:00 p.m. and 6:00 a.m., every day:

Laurel Avenue (west side) from Turner Road to 350 feet north of Turner Road

Laurel Avenue (east side) from Turner Road to 465 feet north of Turner Road

Lodi Avenue from Hutchins Street to Stockton Street

Lodi Avenue (north side) from Stockton Street to Washington Street

Lodi Avenue (south side) from Stockton Street to 150 feet west of Washington Street
 3. No parking from 10:00 a.m. to 11:00 a.m. and 1:30 p.m. to 2:30 p.m. on school days only:

Walnut Street from Pacific Avenue to Ham Lane

Oak Street from Pacific Avenue to Ham Lane

Wellington Way

Pacific Avenue (east side) from Walnut Street to 556 feet south of Oak Street and from Oak Street to 70 feet south of Elm Street

Pacific Avenue (west side) from Elm Street south 110 feet

(See Permit Parking Area, Zone C)
 4. No parking from 10:00 a.m. to 11:00 a.m. and 12:30 p.m. to 2:30 p.m. on school days only:

Century Boulevard (north side) from Scarborough Drive to 200 feet west of Scarborough Drive

Century Boulevard (south side) from Scarborough Drive to Ham Lane

Dartmoor Circle

(See Permit Parking Area, Zone D, Dartmoor Circle only)

5. No parking from 6:30 a.m. to 4:30 p.m. on school days only:
Pacific Avenue (east side) from Elm Street to 70 feet south of Elm Street and from Oak Street to 556 feet south of Oak Street
6. No parking from 3:00 a.m. to 7:00 a.m., every day:
Oak Street from Sacramento Street to SPRR
Walnut Street from Sacramento Street to SPRR
7. No parking from 8:00 a.m. to 4:00 p.m. on school days only:
Rose Street (east side) from Walnut Street to 68.5 feet south of Walnut Street
8. No parking from 7:00 a.m. to 6:00 p.m., holidays excepted:
Ham Lane (west side) from 75 feet north of Lodi Avenue to 135 feet north of Lodi Avenue
9. No parking from 9:00 a.m. to 10:00 a.m. and 2:00 p.m. to 3:00 p.m., Monday through Friday:
York Street from 117 feet east of Fairmont Avenue to Crescent Avenue
Windsor Drive from 172 feet east of Fairmont Avenue and Crescent Avenue
Orange Avenue from York Street to Park Street
Park Street from Orange Avenue to Crescent Avenue
(See Permit Parking Area, Zone E)
10. No parking from 10:00 a.m. to 11:30 a.m., Monday through Friday:
Elm Street from Mills Avenue to 105 feet east of Corinth Avenue
Loma Drive from Elm Street to 130 feet north of Locust Street
Locust Street from 150 feet east of Loma Drive to 90 feet west of Loma Drive
(See Permit Parking Area, Zone F)
11. No parking from 10:00 p.m. to 6:00 a.m., Everyday:
Sacramento Street from Turner Road to 180' north De Force Avenue
Daisy Avenue from School Street to Sacramento Street
Forrest Avenue from School Street to Sacramento Street
Louie Avenue from School Street to Sacramento Street
(See Permit Parking Area, Zone G)

- D. The following parking spaces shall be designated as parking for physically handicapped persons and shall be governed by the appropriate sections of the Vehicle Code:
Elm Street west of Church Street, one space on the north side adjacent to Police Department
Pacific Avenue north of Oak Street, one space on the west side
School Street north of Elm Street, one space on the west side adjacent to the alley
Locust Street west of Church Street, two spaces on north side adjacent to library entrance
- E. The City Manager shall establish on-street special Reserved Parking areas, including but not limited to, Vehicle Inspection and/or Emergency Vehicle Parking.
- F. The Public Works Director is authorized to establish reduced no parking and stopping zones adjacent to specific fire hydrants after consultation with the Fire Chief or authorized representative.

- G. The Public Works Director is authorized to establish overnight parking restrictions (between the hours of sunset to sunrise) on an as-needed basis within the area bound by Turner Road to the north, California Traction Company Railroad to the east, Kettleman Lane to the south, and Beckman Road to the west. The parking restrictions shall be designated with the appropriate signs and markings in accordance with City policy and applicable laws. Upon consultation with the Police Chief and prior to establishing the restriction(s) the Public Works Director or designee will coordinate with any affected business to minimize any impacts associated with the designation. The existing truck parking limits in the area will remain unchanged.
- H. The Public Works Director is authorized to establish no parking zone on Harney Lane between, Mills Avenue and City Limit, and on Hutchins Street, between Harney Lane and the south City limits
- I. The Public Works Director is authorized to establish no parking zone on Harney Lane between the easterly City Limits and 450 feet east of Reynolds Ranch Parkway
- J. The Public Work Director is authorized to establish no parking zone within the City Rights of Way to comply with Daylighting Law AB 413 – CVC 22500(n) utilizing appropriate signs and markings in accordance with City policy and applicable laws.

Section 4 – Angle-Parking Areas

The streets or portions of streets in this City hereinafter listed are hereby defined and established as Angle Parking Zones.

Central Avenue (west side) from Cherry Street to Vine Street
 Central Avenue (east side) from Flora Street to Harold Street except three parking stalls at Eden Street
 Central Avenue (west side) from Eden Street to Harold Street except two parking stalls at Eden Street
 Central Avenue (east side) from Vine Street to 130 feet north of Vine Street
 Elm Street, north side from Church Street to Sacramento Street, and south side from School Street to Sacramento Street
 Elm Street (north side), west of Church Street, adjacent to the Police Department
 Hutchins Street (west side) from Oak Street to Walnut Street
 Locust Street, north side from Pleasant Avenue to Sacramento Street, and south side from Lee Avenue to Pleasant Avenue and from Church Street to School Street
 Oak Street, north side from Church Street to Sacramento Street and south side, from Pleasant Avenue to Sacramento Street
 Pine Street, north side from Lee Avenue to Sacramento Street, and south side from Church Street to Sacramento Street
 Sacramento Street (west side) from Lockeford Street to Lodi Avenue, (east side) from Lockeford Street to Elm Street
 Sacramento Street between Lockeford Street to 170 feet north of De Force Avenue
 School Street (east side) from Lockeford Street to Lodi Avenue
 Walnut Street from Church Street to Sacramento Street
 Washington Street (west side) from Walnut Street to Oak Street

Section 5 - Parking Lots

- A. The Public Works Director is authorized to establish time limit parking restrictions in the following City-owned or -operated parking lots:
 - Lot 1 - Parking Lot No. 1, located at the northeast corner of Church Street and Walnut Street (Lot 8 and the west 40 feet of Lot 7, Block 8, City of Lodi)
 - Lot 2 - Parking Lot No. 2, located on the south side of Oak Street between School Street and Church Street (Lot 2, Block 8, City of Lodi)

Lot 3 - Parking Lot No. 3, located at the northeast corner of Church Street and Oak Street (Lot 8, Block 9, City of Lodi)

Lot 4 - Parking Lot No. 4, located on the southeast corner of Church Street and Pine Street (Lot 1 and the west 30 feet of Lot 2, Block 9, City of Lodi)

Elm Street Parking Lot, located north side of Elm Street between School Street and Sacramento Street

Transit Station Parking Structure – located on the northeast corner of Sacramento Street and Pine Street (parking primarily for transit users)

Section 6 - Permit Parking

- A. The following streets or portions of streets are hereby established as preferential parking areas in accordance with the City Traffic Ordinance:

Zone A - South Stockton Street Cannery Area

Stockton Street (east side) from Vine Street to Tokay Street

Redwood Street from Stockton Street to Washington Street

Maple Street from Stockton Street to Washington Street

Cherry Street from Stockton Street to Washington Street

Vine Street from Stockton Street to Washington Street

Vehicles displaying valid Zone A permits are exempt from the street parking restrictions described in Section 3.C.1. of this resolution.

Zone B - Downtown Area

The Public Works Director is authorized to establish Downtown Zone B permit parking areas in accordance with applicable laws and City policies. The Downtown Zone B area is defined as an area whose boundaries are the same as those for the area subject to the City of Lodi bond issue, Series 1995-1, dated July 22, 1996, Zone A, more particularly described in the bond documents and map on file with the City Clerk's office.

Vehicles displaying valid Zone B permits are exempt from the street time-limit parking restrictions established per Section 3 of this resolution and may park in the permit parking lots described in Section 5 of this resolution. The Public Works Director shall determine the locations for this exemption and shall designate appropriately.

Zone C - Lodi High School Area

Walnut Street from Pacific Avenue to Ham Lane

Oak Street from Pacific Avenue to Ham Lane

Wellington Way

Pacific Avenue (east side) from Walnut Street to 556 feet south of Oak Street and Oak Street to 70 feet south of Elm Street

Pacific Avenue (west side) from Elm Street south 110 feet

Vehicles displaying valid Zone C permits are exempt from the street parking restrictions described in Section 3.C.3. of this resolution.

Zone D - Tokay High School Area

Dartmoor Circle

Vehicles displaying valid Zone D permits are exempt from the street parking restrictions described in Section 3.C.4. of this resolution.

Zone E – Lodi Memorial Hospital Area

York Street from 117 feet east of Fairmont Avenue to Crescent Avenue

Windsor Drive from 172 feet east of Fairmont Avenue and Crescent Avenue
Orange Avenue from York Street to Park Street
Park Street from Orange Avenue to Crescent Avenue

Vehicles displaying valid Zone E permits are exempt from the street parking restrictions described in Section 3.C.9. of this resolution.

Zone F – Reese Elementary School Area

Elm Street from Mills Avenue to 105 feet east of Corinth Avenue
Loma Drive from Elm Street to 130 feet north of Locust Street
Locust Street from 150 feet east of Loma Drive to 90 feet west of Loma Drive

Vehicles displaying valid Zone F permits are exempt from the street parking restrictions described in Section 3.C.10. of this resolution.

Zone G – Sacramento Street Area

Sacramento Street from Turner Road to 180' north De Force Avenue
Daisy Avenue from School Street to Sacramento Street
Forrest Avenue from School Street to Sacramento Street
Louie Avenue from School Street to Sacramento Street

Vehicles displaying valid Zone G permits are exempt from the street parking restrictions described in Section 3.C.11. of this resolution.

B. Permits shall be issued to qualified applicants upon payment of fees as described below.

Zone A - South Stockton Street Cannery Area

Qualification - Parking permits may be issued for vehicles only upon application of a legal resident of property adjacent to a street within the residential permit parking area who has a motor vehicle registered in his or her name or has a motor vehicle for his or her exclusive use and under his or her control.

Proof of residency and motor vehicle ownership or vehicle use and control shall be demonstrated in a manner determined by the Finance Director.

Term - Zone A permits shall remain effective for a period of three calendar years or fractions thereof, beginning June 1, 1986, or so long as the applicant continues to reside in a qualified dwelling unit for such permit or until the preferential-parking zone, for which such permit was issued, is eliminated, whichever period of time is less.

Fee - The Finance Director shall collect a fee of \$5.50 for each original permit issued and for each renewal permit issued. Fees are payable for three-calendar-year periods of time only and will not be prorated for lesser periods of time.

Zone B - Downtown Area

Qualification - Parking permits may be issued to individuals or businesses in a number and manner as determined by the Finance Director.

Term - Zone B permits shall be issued quarterly or fractions thereof beginning in January, April, July, and October.

Fee - The Finance Director shall collect a fee of \$15.00 per quarter for each permit issued. Fees shall be prorated by month for lesser of time; however, no refunds shall be issued for portions of a quarter.

Zone C - Lodi High School Area

Qualification - Parking permits may be issued for vehicles only upon application of a legal resident of property adjacent to a street within the residential permit parking area who has a motor vehicle registered in his or her name or has a motor vehicle for his or her exclusive use and under his or her control.

Proof of residency and motor vehicle ownership or vehicle use and control shall be demonstrated in a manner determined by the Finance Director.

Term - Zone C permits shall remain effective for a period of three calendar years or fractions thereof, or so long as the applicant continues to reside in a qualified dwelling unit for such permit or until the preferential parking zone for which such permit was issued is eliminated, whichever period of time is less.

Fee - The Finance Director shall collect a fee of \$5.50 for each original permit issued and for each renewal permit issued. Fees are payable for three-calendar-year periods of time only and will not be prorated for lesser periods of time.

Zone D - Tokay High School Area

Qualification - Parking permits may be issued for vehicles only upon application of a legal resident of property adjacent to a street within the residential permit parking area who has a motor vehicle registered in his or her name or has a motor vehicle for his or her exclusive use and under his or her control.

Proof of residency and motor vehicle ownership or vehicle use and control shall be demonstrated in a manner determined by the Finance Director.

Term - Zone D permits shall remain effective for a period of three calendar years or fractions thereof, or so long as the applicant continues to reside in a qualified dwelling unit for such permit or until the preferential parking zone for which such permit was issued is eliminated, whichever period of time is less.

Fee - The Finance Director shall collect a fee of \$5.50 for each original permit issued and for each renewal permit issued. Fees are payable for three calendar year periods of time only and will not be prorated for lesser periods of time.

Zone E – Lodi Memorial Hospital Area

Qualification - Parking permits may be issued for vehicles only upon application of a legal resident of property adjacent to a street within the residential permit parking area who has a motor vehicle registered in his or her name or has a motor vehicle for his or her exclusive use and under his or her control.

Proof of residency and motor vehicle ownership or vehicle use and control shall be demonstrated in a manner determined by the Finance Director.

Term - Zone E permits shall remain effective for a period of three calendar years or fractions thereof, or so long as the applicant continues to reside in a qualified dwelling unit for such permit or until the

preferential parking zone for which such permit was issued is eliminated, whichever period of time is less.

- Fee - The Finance Director shall collect a fee of \$5.50 for each original permit issued and for each renewal permit issued. Fees are payable for three calendar year periods of time only and will not be prorated for lesser periods of time.

Zone F – Reese Elementary School Area

Qualification - Parking permits may be issued for vehicles only upon application of a legal resident of property adjacent to a street within the residential permit parking area who has a motor vehicle registered in his or her name or has a motor vehicle for his or her exclusive use and under his or her control.

Proof of residency and motor vehicle ownership or vehicle use and control shall be demonstrated in a manner determined by the Finance Director.

Term - Zone F permits shall remain effective for a period of three calendar years or fractions thereof, or so long as the applicant continues to reside in a qualified dwelling unit for such permit or until the preferential parking zone for which such permit was issued is eliminated, whichever period of time is less.

- Fee - The Finance Director shall collect a fee of \$5.50 for each original permit issued and for each renewal permit issued. Fees are payable for three calendar year periods of time only and will not be prorated for lesser periods of time.

Zone G – Sacramento Street Area

Qualification - Parking permits may be issued for vehicles only upon application of a legal resident of property adjacent to a street within the residential permit parking area who has a motor vehicle registered in his or her name or has a motor vehicle for his or her exclusive use and under his or her control.

Proof of residency and motor vehicle ownership or vehicle use and control shall be demonstrated in a manner determined by the Public Works Director.

Term - Zone G permits shall remain effective for a period of three calendar years or fractions thereof, or so long as the applicant continues to reside in a qualified dwelling unit for such permit or until the preferential parking zone for which such permit was issued is eliminated, whichever period of time is less.

- Fee - There are no fees associated with this permit.

Section 7 - Speed Limits

In accordance with the provisions of the Traffic Ordinance, speed limits are hereby established on the following streets:

NAME OF STREET	PORTION AFFECTED	SPEED LIMIT (MPH)
Almond Drive	West City Limit - Cherokee Lane	30

Auto Center Drive	Beckman Road to Guild Avenue	40
Beckman Road	Kettleman Lane to Lodi Avenue	45
Beckman Road	Lodi Avenue to Victor Road	35
Beckman Road	Lockeford Street to Turner Road	35
Brandywine Drive	Ham Lane to Hutchins Street	30
California Street	Oak Street to Lockeford Street	25
California Street	Lockeford Street to Turner Road	30
Central Avenue	Kettleman Lane to Vine Street	35
Central Avenue	Vine Street to Railroad Avenue	25
Century Boulevard	West City Limit to Lower Sacramento Road	35
NAME OF STREET	PORTION AFFECTED	SPEED LIMIT (MPH)
Century Boulevard	Lower Sacramento Road to Ham Lane	40
Century Boulevard	Ham Lane to Hutchins Street	35
Century Boulevard	Hutchins Street to Church Street	30
Century Boulevard	Stockton Street to Cherokee Lane	40
Cherokee Lane	South City Limit to Kettleman Lane	45
Cherokee Lane	Kettleman Lane to Tokay Street	40
Cherokee Lane	Tokay Street to Victor Road	35
Cherokee Lane	Victor Road to Pioneer Drive	40
Church Street	Century Boulevard to Tokay Street	35
Church Street	Tokay Street to Lockeford Street	30
Church Street	Lockeford Street to Turner Road	30
Cluff Avenue	Lodi Avenue to Victor Road	35
Cluff Avenue	Victor Road to Turner Road	40
Crescent Avenue	Kettleman Lane to Tokay Street	35
Crescent Avenue	Lodi Avenue to Tokay Street	30
Eilers Lane	Woodhaven Lane to Lower Sacramento Road	30
Elm Street	Evergreen Drive to Hutchins Street	35
Elm Street	Hutchins Street to Cherokee Lane	25
Evergreen Drive	Paradise Drive to Turner Road	30
Guild Avenue	Auto Center Drive to Victor Road	40
Guild Avenue	Victor Road to Turner Road	45
Ham Lane	Century Boulevard to Vine Street	40
Ham Lane	Harney Lane to Century Boulevard	35
Ham Lane	Lodi Avenue to Turner Road	35
Ham Lane	Vine Street to Lodi Avenue	40
Harney Lane	West City Limit to Ham Lane	45
Harney Lane	Ham Lane to East City Limit	40
Holly Drive	Mills Avenue to California Street	30
Hutchins Street	Harney Lane to Kettleman Lane	45
Hutchins Street	Kettleman Lane to Lodi Avenue	35
Hutchins Street	Lockeford Street to California Street	25
Hutchins Street	Lodi Avenue to Lockeford Street	30
Industrial Way	Beckman Road to Guild Avenue	40
Kettleman Lane	Beckman Road (north) to East City Limit	45
Kettleman Lane	Highway 99 Northbound On Ramp to Beckman Road (north)	35
Lebaron Boulevard	Stockton Street to Reynolds Ranch Parkway	25 (SZ)*
Lockeford Street	150 feet east of Stockton Street to East City Limit	35
Lockeford Street	Church Street to 150 feet east of Stockton Street	30
Lockeford Street	Mills Avenue to Church Street	30
Lodi Avenue	Cherokee Lane to East City Limit	35
Lodi Avenue	Ham Lane to Cherokee Lane	30
Lodi Avenue	West City Limit to Rose Gate Drive	45
Lodi Avenue	Rose Gate Drive to Ham Lane	40

Loma Drive	Elm Street to Lockeford Street	25
Loma Drive	Lockeford Street to Turner Road	30
Lower Sacramento Road	South City Limits to 1,300 feet south of Kettleman Lane	50
Lower Sacramento Road	1,300 feet south of Kettleman Lane to Turner Road	45
Lower Sacramento Road	Turner Road to North City Limit	35
Mills Avenue	Harney Lane to Turner Road	30
Pine Street	Beckman Road to Guild Avenue	35
Pine Street	Cherokee Lane to Beckman Road	25
NAME OF STREET	PORTION AFFECTED	SPEED LIMIT (MPH)
Pine Street	Church Street to Stockton Street	25
Pine Street	Guild Avenue to East City Limit	40
Pine Street	Ham Lane to Church Street	30
Pine Street	Stockton Street to Cherokee Lane	30
Pixley Parkway	Kettleman Lane to Auto Center Drive	35
Reynolds Ranch Parkway	Harney Lane to South City Limits	35
Rutledge Drive	Elm Street to Turner Road	30
Sacramento Street	Lockeford Street to Turner Road	35
Stockton Street	Kettleman Lane to Tokay Street	35
Stockton Street	Harney Lane to LeBaron Boulevard	35
Stockton Street	Rocky Lane to LeBaron Boulevard	25 (SZ)*
Stockton Street	South City Limit to Kettleman Lane	40
Stockton Street	Tokay Street to Lockeford Street	30
Thurman Street	Beckman Road to Guild Avenue	35
Tokay Street	Hutchins Street to Cherokee Lane	25
Tokay Street	Lower Sacramento Road to Mills Avenue	30
Tokay Street	Mills Avenue to Hutchins Street	30
Turner Road	West City Limit to Lwr. Sacto. Rd./Woodhaven Ln.	40
Turner Road	Lwr. Sacto. Rd./Woodhaven Ln. to Ham Ln.	35
Turner Road	Ham Lane to East City Limit	40
Victor Road	Cherokee Lane to Highway 99	35
Vine Street	Beckman Road to Guild Avenue	35
Vine Street	Ham Lane to Hutchins Street	30
Vine Street	Lower Sacramento Road to Ham Lane	35
Westgate Drive	Century Boulevard to Kettleman Lane	35
Woodhaven Lane	Turner Road to North City Limit	35

*(SZ) Senior Zone

Section 8 - Weight Limit/Commercial-Vehicle Restrictions

- A. The streets or portions of streets listed below are hereby defined and established as streets of which the use by commercial vehicles and/or vehicles exceeding the maximum gross weight specified is prohibited and shall be governed by the provisions of the Traffic Ordinance.

Commercial vehicles and vehicles over two axles prohibited:

Holly Drive
Mills Avenue from Tienda Drive to Elm Street
Pacific Avenue from Elm Street to Mariposa Way
Tokay Street from Stockton Street to Cherokee Lane
Pioneer Drive
Calaveras Drive from Donner Drive to Murray Street
Donner Drive from Calaveras Street to Stockton Street
Westgate Drive from Lodi Shopping Center to Century Boulevard

- B. The streets or portions of streets listed below are hereby defined and established as routes (terminal access routes) for vehicles within the length limitations described in Section 35401.5 of the Vehicle Code and shall be governed by the provisions of the Traffic Ordinance.

Beckman Road between Black Diamond Way and Turner Road
Beckman Road south of Victor Road
Black Diamond Way Cherokee Lane north of Highway 99 ramps at Century Boulevard
Cherokee Lane north of Highway 99 ramps at Century Boulevard
Cluff Avenue between Turner Road and Victor Road Guild Avenue
Guild Avenue
Harney Lane between Hutchins Street and Stockton Street
Harney Lane between Stockton Street and Cherokee Lane
Hutchins Street south of Kettleman Lane
Kettleman Lane
Lower Sacramento Road north between Turner Road and the northern City limits
Lower Sacramento Road south of between Turner Road and Food 4 Less/Walmart southerly (truck) driveway
Stockton Street
Turner Road
Victor Road

The Public Works Director is authorized to establish terminal access routes on industrial streets as defined as streets adjacent to industrial-zoned areas and streets east of Highway 99 (see website for STAA truck route map).

- C. Trucks are prohibited on:

- a) Turner Road between Highway 99 and Lower Sacramento Road (North). This restriction shall not apply to truck traffic originating or making deliveries within the City of Lodi.
- b) Almond Drive between Cherokee Lane and Stockton Street. This restriction shall not apply to commercial vehicles in the process of being loaded or unloaded.

For purposes of this section, trucks shall mean commercial vehicles with three or more axles except public utility vehicles as provided in the Vehicle Code.

Section 9 - Miscellaneous Street Restrictions

In accordance with the provisions of the Traffic Ordinance, the following streets are restricted in the manner described:

(None)

BE IT FURTHER RESOLVED, that the Lodi City Council does hereby authorize this document to be identified as the City's Traffic Resolution, which may be amended from time to time by future resolution of the City Council.

Dated: **October 1, 2025**

=====

I hereby certify that Resolution No. 25- was passed and adopted by the City Council of the City of Lodi in a regular meeting held on **October 1, 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 Awarding a Contract for Well No. 8 Abandonment to Eaton Drilling Company LLC., of Woodland California, Appropriating Funds in the amount of \$65,996 to the Water Capital Account, and Authorizing Acting City Manager or Designee to Authorize Change Orders Not-To-Exceed \$10,000 (PW)

MEETING DATE:

October 1, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Adopt a resolution awarding a contract for Well No. 8 abandonment to Eaton Drilling Company LLC., of Woodland California, appropriating funds in the amount not-to-exceed \$65,996 to the Water Capital account, and authorizing Acting City Manager or designee to authorize change orders in an amount not-to-exceed \$10,000.

BACKGROUND INFORMATION:

The City of Lodi owns and operates a drinking water well network consisting of 28 groundwater wells. Well No. 8, located at the intersection of Kettleman Lane and Stockton Street, has been out of service since 2010. Mechanical issues and water quality have prevented Well No. 8 from being placed back into service.

In response, the City has allocated funds to support additional infrastructure improvements to Well No. 6R located at Stockton Street and Mission Street, and Well No. 23, which includes a 1 Million Gallon Tank and Pump Station located at 2465 Maggio Circle. These improvements provide the necessary water supply to supplement the area once served by Well No. 8.

The State Water Resources Control Board, Division of Drinking Water, requires all inactive potable water sources that are not intended to be rehabilitated and/or treated to be properly abandoned. The well driller will be required to obtain all applicable permits associated with the well abandonment and destruction.

The specifications are on file in the Public Works Department. Staff utilized the City's Uniform Public Construction Cost Accounting Act portion of the adopted purchasing policy for projects estimated below \$75,000. Staff solicited informal bids from three licensed well drillers registered on the City's Informal Bidding Contractors List (Eaton Drilling Company, Zim Industries and Commercial Pump and Mechanical). Staff received one bid from Eaton Drilling Company (Attached).

Staff recommends adopting a resolution, awarding a contract for Well No. 8 abandonment to Eaton Drilling Company LLC., of Woodland California, appropriating funds in the amount not-to-exceed \$65,996 to the Water Capital account, and authorize Acting City Manager or designee to authorize change orders in an amount not-to-exceed \$10,000.

COUNCIL COMMUNICATION

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

The project will have a minimal impact on total maintenance cost but will reduce the City's liability associated with the property. This project does not impact the General Fund.

FUNDING AVAILABLE:

Water Capital (56199000.77020)

**WELL 8 REMOVAL & ABANDONMENT
1408 S. STOCKTON STREET**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and EATON DRILLING CO., LLC, a California limited liability company herein referred to as the "Contractor."

WITNESSETH:

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

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

Notice Inviting Bids	The 2018 Edition,
Information to Bidders	Standard Specifications,
Certifications and Forms	State of California,
General Provisions	Business and Transportation Agency,
Federal Requirements	Department of Transportation
Special Provisions	City of Lodi Construction Specifications
Bid Proposal	Plans and Appendices
Project Exhibits A and B	
Contract	
Contract Bonds	
Federal Minimum Wage Rates	
Addenda	

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

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

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

for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

Perform the work necessary to "as specified in **Item 9, Exhibit A**".

CONTRACT ITEMS

See BID SCHEDULE, as specified in Exhibit B.
--

TOTAL \$ 55,996.00

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

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

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

ARTICLE VIII - ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to completion within the time specified in **Item 10, Exhibit A**.

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

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code

section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE X - 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.

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

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

CONTRACTOR:

CITY OF LODI, a municipal corporation

By: _____
JAMES LINDSAY
Acting City Manager

By: _____

Date: _____

Title

Attest:

OLIVIA NASHED
City Clerk

(CORPORATE SEAL)

Approved As To Form:

KATIE O. LUCCHESI
City Attorney



PROJECT EXHIBITS

Exhibit A - Project Detail Sheet

In this contract, the following shall apply:

No.		
1	Project Name	Well 8 Removal & Abandonment
2	Project Number	2025-13
3	Project Address	1408 S. Stockton Street
4	Local Hire Requirements	Local Hire Requirements do not apply.
5	Bid Opening (Day of Week/Date)	Monday, July 22, 2025
6	Bid Opening Time (am/pm)	5:00p.m.
7	Mandatory or Voluntary Pre-Bid Meeting, Time, and Location	A pre-bid meeting is not scheduled.
8	Contractor's License Requirement	California Contractor's License C57
9	Project Description	This project generally consists of the abandonment of Well 8, located at 1408 S. Stockton Street, including but not limited to, mobilization, permitting with San Joaquin County, obtaining a Well Destruction Permit, pulling and disposing of the pump, removal of above ground discharge and electrical, provision of a video inspection and report, and well abandonment.
10	Contract Calendar Days	30 days
11	Liquidated Damages (Dollars per Calendar Day)	\$50
12	City of Lodi Department	Public Works
13	Department's Full Address	1331 S. Ham Lane, Lodi, CA 95242
14	Project Manager's Name	Andrew Richle
15	Project Manager's Title	Utilities Superintendent
16	Project Manager's Email	arichle@lodi.gov
17	Insurance Requirements	As provided in Spec 5

Exhibit B – Bid Schedule

(Complete and submit with Bid Proposal.)

In this contract, the following bid schedule shall apply.

Item No.	Description	Unit	QTY	Unit Price	Total Price
1	Mobilization	LS	1	\$ 4,951.00	\$ 4,951.00
2	Pull Pump & Disposal	LS	1	\$ 7,008.00	\$ 7,008.00
3	Removal of Above Ground Discharge & Electrical	LS	1	\$ 6,616.00	\$ 6,616.00
4	Well Video Inspection & Report	LS	1	\$2,118.00	\$ 2,118.00
5	Well Abandonment	LS	1	\$30,203.00	\$30,203.00
6	Allowance for Authorized Additional Work	LS	1	\$5,100.00	\$5,100.00

TOTAL \$55,996.00

Capital Improvement Plan

FY 2025-2026

Project Title:		Well 8 Abandonment			Munis Project Code:				CIP List Proj #	
Section I: Description				District Nos:	4	Project Length		Priority		
Well abandonment										
Justification/factor driving project										
Additional Information										
Section II: Estimated Project Costs										
Expenditure	Prior Years	FY 24/25 Estimate	FY 25/26 Budget	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Future Yrs	Total	
Contracts	\$ -		\$ 65,996						\$ 65,996	
	\$ -								\$ -	
	\$ -								\$ -	
	\$ -								\$ -	
	\$ -								\$ -	
Total Capital Costs	\$ -	\$ -	\$ 65,996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,996	
Section III: Funding Sources/Methods of Financing										
Funding Source(s)	Prior Years	FY 24/25 Estimate	FY 25/26 Budget	FY 25/26	FY 26/27	FY 27/28	FY 29/30	Future Yrs	Total	
561 - Water Capital Outlay	\$ -		\$ 65,996						\$ 65,996	
	\$ -								\$ -	
	\$ -								\$ -	
	\$ -								\$ -	
Total Project Financing	\$ -	\$ -	\$ 65,996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,996	

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING CONTRACT FOR WELL NO. 8 ABANDONMENT TO EATON DRILLING COMPANY LLC., OF WOODLAND CALIFORNIA, APPROPRIATING FUNDS IN THE AMOUNT OF \$65,996 TO THE WATER CAPITAL ACCOUNT AND AUTHORIZING ACTING CITY MANAGER OR DESIGNEE TO AUTHORIZE CHANGE ORDERS NOT-TO-EXCEED \$10,000

=====

WHEREAS, The City owns and operates a drinking water well network consisting of 28 groundwater wells of which, Well No. 8, located at the intersection of Kettleman Lane and Stockton Street has been out of service since 2010; and

WHEREAS, The State Water Resources Control Board, Division of Drinking Water, requires all inactive potable water sources that are not intended to be rehabilitated and/or treated to be properly abandoned; and

WHEREAS, staff recommends awarding contract for Well No. 8 abandonment to Eaton Drilling Company LLC., of Woodland California and authorize Acting City Manager or designee to authorize change orders in an amount not-to-exceed \$10,000; and

WHEREAS, staff further recommends appropriating funds in the amount of \$65,996 to Water Capital (56199000.77020).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby awarding contract for Well No. 8 abandonment to Eaton Drilling Company LLC., of Woodland California and authorize Acting City Manager or designee to authorize change orders in an amount not-to-exceed \$10,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby appropriate funds in the amount of \$65,996 to the Water Capital account (56199000.77020); 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: October 1, 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 October 1, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Acting City Manager to Execute a Change Order for the Downtown Lodi Cleaning Crew Contract with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties (\$55,454) (PW)

MEETING DATE:

October 1, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Adopt a resolution authorizing the Acting City Manager to execute a change order for the Downtown Lodi Cleaning Crew Contract with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties in the amount of \$55,454.

BACKGROUND INFORMATION:

United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties (UCP) has been working for the Public Works Department since 2000 at several City facilities. On June 4, 2025, Council adopted a resolution authorizing the City Manager to execute three contracts with UCP. Those contracts include cleaning the downtown area (\$117,096), transit facilities (\$94,753.75), and to maintain the landscaping at Hutchins Street Square (\$26,180).

UCP is the only known nonprofit organization that pays the disabled the State minimum wage. Other organizations are known to pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage compensation. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi continue to receive excellent services.

The contract work takes place Monday through Friday for the downtown area and addresses street furniture, trash, litter, spills, and leaf removal; the Transit Facilities cleaning occurs weekly and addresses the grounds surrounding Lodi Transit Station, the Lodi Transit Station Parking Structure, and sheltered bus stops; and work at Hutchins Street Square includes bi-weekly landscape maintenance, such as weeding, shrub trimming, and debris removal. Each UCP crew generally includes four persons plus a supervisor. The program includes transportation and direct supervision for the crew at \$119 per hour.

Staff is recommending adding the alleys shown on Exhibit A to the Downtown Cleaning Crew Contract. The downtown alleys absorb the traffic from School Street, which contributes to the litter found there. This change order would add a 4-person crew to pick up trash found in the alleys on Mondays, Wednesdays, and Fridays for 4 hours each day. The proposed cost for this increase in service for the duration of the fiscal year and end of contract term is \$50,932.

COUNCIL COMMUNICATION

This change order also includes adding two trash cans located in front of the Library to UCP's scope of work in the amount of \$4,522 for the duration of the contract.

Staff recommends authorizing the Acting City Manager to execute a change order for the Downtown Lodi Cleaning Crew Contract with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties in the amount of \$55,454.

STRATEGIC VISION:

1A. Downtown: Community and Economic Development.

FISCAL IMPACT:

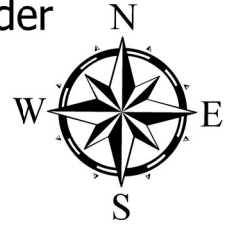
Maintaining clean downtown alleys enhances the appearance of Lodi. Failing to maintain, or reducing maintenance services in these areas, may result in decreased visitation and sales tax generation.

FUNDING AVAILABLE:

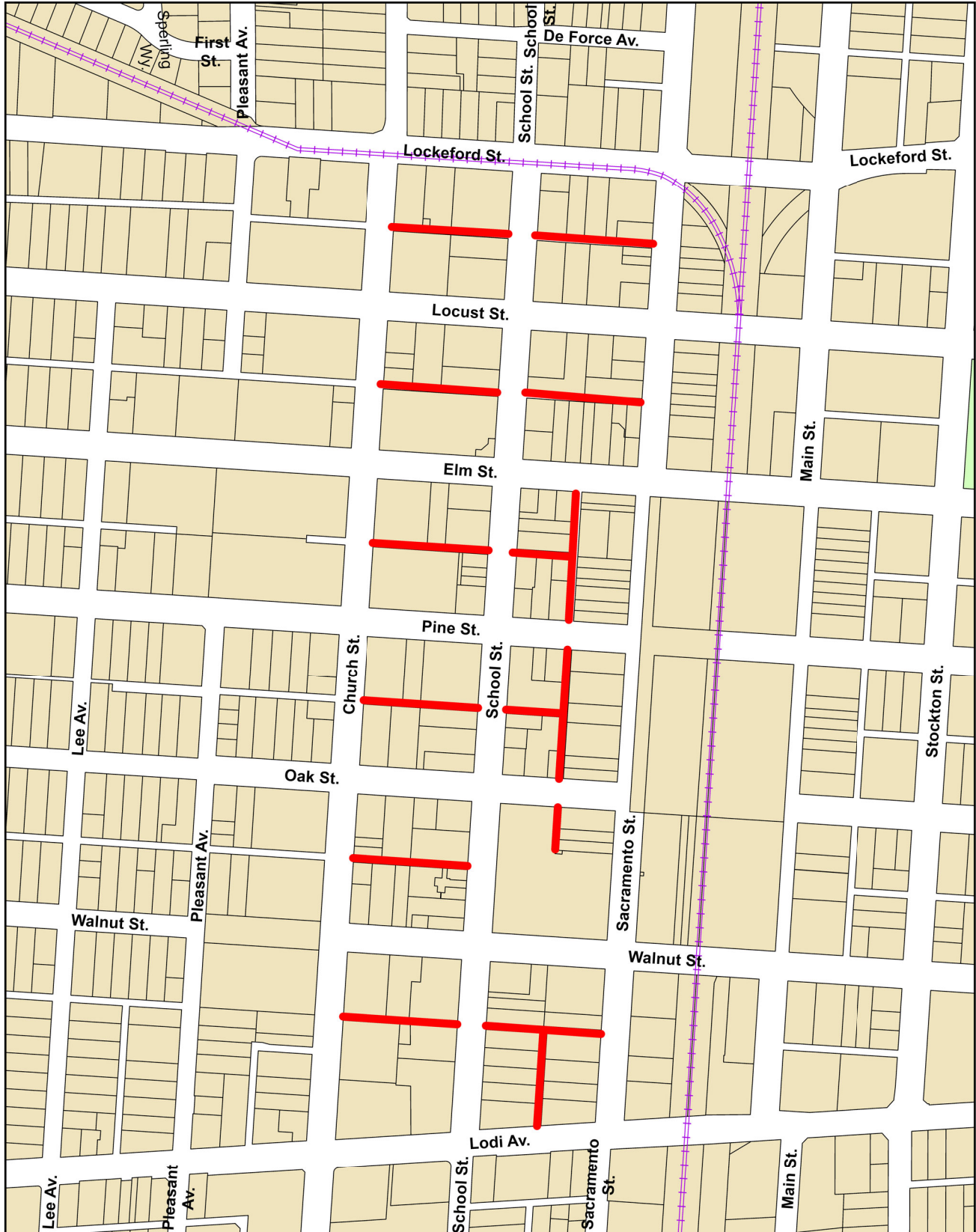
Downtown Cleaning: \$50,932 - General Fund (Waste Management Funds) GFCP-26005 (43199000.77020)
Library \$ 4,522 - Library Fund (12090000.72499)



Downtown Alleys Cleaning - UCP Change Order Exhibit A



— Locations



RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING ACTING CITY
MANAGER TO EXECUTE A CHANGE ORDER FOR THE DOWNTOWN LODI
CLEANING CREW CONTRACT WITH UNITED CEREBRAL PALSY OF SAN
JOAQUIN, AMADOR, AND CALAVERAS COUNTIES

=====

WHEREAS, United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties (UCP) has been working for the Public Works Department since 2000 at several City facilities; and

WHEREAS, On June 4, 2025, Council adopted a resolution authorizing the City Manager to execute three contracts with UCP, which included cleaning the downtown area (\$117,096), transit facilities (\$94,753.75), and to maintain the landscaping at Hutchins Street Square (\$26,180); and

WHEREAS, Staff is recommending adding the cleaning of downtown alleys to the Downtown Cleaning Crew Contract; and

WHEREAS, this change order would add a 4-person crew to pick up trash found in the alleys on Mondays, Wednesdays, and Fridays for 4 hours each day and the proposed cost for this increase in service for the duration of the fiscal year and end of contract term is \$50,932; and

WHEREAS, this change order also includes adding two trash cans located in front of the Library to UCP's scope of work in the amount of \$4,522 for the duration of the contract; and

WHEREAS, staff recommends authorizing the Acting City Manager to execute a change order for the Downtown Lodi Cleaning Crew Contract with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties in the amount of \$55,454.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager to execute a change order for the Downtown Lodi Cleaning Crew Contract with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties in the amount of \$55,454; 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: October 1, 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 October 1, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Acting City Manager to Execute Amendment No. 5 to Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for On-Call Heating, Ventilation, and Air Conditioning Services (\$100,000) (PW)

MEETING DATE:

October 1, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Adopt a resolution authorizing the Acting City Manager to execute Amendment No. 5 to Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for on-call heating, ventilation, and air conditioning services, in the amount of \$100,000.

BACKGROUND INFORMATION:

The Public Works Facilities Division has a contract for maintenance and replacement of the heating, ventilation, and air conditioning (HVAC) systems citywide on an as-needed basis. The background of the current contract is described below.

On May 19, 2021, Council authorized the City Manager to execute the Professional Services Agreement with ICR Refrigeration, Inc. in the amount of \$500,000. This was based on needing approximately \$250,000 per year for citywide maintenance. The original agreement included a two-year term with options for three (3) one-year extensions.

On April 19, 2023, Council authorized Amendment No. 1, which extended the term through June 30, 2024 and increased funding by \$250,000 for a total not-to-exceed contract amount of \$750,000. This increased amount coincided with the extension for Fiscal Year 2023/24.

On December 26, 2023, the City Manager executed Amendment No. 2, which increased funding by \$320,000, for a total not-to-exceed contract amount of \$1,070,000. This amount was added primarily to cover the cost of replacing Police Department AC Unit #3 (\$270,000) that after 20+ years of service, had reached its useful life. ICR was the lowest bidder for AC Unit #3's replacement, so that work was added to this contract in order to expedite the unit's replacement.

On July 30, 2024, the City Manager executed Amendment No. 3, which extended the contract through June 30, 2026. At that time, there was still a portion of the funding still available from Amendment No. 2, so additional funds were not added.

On February 5, 2025, Council authorized Amendment No. 4, which added \$100,000 to the contract to allow for services through FY 2024/25.

COUNCIL COMMUNICATION

There is approximately \$25,000 remaining on the contract which is insufficient to address anticipated Citywide HVAC needs through the contract term. If approved, Amendment No. 5 will increase the contract by \$100,000 for a total not-to-exceed amount of \$1,270,000. The additional funding will be utilized for preventative maintenance and unforeseen HVAC repairs through June 30, 2026.

Staff recommends authorizing the Acting City Manager to execute Amendment No. 5 to Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for on-call heating, ventilation, and air conditioning services, in the amount of \$100,000.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

The repair and replacement of the HVAC system is necessary to ensure the comfort and safety of City staff and the public. Additionally, the useful life of the HVAC system is extended by performing the necessary preventative maintenance activities.

FUNDING AVAILABLE:

This contract, including this additional amount, is funded through various operating accounts that were previously approved in the adopted Fiscal Year 2025/26 Budget.

AMENDMENT NO. 5

ICR REFRIGERATION, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 5"), is made and entered this ____ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Citywide Heating, Ventilation, and Air Conditioning Services on June 10, 2021, Amendment No. 1 on May 3, 2023, Amendment No. 2 on December 26, 2023, Amendment No. 3 on July 30, 2024, and Amendment No. 4 on February 13, 2025 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to increase the fees by an amount not-to-exceed \$100,000, for a total not-to-exceed amount of \$1,270,000; and
3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the 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. 5 on the date and year first above written.

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

ICR REFRIGERATION, INC., a California
corporation hereinabove called "CONTRACTOR"

JAMES LINDSAY
Acting City Manager

Name: JEREMY MUSTIN
Title: Vice President

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

AMENDMENT NO. 4

ICR REFRIGERATION, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 4"), is made and entered this 13 day of FEBRUARY, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Citywide Heating, Ventilation, and Air Conditioning Services on June 10, 2021, Amendment No. 1 on May 3, 2023, Amendment No. 2 on December 26, 2023, and Amendment No. 3 on July 30, 2024 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to increase the fees by an amount not-to-exceed \$100,000, for a total not-to-exceed amount of \$1,170,000; and
3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the 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. 4 on the date and year first above written.

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

ICR REFRIGERATION, INC., a California
corporation hereinafter called "CONTRACTOR"

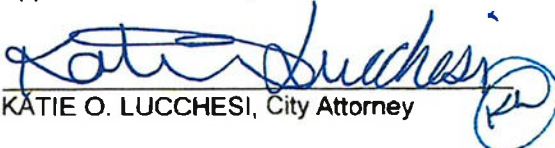

SCOTT R. CARNEY
City Manager


Name: JEREMY MUSTIN
Title: Vice President

Attest:


DELVIA NASHED, City Clerk

Approved as to Form:


KATIE O. LUCCHESI, City Attorney

AMENDMENT NO. 3

ICR REFRIGERATION, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 3"), is made and entered this 30th day of July, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement for Citywide Heating, Ventilation, and Air Conditioning Services on June 10, 2021, Amendment No. 1 to the Professional Services Agreement on May 3, 2023, and Amendment No. 2 to the Professional Services Agreement on December 26, 2023 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to exercise its second one (1) year option to extend the term of the Agreement through June 30, 2026; and
3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to extend the Agreement term 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. 3 on the date and year first above written.

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

ICR REFRIGERATION, INC., a California
corporation hereinabove called "CONTRACTOR"

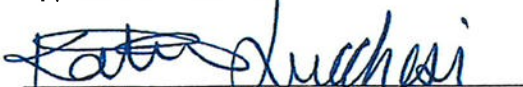

SCOTT R. CARNEY
City Manager

Jeremy Mustin
Name: JEREMY MUSTIN
Title: Vice President

Attest:


OLIVIA NASHED, City Clerk

Approved as to Form:


KATIE O. LUCCHESI, City Attorney

BJG for Katie Lucchesi

AMENDMENT NO. 2

ICR REFRIGERATION, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 21st day of December, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on June 10, 2021, and Amendment No. 1 on May 3, 2023 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to increase the fees by an amount not-to-exceed \$320,000, for a total not-to-exceed amount of \$1,070,000; and
3. WHEREAS, CONTRACTOR agrees to the amendment set forth above.

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

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

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

ICR REFRIGERATION, INC., a California
corporation hereinafter called "CONTRACTOR"



ANDREW C. KEYS
Interim City Manager



Name: JEREMY MUSTIN
Title: Vice President

Attest:



OLIVIA NASHED, City Clerk

Approved as to Form:



KATIE O. LUCCHESI, Interim City Attorney 

AMENDMENT NO. 1

ICR REFRIGERATION, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 2nd day of May, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on June 10, 2021 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requested to extend the term of the Agreement through June 30, 2024; and
3. WHEREAS, CITY requested to increase the fees by an amount not-to-exceed \$250,000, for a total not-to-exceed agreement amount of \$750,000; and
4. WHEREAS, CONTRACTOR agrees to the amendment set forth above.

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
hereinafter called "CITY"

ICR REFRIGERATION, INC., a California
corporation hereinafter called "CONTRACTOR"


STEPHEN SCHWABAUER
City Manager

Jeremy Mustin
Name: Jeremy Mustin
Title: Vice President

Attest:

Olivia Nashed
OLIVIA NASHED, City Clerk

Approved as to Form:


JANICE G. MAGDICH, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on June 10, 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, 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 Citywide Heating, Ventilation, and Air Conditioning 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 July 1, 2021 and terminates upon the completion of the Scope of Services or on June 30, 2023, 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 three (3) one (1)-year extension; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of 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 Prevailing Wage

The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

Section 3.3 Contractor Registration – Labor Code §1725.5

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 3.4 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 3.5 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 3.6 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: Arnel Clegg

To CONTRACTOR: ICR Refrigeration, Inc.
1021 Black Diamond Way
Lodi, CA 95240
Attn: Jeremy Mustin

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.

CITY OF LODI, a municipal corporation

ATTEST:

for: Daniela M. Ferris
JENNIFER CUSMIR
City Clerk

[Signature]
STEPHEN SCHWABAUER
City Manager

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

ICR REFRIGERATION, INC., a California corporation

By: [Signature]

By: [Signature]
Name: JEREMY MUSTIN
Title:

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

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

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CA Rev 03.2821 Lrign

Scope of Service

The City of Lodi is requesting proposals to provide on-call service for the City's HVAC equipment located in various city facilities within the Lodi city limit including the White Slough Water Pollution Control Facilities located at 12751 N. Thornton Road. The contract shall be under a two-year term with the option for three one-year extensions.

The contractor shall provide all materials, equipment and labor for HVAC services and repairs as needed at the City Facilities. The equipment to be maintained includes but is not limited to air handlers, evaporative coolers, split systems, exhaust fans, boilers, pump, gas fired unit heaters, package units, ductless units and force air systems.

Pricing shall be provided on the attached bid schedule. All information shall be filled out for the proposal to be considered. The successful bidder, its employee, and its representative shall comply with current 29 CFR 1910 OSHA General Industry Regulations.

The City will accept no responsibility or liability for accidents caused by the lack of safety equipment and or procedures or the improper installation of equipment or workmanship. Safety protocols to include wearing of hard hats and safety glasses.

Safety hazards notices by servicing personnel shall be immediately reported verbally and followed by a written statement to the City Facility Superintendent or representative. If barricades are needed to ensure safety, the successful bidder shall provide them at no cost to the City. Equipment Lockout/Tag out procedures shall be followed and coordinated with the City building maintenance personnel.

Contractor shall provide qualified technician(s) for service call 24/7 including holidays for emergency calls or other type of outages within a two-hour response time.

Normal repair work shall be performed during the regular hours of 7:00am through 5:00pm, Monday through Friday unless specified by the City Facilities Superintendent or representative.

Worksheets for all work shall be reviewed upon request by the Facilities Superintendent or Authorized City Representative prior to billing. Work completed must be billed within 30 days of the work being completed.

A written quote must be provided upon request before any work performed. Phone call authorization requires a quote over the phone and a written confirmation or email after the work has been completed.

City Rights/ Determining of Best Bid

The City may:

- a) Determine the best bid considering rates offered and/or projections of total cost computed by the City based on past experience.
- b) Contractor is to provide a minimum of two references from comparable contracts.
- c) Reject any or all bids or waive any informality in any bids.
- d) Consider bids for a period of 60 days following the time of receipt of bids before deciding which bid, if any, will be accepted.

Thus the result will not be determined based solely on price. Although price is a key factor, the City will consider awarding the contract to the Contractor that meets the best interest of the City as interpreted by the City.

The City reserves the right to modify the scope of required services based on pricing of bids, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services (contract).

Subcontracting Limitation

No portion of work shall be subcontracted, and no change in key personnel shall be made, without prior written consent from City. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from City. It is the City's desire to have an ongoing support relationship with the provider and that may include an assigned contractor. Consistency of service is a critical need and familiarity with our locations and unique requirements is also important.

Background Checks

The City requires background checks of any personnel with unrestricted access to City physical sites. Vendor should be prepared to have employees background checked at their own expense, upon request by City. This would typically include 'Live Scan' fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records.

Assignment of Contract

The Contract shall not be assigned without written consent of the City Manager.

Contract

Successful bidder shall execute a Professional Service Agreement (PSA) with the City. A draft of the PSA is attached for your review.

Insurance

The contractor shall provide and keep current during the entire duration of the liability insurance as indicated in the PSA.

Labor Compliance

The Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work under this contract. Contractor/contractors shall comply with the provisions of section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Pursuant to Labor Code Section 1770, the Contractor and the Contractor's Subcontractors shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1773. The prevailing wage determinations are available on the internet at <http://www.dir.ca.gov/DLSR/PWD>.

Bid Proposal**Labor Rates:**

Charge Description	Rate Per Hour
Certified Technician – Normal Hours	\$105.00
Certified Technician – Overtime Hours	\$157.50
Certified Technician –Emergency Call Out-Overtime Hours	\$157.50
Certified Technician – Holiday Hours	\$210.00
Helper Technician- Normal Hours (if necessary)	\$85.00
Helper- Overtime Hours (if necessary)	\$127.50
Helper- Emergency Call Out (if necessary)	\$127.50
Helper- Holiday Hours (if necessary)	\$170.00

* We are assuming one technician will respond to each call. If two or more technicians are required, City Approval will be required to have multiple technicians onsite.

* A certified technician is defined as a technician that is EPA certified to work on this equipment and highly knowledgeable with the equipment the work is being performed on.

- Your company's normal business hours are: 8am - 5pm Mon- Fri
- Define or attach your holiday schedule: Available 365 days a year
- Please define your guaranteed response time (s): 30 minutes
- Parts/Equipment markup percentage: 20%
- Rental equipment markup percentage (Forklifts, Boomlifts, Cranes, etc.): 20%

- Please explain any exception to this you may have:

- Please list any exception or assumptions in your pricing in the space below:
After hour service call come with a 2 hour minimum charge.

The initial term of the contract is two years. The City may renew the Agreement on annually for up to three additional years. The annual increase shall not exceed the Consumer Price Index (CPI) for the West Region, Urban, unadjusted. The maximum increase in any year shall not exceed five percent.

Either party may cancel the Agreement upon ninety (90) days written notice.

This document shall be sealed and submitted by 4:00 PM on Friday, April 2, 2021 at the 221 W Pine Street, CA 94240. Electronic Submittal shall be submitted to aclegg@lodi.gov by time and date as stated above.

Name of Contractor: ICR Refrigeration, INC

Business Address: 1021 Black Diamond Way, Lodi, CA 95240

Email and Phone: icrfg@gmail.com (209) 333-1943

California Contractor's Class and License No. 678547
(Class C-20 Required)

**NOT TO EXCEED
\$500,000**

Bidder's Signature:  Date: 2/11/21

Bidder's Name: Jeremy Muston

Per Senate Bill 854, contractors and listed subcontractors must be registered with the Department of Industrial Relations (DIR) prior to submitting bids to any public work contracts. Failure to comply will make bids non-responsive. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR pursuant to Labor Code Section 1725.5.

By submitting a bid, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the services based on the information contained in this Invitation to Bid and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The City is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the City.



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 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) **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 ACTING CITY
MANAGER TO EXECUTE AMENDMENT NO. 5 TO PROFESSIONAL
SERVICES AGREEMENT WITH ICR REFRIGERATION, INC., OF LODI, FOR
ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING SERVICES

=====

WHEREAS, the Public Works Facilities Division has a contract for maintenance and replacement of the heating, ventilation, and air conditioning (HVAC) systems citywide on an as-needed basis; and

WHEREAS, on May 19, 2021, Council authorized the City Manager to execute the Professional Services Agreement with ICR Refrigeration, Inc. in the amount of \$500,000, which included a two-year term with options for three (3) one-year extensions; and

WHEREAS, on April 19, 2023, Council authorized Amendment No. 1, which extended the term through June 30, 2024 and increased funding by \$250,000 for a total not-to-exceed contract amount of \$750,000; and

WHEREAS, on December 26, 2023, the City Manager executed Amendment No. 2, which increased funding by \$320,000, for a total not-to-exceed contract amount of \$1,070,000; and

WHEREAS, on July 30, 2024, the City Manager executed Amendment No. 3, which extended the contract through June 30, 2026; and

WHEREAS, on February 5, 2025, Council authorized Amendment No. 4, which added \$100,000 to the contract to allow for services through FY 2024/25; and

WHEREAS, Amendment No. 5 will increase the contract by \$100,000 for a total not-to-exceed amount of \$1,270,000; and

WHEREAS, staff recommends authorizing the Acting City Manager to execute Amendment No. 5 to Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for on-call heating, ventilation, and air conditioning services, in the amount of \$100,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager to execute Amendment No. 5 to Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for on-call heating, ventilation, and air conditioning services, in the amount of \$100,000 for a total not-to-exceed contract amount of \$1,270,000; and

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

Dated: October 1, 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 October 1, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Acting City Manager to Execute Amendment No. 1 with Thatcher Company of Salt Lake City, UT, to Update Fee Schedule and Extend Term of Agreement to June 30, 2026 (PW)

MEETING DATE:

October 1, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Adopt a Resolution authorizing the Acting City Manager to Execute Amendment No. 1 with Thatcher Company of Salt Lake City, UT.

BACKGROUND INFORMATION:

The Surface Water Treatment Facility (SWTF) requires various chemicals throughout the treatment process to produce potable water. Currently, the SWTF relies on Thatcher Chemical Company ("Thatcher") for supply of a food grade salt to disinfect for drinking water.

The current contract was approved by Council in May of 2022 for a term of three years, with two optional one-year extensions. Over the first three years, Thatcher did not make any price adjustments, however, at this time, there is a modest 4% increase that will carry the City through the next year. In order to continue to provide water service to the City of Lodi's residents without interruption, staff recommends authorizing the City Manager to Execute Amendment No. 1 with Thatcher Company of Salt Lake City, UT.

STRATEGIC VISION:

8. Public Well-Being.

FISCAL IMPACT:

Funding for chemical purchases is included in the Water Operations budget. This purchase will not impact the General Fund.

FUNDING AVAILABLE:

Water Operating Fund/ SWTF (56052005).

AMENDMENT NO. 1

THATCHER COMPANY OF CALIFORNIA, INC.
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 THATCHER COMPANY OF CALIFORNIA, INC., a California corporation, (hereinafter called "CONTRACTOR".)

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for supply of salt to the Surface Water Treatment Facility on July 11, 2022 (the "Agreement"), attached hereto as Exhibit 1 and made part hereof; and
2. WHEREAS, CITY requests to amend said Agreement to update Salt-Course pricing in the fee schedule as set forth in Exhibit 2, attached hereto and made part hereof; and
3. WHEREAS, CITY requests to extend the term of the Agreement through June 30, 2026; and
4. WHEREAS, CONTRACTOR and CITY 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

THATCHER COMPANY OF CALIFORNIA, INC.
a California corporation

JAMES LINDSAY
Acting City Manager

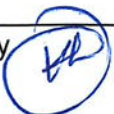
MICHAEL T. MITCHELL
President

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 July 11, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and THATCHER COMPANY OF CALIFORNIA, 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 supply of salt to the Surface Water Treatment Facility (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

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

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional 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: Travis Kahrs

To CONTRACTOR: Thatcher Company of California, Inc.
 PO Box 27407
 Salt Lake City, UT 84127-0407
 Attn: Craig Thatcher

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 Appendix A & Appendix B

The Parties agree that Appendix A, Force Majeure, and Appendix B, Product Warranty, are incorporated into the terms of this Agreement as though fully set forth herein.

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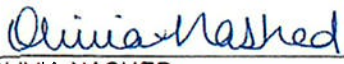
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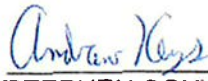
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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST

CITY OF LODI, a municipal corporation


OLIVIA NASHED
City Clerk


STEPHEN SCHWABAUER
City Manager

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

THATCHER COMPANY OF CALIFORNIA, INC.,

By 


By 
Name CRAIG THATCHER
Title CEO

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

Funding Source: 56052005.72362
(Business Unit & Account No.)

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CA:Rev.08.2021.electsign



MEMORANDUM, City of Lodi, Public Works Department

To: Chemical Suppliers
From: Travis Kahrs, Water Plant Superintendent, PW
Date: 2/28/2022
Subject: Chemical Supply contract with the City of Lodi

The City of Lodi is requesting bids for chemical supply at the Surface Water Treatment Facility located at 2001 W. Turner Road, Lodi, CA 95242, as well as for the 28 Well sites located throughout the City. Aluminum Chlorohydrate, Bulk Coarse Salt, Soda Ash, Citric Acid, and Sodium Hydroxide are all for use at the water treatment facility. Sodium Hypochlorite is used at each of the 28 Well sites, but in emergency cases, may be needed at the Surface Water Treatment Facility. The table below shows the name and some detail of each chemical used. Please note that the chemicals supplied must be NSF/ANSI 61 compliant. The quantity needed is an estimate, and is subject to fluctuate based on water production and may vary based on circumstances not controlled by the City of Lodi.

	Annual Quantity	Item	Unit	Delivery Method	Unit Cost	Total Item Cost
1	140	Salt (Bulk, Coarse)	Ton	Blow In	\$ 235.00	\$ 32,900
2	140	Soda Ash, Dense	Ton	Blow In	\$ No Quote	\$ No Quote
3	4,000	Aluminum Chlorohydrate, 50% Solution	Gallon	Pump Off	\$ No Quote	\$ No Quote
4	3,000	Citric Acid 50% Solution	Gallon	Pump Off	\$ 20.16	\$60,480
5	2,000	Sodium Hydroxide 50% Solution	Gallon	Pump Off	\$ No Quote	\$ No Quote
6	20,000	Sodium Hypochlorite 12.5% Solution	Gallon	Pump Off	\$ No Quote	\$ No Quote

Our goal is to set this contract up for an initial term of three years, with two options to extend for one year for a total contract length of up to five years. Please price each item inclusive of delivery and any associated fees. Please note that delivery to well sites will typically consist of visiting 6-12 sites in one delivery and pumping off roughly 200-300 gallons of sodium hypochlorite at each site. The City also requires delivery to be made within 7 business days of order. Please contact me with any questions or comments at 209-269-4943 or by email at tkahrs@lodi.gov. Quotes are due by noon on Friday, March 25th, 2022. Thank you,

Travis Kahrs

Vendor is supplying salt only

Not to Exceed \$98,700

2/28/2022



APPENDIX A

FORCE MAJEURE

PERFORMANCE

- (a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.
- (b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.



APPENDIX B

PRODUCT WARRANTY

SELLER'S LIMITED WARRANTY: SUBJECT TO THE LIMITATIONS LISTED BELOW, Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES: THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS RECOMMENDATIONS, INSTRUCTIONS, GOODS, APPARATUS, PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:

- (a) **BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS, AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY.**
- (b) **"CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.**
- (c) **ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.**

Date: April 12, 2017

NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt of the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

BUYER'S WARRANTIES AND ASSUMPTION OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, HANDLING, AND DISPOSAL OF THE GOODS.

- (a) Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in handling, storage, transportation, treatment, use and disposal of the goods. Seller's recommendations, instructions, or information as to safety, health, handling, use, unloading or disposal of the goods are based upon information believed to be reliable, but Seller shall have no liability with respect thereto.
- (b) Buyer hereby acknowledges receipt of Seller's Material Safety Data Sheet (MSDS). Buyer assumes the following duties and obligations:
 - (1) Buyer shall promptly and carefully inspect the goods upon receipt. Buyer will adopt and maintain safe handling, storage, transportation, use treatment and disposal practices with respect to the goods, and further agrees to follow such special care and best manufacturing practices as Buyer's use of the goods require including, but not limited to, all such practices required by federal, state, and local government statutes, rules, regulations or ordinances;
 - (2) Buyer shall instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in Seller's most current MSDS; and
 - (3) Buyer shall comply with the OSHA Hazard Communication Standard, all applicable safety and environmental laws, and all other applicable government statutes, rules, regulations or ordinances, and shall take action necessary to avoid spills, emissions, leaks or other dangers to persons, property, or the environment.

Date: April 12, 2017



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 Vendors

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.

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.

THATCHER COMPANY OF CALIFORNIA, INC.

8625 Unsworth Avenue
Sacramento, CA 95828



Phone (916) 389-2520

August 19, 2025

CITY OF LODI, CA
Attn: Travis Kahrs & Tess Rakoncza
2001 W. Turner Road
Lodi, CA 95242

All:

Please find below the current price schedule for the product(s) you requested. If you have any questions, feel free to contact me any time at the number(s) listed below. Thank you in advance for your business.

Account Manager:	Jayson J. Stenquist
Email:	jayson.stenquist@tchem.com
Office:	(801) 972-4587, ext. 1444
Direct:	(385) 3545675

Product Description	Product Code	Packaging	Min. Qty.	Current Price	Proposed New Price
Salt-Coarse	2173000	BULK	20 T	\$235.00/T	\$244.75/T

Payment Terms:	Net 30 days from date of shipment
Freight Terms:	All products are priced FOB Delivery Point
Expected Contract Term:	7/1/2025 – 6/30/2026 (extension No. 1)

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING ACTING CITY
MANAGER TO EXECUTE AMENDMENT NO. 1 WITH THATCHER COMPANY
OF SALT LAKE CITY, UT, TO UPDATE FEE SCHEDULE AND EXTEND TERM
OF AGREEMENT TO JUNE 30, 2026

=====

WHEREAS, the Surface Water Treatment Facility (SWTF) requires various chemicals throughout the treatment process to produce potable water; and

WHEREAS, currently, the SWTF relies on Thatcher Chemical Company (“Thatcher”) for supply of a food grade salt to disinfect drinking water; and

WHEREAS, the current contract was approved by Council in May of 2022 for a term of three years, with two optional one-year extensions; and

WHEREAS, Thatcher is requesting a 4% increase that will carry the City through the next year; and

WHEREAS, staff recommends authorizing the Acting City Manager to execute Amendment No. 1 with Thatcher of Salt Lake City, UT.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager to execute Amendment No. 1 with Thatcher of Salt Lake City, UT; 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: October 1, 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 October 1, 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:

Authorize Advertisement for Bids for Compressed Natural Gas (CNG) Fueling Station Compressor Procurement and Adopt a Resolution Authorizing Acting City Manager or Designee to Award the Contract to Lowest Responsive Bidder (\$500,000) (PW)

MEETING DATE:

October 1, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Authorize advertisement for bids for Compressed Natural Gas (CNG) Fueling Station Compressor Procurement and adopt a resolution authorizing the Acting City Manager or designee to award the contract to lowest responsive bidder in a total amount not-to-exceed \$500,000.

BACKGROUND INFORMATION:

The City owns and operates 12 buses and 3 heavy duty vehicles that run on CNG. The City constructed a CNG fueling station at the Municipal Service Center (MSC) in 2001/02 so that City vehicles did not need to fuel at a third-party fueling station. A second compressor was added in 2006/07 to provide redundancy and reliability to the system. Since that time, the original compressor has completely shut down, and the second compressor has grown increasingly unreliable.

Earlier this year the CNG line that serves the fuel island from the CNG station to the fueling island suffered a major leak rendering the CNG portion of the fuel island inoperable. The City's CNG maintenance contractor was able to modify the system to safely provide 2 "slow fuel" dispensers close to the CNG station, however that is only a short-term option as it takes extremely long to fuel the busses which has impacted operations.

This procurement will request bids for the compressor needed for the improvement project. Staff is recommending that the City procure the new compressor concurrently with the project bid to allow the compressor's long lead time to overlap with the project's bidding and contracting timeline. This should allow the project to be completed 2 to 3 months sooner than if the contractor includes it in their bid.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is October 22, 2025.

Staff recommends authorizing advertisement for bids for the CNG Fueling Station Compressor Procurement and adopting a resolution authorizing the Acting City Manager or designee to award the contract to lowest responsive bidder in a total amount not-to-exceed \$500,000.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

COUNCIL COMMUNICATION

FISCAL IMPACT:

The new CNG improvements will improve reliability and reduce maintenance costs.

FUNDING AVAILABLE:

Transit Capital PWTR-25002 (60199000.77020) - \$500,000.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING ACTING CITY
MANAGER OR DESIGNEE TO AWARD THE CONTRACT FOR COMPRESSED
NATURAL GAS (CNG) FUELING STATION COMPRESSOR PROCUREMENT
TO LOWEST RESPONSIVE BIDDER

=====

WHEREAS, The City owns and operates 12 buses and 3 heavy duty vehicles that run on Compressed Natural Gas (CNG); and

WHEREAS, The City constructed a CNG fueling station at our Municipal Service Center (MSC) in 2001/02 so that City vehicles did not need to fuel at a third-party fueling station and a second compressor was added in 2006/07 to provide redundancy and reliability to the system; and

WHEREAS, the original compressor has completely shut down, and the second compressor has grown increasingly unreliable; and

WHEREAS, this procurement will request bids for the compressor needed for the improvement project; and

WHEREAS, Staff is recommending that the City procure the new compressor concurrently with the project bid to allow the compressor's long lead time to overlap with the project's bidding and contracting timeline; and

WHEREAS, staff recommends authorizing the Acting City Manager or designee to award the contract for the CNG Fueling Station Compressor Procurement to lowest responsive bidder and execute change orders in a total amount not-to-exceed \$500,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager or designee to award the contract for the CNG Fueling Station Compressor Procurement to lowest responsive bidder and execute change orders in a total amount not-to-exceed \$500,000; and

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

Dated: October 1, 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 October 1, 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:

Approve Plans and Specifications and Authorize Advertisement for Bids for Compressed Natural Gas (CNG) Fueling Station Improvements (Less Compressor); Adopt a Resolution Authorizing Acting City Manager or Designee to Award the Contract to Lowest Responsive Bidder and Execute Change Orders (\$700,000) (PW)

MEETING DATE:

October 1, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Approve plans and specifications and authorize advertisement for bids for Compressed Natural Gas (CNG) Fueling Station Improvements (Less Compressor); adopt a resolution authorizing the Acting City Manager or designee to award the contract to lowest responsive bidder and execute change orders in a total amount not-to-exceed \$700,000.

BACKGROUND INFORMATION:

The City owns and operates 12 transit buses and 3 heavy duty vehicles that run on CNG. The City constructed a CNG fueling station at the Municipal Service Center (MSC) in 2001/02 so that City vehicles did not need to fuel at a third-party fueling station. A second compressor was added in 2006/07 to provide redundancy and reliability to the system. Since that time, the original compressor has completely shut down, and the second compressor has grown increasingly unreliable.

Earlier this year, the CNG line that serves the fuel island from the CNG station suffered a major leak, rendering the CNG portion of the fuel island inoperable. The City's CNG maintenance contractor was able to modify the system to safely provide 2 "slow fuel" dispensers close to the CNG station, however that is only a short-term option as it takes an extremely long time to fuel the busses which has impacted operations.

This project will remove and replace the existing non-operable compressor, dispensers, storage vessels, hoses, controller, and other related components necessary for a fully functioning CNG fueling station and prepare the system to accept a new compressor procured concurrently by the City through a separate council action. This sequence will reduce the impact of the compressor's long lead time allowing the project to be completed 2 to 3 months sooner than if the contractor included the compressor in their bid.

The City plans to utilize a new public fueling station (owned by Chevron) while the City's CNG station is under construction, as well as having that as a backup for the future.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is November 19, 2025.

Staff recommends approving the plans and specifications and authorize advertisement for bids for

COUNCIL COMMUNICATION

Compressed Natural Gas (CNG) Fueling Station Improvements (Less Compressor); adopt a resolution authorizing the Acting City Manager or designee to award the contract to lowest responsive bidder and execute change orders in a total amount not-to-exceed \$700,000.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

The new CNG improvements will reduce maintenance and costs while increasing reliability.

FUNDING AVAILABLE:

Transit Capital PWTR-25002 (60199000.77020) - \$700,000.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING ACTING CITY
MANAGER OR DESIGNEE TO AWARD THE CONTRACT FOR COMPRESSED
NATURAL GAS (CNG) FUELING STATION IMPROVEMENTS TO LOWEST
RESPONSIVE BIDDER AND EXECUTE CHANGE ORDERS

=====

WHEREAS, The City owns and operates 12 transit buses and 3 heavy duty vehicles that run on compressed natural gas (CNG); and

WHEREAS, The City constructed a CNG fueling station at our Municipal Service Center (MSC) in 2001/02 so that City vehicles did not need to fuel at a third-party fueling station and a second compressor was added in 2006/07 to provide redundancy and reliability to the system; and

WHEREAS, the original compressor has completely shut down, and the second compressor has grown increasingly unreliable; and

WHEREAS, this project will remove and replace the existing non-operable compressor, dispensers, storage vessels, hoses, controller, and other related components necessary for a fully functioning CNG fueling station and prepare the system to accept a new compressor procured concurrently by the City through a separate Council action; and

WHEREAS, staff recommends authorizing the Acting City Manager or designee to award the contract for the proposed CNG Fueling Station Improvements to the lowest responsive bidder and execute change orders in a total amount not-to-exceed \$700,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager or designee to award the contract for the CNG Fueling Station Improvements to the lowest responsive bidder and execute change orders in a total amount not-to-exceed \$700,000; and

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

Dated: October 1, 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 October 1, 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:

Appoint Larry Long and Aaron VanNortwick to the Parks and Recreation Commission, Gary Woehl to the Planning Commission, and Katherine LeStrange to the Greater Lodi Area Youth Commission (Student Commissioners); and Post for Vacancies on the Lodi Finance Committee, Lodi Arts Commission and the Lodi Improvement Committee (CLK)

MEETING DATE:

October 1, 2025

PREPARED BY:

Maria Ditmore, Deputy City Clerk

RECOMMENDED ACTION:

Appoint Larry Long and Aaron VanNortwick to the Parks and Recreation Commission, Gary Woehl to the Planning Commission, and Katherine LeStrange to the Greater Lodi Area Youth Commission (Student Commissioners); and Post for Vacancies on the Lodi Finance Committee, Lodi Arts Commission and the Lodi Improvement Committee.

BACKGROUND INFORMATION:

The City Council directed the City Clerk to post for two expired terms on the Parks & Recreation Commission, two expired terms on Planning Commission, and one vacancy on the Greater Lodi Area Youth Commission on September 3, 2025.

The Mayor reviewed the applications, conducted interviews, and recommends the City Council concur with the appointments as detailed below.

There is currently one vacancy on the newly-formed Lodi Finance Committee, one vacancy on the Lodi Improvement Committee, and one vacancy on the Lodi Arts Commission. It is recommended that the City Council direct the City Clerk to post for these vacancies until they are filled.

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

APPOINTMENTS:**Parks & Recreation Commission**

Larry Long	Term to expire June 30, 2029
Aaron VanNortwick	Term to expire June 30, 2029

Planning Commission

Gary Woehl	Term to expire July 20, 2029
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Greater Lodi Area Youth Commission (Youth Member)

Katherine LeStrange	Term to expire June 1, 2026
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COUNCIL COMMUNICATION

POSTINGS:

Lodi Finance Committee

One Vacancy

Term to expire November 1, 2026

Lodi Improvement Committee

One Vacancy

Term to expire March 1, 2026

Lodi Arts Commission

One Vacancy

Term to expire July 1, 2027

STRATEGIC VISION:

Not applicable.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Set Public Hearing for October 15, 2025 to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code, Title 15 (Building and Construction) Chapter 15.25, Title 17 (Development Code) Sections 17.18.040 (Residential zoning district general development standards), 17.20.030 (Commercial zoning district land uses and permit requirements), 17.22.030 (Mixed use zoning districts land uses and permit requirements), 17.24.030 (Industrial zoning district land uses and permit requirements), 17.32.040 (Number of parking spaces required), 17.36.130 (Accessory dwelling units), 17.36.220 (Tobacco retailer establishments), 17.36.230 (Alcoholic beverage sales), 17.36.240 (Problem uses), 17.40.020 (Site plan and architectural approval), 17.40.050 (Variances and administrative deviations), 17.78.020 (Definitions of specialized terms and phrases) (Applicant: City of Lodi; File Number: 2024-07 Z; CEQA Status: Exempt per Section 15061(b)(3) - General Rule Exemption and Section 15378 as the Ordinance is not a project) (CD)

MEETING DATE:

October 1, 2025

PREPARED BY:

Cynthia Marsh, City Planner

RECOMMENDED ACTION:

Set Public Hearing for October 15, 2025 to consider waiving the first reading and introducing an ordinance amending Lodi Municipal Code, Title 15 (Building and Construction) Chapter 15.25, Title 17 (Development Code) Sections 17.18.040 (Residential zoning district general development standards), 17.20.030 (Commercial zoning district land uses and permit requirements), 17.22.030 (Mixed use zoning districts land uses and permit requirements), 17.24.030 (Industrial zoning district land uses and permit requirements), 17.32.040 (Number of parking spaces required), 17.36.130 (Accessory dwelling units), 17.36.220 (Tobacco retailer establishments), 17.36.230 (Alcoholic beverage sales), 17.36.240 (Problem uses), 17.40.020 (Site plan and architectural approval), 17.40.050 (Variances and administrative deviations), 17.78.020 (Definitions of specialized terms and phrases).

BACKGROUND INFORMATION:

The requested action will amend the zoning ordinance (also known as the Development Code) and address the third phase of code changes needed to create consistency with the Lodi General Plan. This is proposed in accordance with state law (Government Code §65860) that requires a city's zoning ordinance to be consistent with its General Plan, which is the overarching policy and community vision for how a city intends to grow itself. Additionally, changes to the Development Code are recommended to address recently approved state planning laws that supersede any portion of City code and provide further streamlining of existing processes, in addition to a handful of clean-up items for clarification purposes. Key proposed changes include:

- Alcoholic beverage sales (new)
- Tobacco retailer establishments (new)

COUNCIL COMMUNICATION

- Accessory dwelling units (update)

STRATEGIC VISIONS:

2B. Expand and diversify economic opportunities.

3B. Fiscal Health: Diversified revenue mix to reflect economic prosperity of the community.

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

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Public Hearing to Receive Comments on and Consider Accepting City of Lodi's Report on Water Quality Relative to Public Health Goals (PW)

MEETING DATE:

October 1, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Public Hearing to receive comments on and consider accepting City of Lodi's report on water quality relative to public health goals.

BACKGROUND INFORMATION:

The Public Health Goals Report is prepared by Public Works staff comparing Lodi's drinking water with California Environmental Protection Agency's (Cal EPA) public health goals (PHGs) and with the United States Environmental Protection Agency (USEPA) maximum contaminant level goals (MCLGs). PHGs and MCLGs are not enforceable standards and no action to meet them is required.

California Code of Regulations, Title 22, Section 116470, mandates a Public Health Goals Report be prepared every three years. The report is intended to provide water quality information to the public in addition to the Annual Water Quality Report, which the City publishes before July 1st of each year. The draft report has been made available on the City's website at www.lodi.gov/528. The law requires a public hearing be held (which can be part of a regularly scheduled public meeting) for the purpose of accepting and responding to public comment on the draft report.

The City's water system complies with all of the health-based drinking water standards and maximum contaminant levels as required by the State Water Resources Control Board, Division of Drinking Water and the US EPA. No additional actions are required or recommended.

STRATEGIC VISION:

8. Public Well-Being.

FISCAL IMPACT:

Not applicable

FUNDING AVAILABLE:

Not applicable.

City of Lodi

ANNUAL WATER QUALITY REPORT FOR 2024



Special points of interest:

- This Report can be found on the City's website at www.lodi.gov/528, then select the 2024 Water Quality Report.
- Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien. Para la ayuda en español, llama por favor (209) 333-6706
- This report follows the "Consumer Confidence Report" (CCR) format required by the U.S. Environmental Protection Agency and the State of California.

Lodi City Council meetings are open to the public and are scheduled for the first and third Wednesdays of each month, at Carnegie Forum 305 West Pine Street at 7:00 p.m.

You may also communicate with the Council and City staff through the City's website: www.lodi.gov

Your Drinking Water System

In 2024, the Lodi surface water treatment plant provided about 47 percent of Lodi's drinking water. Twenty-five computer controlled wells, located throughout the City, provided high quality groundwater. The wells operate automatically on water pressure demand so that when water use increases, more wells are started. Additionally, nine wells are equipped with Granular Activated Carbon (GAC) filtration units to ensure high quality water.

More information on water supply is on the City's website.

Eight wells are fitted with emergency diesel-powered generators. (While these generators will help maintain water pressure during power outages, please refrain from using water during power outages to save capacity for essential uses, - such as hospitals, fire fighting, etc.)

How Safe is My Water?

Lodi takes 92 samples per month throughout the water distribution system for bacterial water quality testing. In 2024, all bacteriological standards were met.

The water receives low level chlorination as a proactive step to help keep the water system in compliance with strict bacteriological standards.

DRINKING WATER ASSESSMENT

An assessment of the drinking water sources for the City of Lodi's distribution system was completed in February 2003 and water treatment plant in August 2011.

The sources are considered most vulnerable to the following activities: gas stations (current and historic), chemical/petroleum processing/storage, metal plating/finishing/fabricating, plastic/synthetics producers, dry cleaners, known contaminant plumes, sewer collection systems, fleet/truck/bus terminals, machine shops, utility stations-maintenance areas, agricultural drainage, and photo processing/printing.

A copy of the completed assessment is available at the

THE WATER DELIVERED TO YOUR TAP MEETS OR EXCEEDS ALL FEDERAL AND STATE REGULATIONS

Public Works Department, City of Lodi, 2001 W Turner Road, Lodi, CA 95242. You may request that a copy be sent to you by contacting the Water Plant Superintendent at (209) 333-6878. A copy of the complete assessment is also available at the State Water Resource Control Board, Division of Water Resources, Stockton District Office at (209) 948-7696

Who are we?

In 1910 your City of Lodi Water Utility officially began operation along with the Electric Utility, and for more than 100 years, the water system has been owned by the Citizens of Lodi.

One hundred years ago there were only two wells and a few miles of water mains. In 2024 there were twenty-eight wells, over 250 miles of mains, a water tower, two 1-million gallon storage tanks, and a 10 million gallon per day Water Treatment Plant with 3-million gallons of storage.

Water rates, system expansion projects, and significant purchases are authorized by the Lodi City Council, which serves as the water utility's official regulatory body.

Revised Total Coliform Rule

This Consumer Confidence Report (CCR) reflects changes in drinking water regulatory requirements during 2024. All water systems are required to comply with the state Total Coliform Rule. As of April 1, 2016, all water systems are also required to comply with the federal Revised Total Coliform Rule. The new federal rule maintains the purpose to protect public health by ensuring the integrity of the drinking water distribution system and monitoring for the presence of microbials (i.e., total coliform and E. coli bacteria). The U.S. EPA anticipates greater public health protection as the new rule requires water systems that are vulnerable to microbial contamination to identify and fix problems. Water systems that exceed a specified frequency of total coliform occurrences are required to conduct an assessment to determine if any sanitary defects exist. If found, these must be corrected by the water system.

What Contaminants May Be in My Water?

THE FOLLOWING MESSAGES ARE REQUIRED BY THE U.S. EPA AND THE STATE OF CALIFORNIA. NOT ALL PORTIONS OF THESE MESSAGES NECESSARILY APPLY TO LODI'S WATER SUPPLY

- Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).
- Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as person with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).
- The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plant, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive contaminants, that can be naturally occurring or be the result of oil and gas production and mining activities.
- In order to ensure that tap water is safe to drink, US Environmental Protection Agency (USEPA) and the State California Department of Health Services (Department) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. Department regulations also establish

limits for contaminants in bottled water that must provide the same protection for public health.

- If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. [Name of PWS] is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using the water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>

Water Quality Problems?

As your water provider, we want to ensure you have the best quality water possible. If you think you have a water quality issue, please let us know. Below are some suggestions for checking issues at home.

If you have a filter or in-home treatment system; be sure it's working properly and change filters regularly. (Note, if you use a water softener, we suggest you utilize one which is regenerated by the softener company. Self-regenerating units add salt to the wastewater, which can add significantly to the City's wastewater treatment costs.)

Many times, water quality problems in the home can be traced to the water heater, the plastic water lines under the sink to faucets, or because sewer gases from the drain are being smelled.

Set the water heater at the proper temperature, too hot can create heavier scaling problems, and not warm enough can allow bacteria to grow.

Other times there can be occasional water quality problems associated with the aesthetic quality of your water such as sand, which may be originating from water supply mains.

"Hard" water can be considered a quality issue depending on the actual hardness level and the use. Some industrial processes require very soft water. Lodi's groundwater is at the low end of the "hard" water range and you may see white scale or spots on plumbing fixtures.

Low pressure can lead to water quality problems and can be caused by plugged screens in faucets or washing machine hoses, broken valves or for other reasons. If you have intermittent problems, first check pressure in other parts of your house or at an outside faucet. If that pressure is okay, check the fixture/screens at the problem area.

Are we still in Drought?

Conservation measures resulted in Lodi residents using less water in 2024 than in 2013. Lodi's current watering restrictions are subject to change, but as of May 1st 2025, the City's Water Conservation Ordinance specifies the following watering days and times:

Watering Days:

- Premises having odd numbered street addresses on Wednesday, Friday, and Sunday.
- Premises having even numbered street addresses on Tuesday, Thursday, and Saturday.
- No watering will be allowed by any addresses on Monday.

Watering Hours:

- Watering between the hours of 10 a.m. and 6 p.m. is prohibited.

Water Quality

Lodi is fortunate to have a high quality groundwater supply. However, that supply is at risk and must be carefully managed. The following section describes some of these measures.

DBCP

Dibromochloropropane (DBCP) was used by area farmers to kill nematodes in vineyards. DBCP was banned in California in 1977, but is still present in trace levels in some groundwater. The City of Lodi used 25 (of 28) wells to provide drinking water in 2024. The wells are rotated so over the course of time, water being delivered is a blend from these wells. In 2024, 14 of Lodi's wells had no detectable DBCP. Nine wells had filters to remove DBCP, and all wells used in 2024 met State and federal standards. The result is that the people of Lodi are being served water below the DBCP level deemed safe by the U.S. EPA and the State of California.

In 1996 the City settled a lawsuit against DBCP manufacturers, who have already paid the City for a large portion of Lodi's costs related to DBCP treatment. These manufacturers will continue to pay a large portion of the City's DBCP related costs for

the settlement's 40-year term.

Cryptosporidium

Cryptosporidium is a microbial pathogen found in surface water throughout the U.S. Although filtration removes cryptosporidium, the most commonly-used filtration methods cannot guarantee 100 percent removal. Our monitoring indicates the occasional presence of these organisms at a very low level in the Mokelumne River, our source water. Current test methods do not allow us to determine if the organisms are dead or if they are capable of causing disease. Ingestion of Cryptosporidium may cause cryptosporidiosis, an abdominal infection.

Symptoms of infection include nausea, diarrhea, and abdominal cramps. Most healthy individuals can overcome the disease within a few weeks. However, immuno-compromised people, infants and small children, and the elderly are at greater risk of developing life threatening illness. We encourage immuno-compromised individuals to consult their doctor regarding appropriate precautions to take to avoid infection. Cryptosporidium must be

ingested to cause disease, and it may be spread through means other than drinking water.

PCE/TCE

The City, working with regulatory agencies and potentially responsible parties in a cooperative manner, is pursuing a resolution to a groundwater contamination problem in the north and central Lodi area. While no operating wells are out of compliance with any drinking water standards, the contamination is a serious threat.

PCE (Tetrachloroethylene) and TCE (Trichloroethylene) have been detected in samples taken in soils and groundwater. The City's consultants have developed a computer model of the groundwater, which will enable the City to optimize the number, size and location of wells to accomplish the cleanup in an efficient manner. The City's share of these costs has largely been determined and funding secured through insurance company settlements has been set aside to pay for this work. More information on this can be found on the City's website.

Other Contaminants

LEAD: Every community water system is required to complete a water service line inventory to comply with the EPA's Lead and Copper Rule Revisions. The initial water service line inventory was submitted to DDW by October 16, 2024. The current [Lead Service Line Inventory can be found here](#), and additional detail on the [inventory process can be found here](#).

Lead can cause serious health effects in people of all ages, especially pregnant people, infants (both formula-fed and breastfed), and young children. Lead in drinking water is primarily from materials and parts used in service lines and in home plumbing. The City of Lodi is responsible for providing high quality drinking water and removing lead pipes but cannot control the variety of materials used in the plumbing in your home. Because lead levels may vary over time, lead exposure is possible even when your tap sampling results do not detect lead at one point in time. You can help protect yourself and your family by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Using a filter,

certified by an American National Standards Institute accredited certifier to reduce lead, is effective in reducing lead exposures. Follow the instructions provided with the filter to ensure the filter is used properly. Use only cold water for drinking, cooking, and making baby formula. Boiling water does not remove lead from water. Before using tap water for drinking, cooking, or making baby formula, flush your pipes for several minutes. You can do this by running your tap, taking a shower, doing laundry or a load of dishes. If you have a lead service line or galvanized requiring replacement service line, you may need to flush your pipes for a longer period. If you are concerned about lead in your water and wish to have your water tested, email the Public Works Department at pwdept@lodi.gov. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at: <https://www.epa.gov/safewater/lead>

NITRATE: Nitrate in drinking water at levels above 10 mg/L is a health risk for infants of

less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider. The average Nitrate level of Lodi's water is 3.6 ppm and the highest analysis in 2024 was 10.0 ppm.

ARSENIC: While your drinking water meets EPA's standard for arsenic, it does contain low levels of arsenic. EPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

Inorganic Contaminant *2022-2024 Data	MCL	PHG Or (MCLG)	Average	Range	Violation	Major sources in Drinking water
Aluminum, ppm	1	0.6	0.003	ND - .006	No	Erosion of natural deposits; residue from some surface water treatment processes
Arsenic, ppb	10	0.004	3.4	ND - 8.1	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.
Barium, ppm	1	2	0.08	ND - 0.28	No	Discharges of oil drilling wastes and from metal refineries; erosion of natural deposits.
Chromium, ppb	50	100	0.07	ND - 2.0	No	Discharge from steel and pulp mills and chrome plating; erosion of natural deposits.
Fluoride, ppm	2	1	<0.01	ND - 0.1	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.
Nitrate as N, ppm	10	10	3.8	ND - 10.0	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits

Bacteriological Contaminant 2024 Data	MCL	PHG Or (MCLG)	Total Positive	Range	Violation	Major sources in Drinking water
Total Coliform, Positive	5%/month	0	0%	N/A	No	Naturally present in the environment
Fecal Coliform & E. coli	>1 /month	0	0%	N/A	No	Human and animal fecal waste

Radiological Contaminant 2024 Data	MCL	PHG Or (MCLG)	Average	Range	Violation	Major sources in Drinking water
Gross Alpha, pCi/L	15	0	1.9	0.86 - 15.7	No	Erosion of natural deposits
Uranium, pCi/L	20	0.43	1.3	ND - 10.8	No	Erosion of natural deposits

Organic Contaminant 2024 Data	MCL	PHG Or (MCLG)	Average	Range	Violation	Major sources in Drinking water
Tetrachloroethylene (PCE), ppb	5	0.06	<0.1	ND - 4.9	No	Discharge from factories, dry cleaners, and auto shops (metal degreaser)
Dibromochloro-propane (DBCP), ppt	200	1.7	5	ND - 100 ²	No	Banned nematocide that may still be present in soils due to runoff/leaching from former use on vineyards.

2: Each site is regulated using a running annual average (RAA)

Secondary Standards Aesthetic Purposes (see note) *2022-2024 Data	Secondary MCL	Average	Range	Secondary Standards Aesthetic Purposes (see note) *2022-2024 Data	Secondary MCL	Average	Range
Chloride, ppm	500	12.3	1.8 - 51	Odor---Threshold, Units	3	0.11	0 - 1
Color-Units	15	0.07	ND - 7	Sulfate, ppm	500	14.1	ND - 41
Specific Conductance, umhos/cm	1600	329	88 - 820	Total Dissolved Solids, ppm	1000	248	62 - 550
Iron, ppb	300	13.6	ND - 160	Turbidity, NTU Units	5	0.22	0 - 1.2
				Manganese, ppb	50	2.71	0 - 31

Note: Secondary Standards are aesthetic and only associated with taste, color, and other problems which are not a health risk.

Lead & Copper Rule Customer Tap Monitoring 2024 Data	MCL	PHG Or (MCLG)	Average	Range	Violation	Major sources in Drinking water
Lead, 90th Percentile, ppb	AL = 15.0	0.2	0.3	34 sites sampled: 0 sites over action level.	No	Internal erosion of household plumbing systems; erosion of natural deposits
Copper, 90th Percentile, ppm	AL = 1.3	0.3	0.1	34 sites sampled: 0 sites over action level.	No	

Other non-regulated water constituents found in your water (for your information only)

Constituents, *2022-2024 Data	Average	Range	Constituents, *2022-2024 Data	Average	Range
Total Hardness, ppm as CaCO ₃	125.1	17 - 340	Alkalinity (bicarbonate), ppm	138	27 - 320
Total Hardness, grains/gal.	7.3	1 - 19.9	pH, in pH units	7.5	6.5 - 8.2
Calcium, ppm	27	4.5 - 79	Magnesium, ppm	13.2	1.4 - 35
Sodium, ppm	20	4 - 55			

* Regulations call for monitoring of some constituents less than once per year because the concentrations of these constituents do not change frequently. Therefore, some of our data, though representative, are more than one year old.

Disinfection Byproducts, Disinfection Residuals, and Disinfection Byproduct Precursors

Regulated Contaminant 2024 Data	MCL	PHG Or (MCLG)	Average**	Range	Violation	Major sources in Drinking water
Chlorine, ppm	4	4	0.74	0.3 - 1.4	No	Drinking water disinfectant added for treatment.
Control of DBP precursors (TOC), ppm	TT	N/A	1.5	1.0 - 2.7	No	Various natural and manmade sources.
TTHM (Total Trihalomethanes), ppb	80	N/A	13.6	ND - 39	No	Byproduct of drinking water disinfection.
HAA5 (Haloacetic Acids), ppb	60	N/A	12.8	ND - 26.6	No	Byproduct of drinking water disinfection.

** Averages are used for compliance determination due to the variable nature of individual analyses, and due the fact that any associated theoretical risks are not acute, but theoretically only after years of exposure to levels above MCLs.

Sampling Results Showing Treatment of Surface Water Sources

Contaminant	MCL	PHG	Level Found	Range	Sample Date	Violation	Typical Source
Turbidity	TT = 0.5 NTU	N/A	0.02	N/A	2024	No	Soil runoff
	TT = 95% of samples ≤ 0.1 NTU		100%	N/A			

Unregulated Contaminants Monitoring Rule¹

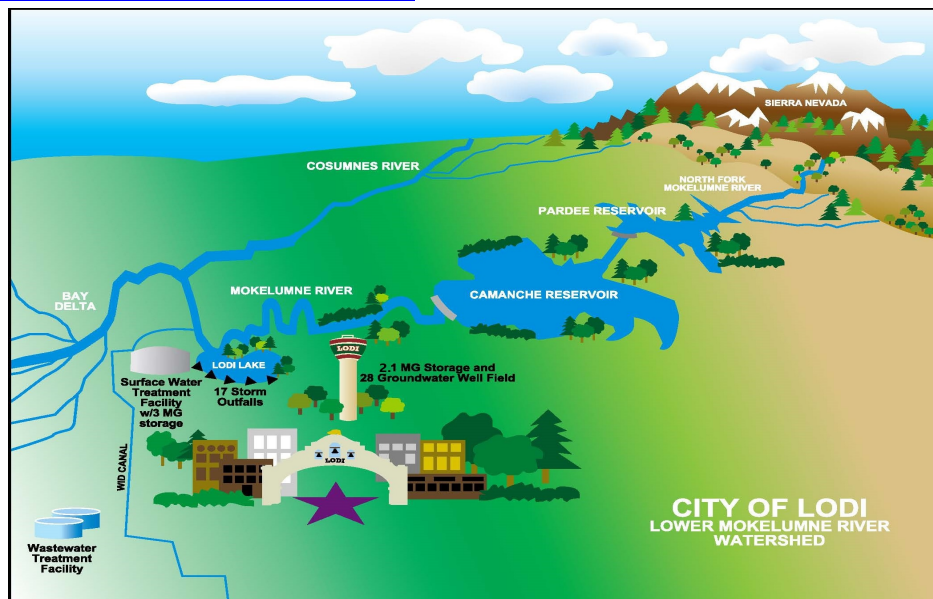
UCMR5 Monitoring Data	Well 9 Average	Well 14 Average	Notification Level	Response Level	Major sources in Drinking water
Perfluorooctanoic Acid (PFOA)	5.7 ppt	4.1 ppt	5.1 ppt	10 ppt	PFOA and PFHxS are manmade compounds used prevalently in firefighting foams and to make carpets, clothing, fabrics for furniture, paper packaging for food, cookware, and other items resistant to water, grease, fire, or stains. They are also used in a number of industrial processes. The MCL compliance date for these compounds is April 26th, 2029
Perfluorohexanesulphonic acid (PFHxS)	5.1 ppt	4 ppt	3 ppt	20 ppt	

(1) Once every five years, the U.S. Environmental Protection Agency (EPA) issues a list of unregulated contaminants to be monitored by public water systems. The UCMR provides the EPA and other interested parties with scientifically valid data on the occurrence of certain contaminants in drinking water.

An MCL for these contaminants listed above does not exist. The UCMR program examines what is in the drinking water, but additional health information is needed to know whether these contaminants pose a health risk. Further information on UCMR5 can be found at

<https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule>, or contact the Safe Drinking Water

Hotline (1-800-426-4791).



Water Conservation Rebates are available for Smart irrigation controllers

**IF YOU ARE EXPERIENCING TROUBLE WITH YOUR WATER AND YOU DO NOT
THINK IT IS A PROBLEM WITH YOUR ON-SITE PLUMBING, PLEASE CALL THE
MUNICIPAL UTILITIES SERVICES AT (209) 333-6740 DURING REGULAR
BUSINESS HOURS.**

FOR MORE INFORMATION

SEE A WATER EMERGENCY?

Call: (209) 368-5735

If you have any questions about this report or Lodi's water quality, please contact:

Sandy Nord
Laboratory Services Supervisor
Telephone: (209) 269-4973
E-mail: snord@lodi.gov

Terms and Abbreviations Used

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Regulatory Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Notification Level (NL): Health-based advisory levels established by DHS for chemicals in drinking water that lack maximum contaminant levels (MCLs).

Detection Limit for the purposes of Reporting (DLR): The threshold for detection of a substance.

Primary Drinking Water Standard or PDWS: MCLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

mg/L or ppm: Milligrams per liter, or parts per million (one ppm equals a concentration of about one cup in a 60,000 gallon swimming pool).

µg/L or ppb: Micrograms per liter, or parts per billion (one ppb equals about 4.5 drops in a 60,000 gallon swimming pool).

ppt: Parts per trillion (one ppt equals less than 1/200 of a drop in a 60,000 gallon swimming pool).

pCi/L: Picocuries per liter (a measurement of radiation).

NA: Not Applicable.

ND: Not Detected at measurable amounts for reporting purposes.

Grains/gal: Grains per gallon. A hardness measurement often used for softeners and dishwashers. (17.1 mg/L = 1 grain/gal as calcium carbonate).

umhos/cm: Micromhos per centimeter (a measurement of conductance).

< Means less than the amount shown.

> Means more than the amount shown. **210**



COUNCIL COMMUNICATION

AGENDA TITLE:

Temporary Access Center and Emergency Shelter Quarterly Update (CD)

MEETING DATE:

October 1, 2025

PREPARED BY:

Jennifer Rhyne, Neighborhood Services Manager

RECOMMENDED ACTION:

Temporary Access Center and Emergency Shelter Quarterly Update

BACKGROUND INFORMATION:

The temporary Lodi Access Center officially opened for operations on July 22, 2022, as an initial phase of the Access Center and Emergency Shelter operations. It is an interim solution until the permanent Access Center facility can be completed. Outreach Ministries International (OMI) took over operations as of November 1, 2024. Operational costs to run the temporary Access Center are funded by grants from Homeless, Housing Assistance, and Prevention (HHAP) and American Rescue Plan Act (ARPA).

In response to City Council's request and to ensure the community receives timely and accurate information, City staff and OMI have committed to providing quarterly updates. These updates will include key statistics, performance metrics, success stories, advisory committee information, and challenges encountered. Staff and OMI will also be available to answer any questions from Council or the public.

OMI has provided the following statistics for this update covering the time period May 1, 2025 to July 31, 2025 (Attachment 1):

Statistics:Overnight Shelter:

3,375 overnight services provided to 99 clients
41 new clients enrolled to receive overnight and day services
27 clients re-entered to receive overnight and day services

Day Use Shelter:

7,113 day services provided to 306 clients
141 new clients enrolled to receive day services only
43 clients re-entered to receive day services only

Services:

Breakfast - 3,184 meals provided to 217 clients
Lunch - 4,412 meals provided to 248 clients
Showers - 3,869 showers provided to 147 clients

COUNCIL COMMUNICATION

Client Contributions:

44 Clients voluntarily contributed to accomplishing needs at the shelter 303 times (i.e., clothing organization, cleaning, serving meals, etc.)

Transportation:

351 transports provided to 125 clients

** Of these, 19 transports were provided to 16 clients for non-emergency medical needs, helping to reduce the number of ambulance calls.

Success Stories:

Obtained Employment:

22 clients obtained employment

Transitioned to Housing and/or Sobriety Program:

4 Overnight Shelter clients transitioned into housing

11 Day Use clients transitioned into housing

10 Day Use clients transitioned into shelters in another city

11 Overnight Shelter clients transitioned into program

3 Day Use clients transitioned into program

Misc. Information:

Street and Shelter Outreach:

217 outreach services provided to 89 individuals

55 individuals agreed to complete an HMIS survey

5 individuals agreed to re-engagement and provided an updated HMIS survey

Staff has attached the statistical report covering November 1, 2024, through July 31, 2025 (Attachment 2), providing a comprehensive overview of performance metrics.

Attachments:

1. Lodi Access Center Client Services Report May 1, 2025 - July 31, 2025
2. Lodi Access Center Client Services Report November 1, 2024 - July 31, 2025

STRATEGIC VISION:

4C. Housing: Continued progress towards Regional Housing Needs Assessment goals.

FISCAL IMPACT:

Not applicable (update only)

FUNDING AVAILABLE:

Not applicable (update only)



LODI ACCESS CENTER CLIENT SERVICES REPORT MAY 1, 2025 TO JULY 31, 2025

Overnight Shelter

3,375 overnight services provided to 99 clients
41 new clients enrolled to receive overnight and day services
27 clients re-entered to receive overnight and day services

Day Use Shelter

7,113 day services provided to 306 clients
141 new clients enrolled to receive day services only
43 clients re-entered to receive day services only

Services

Breakfast - 3,184 meals provided to 217 clients
Lunch - 4,412 meals provided to 248 clients
Showers - 3,869 showers provided to 147 clients

Client Contributions

44 Clients voluntarily contributed to accomplishing needs at the shelter 303 times
(i.e., clothing organization, cleaning, serving meals, etc.)

Transportation

351 transports provided to 125 clients
**Of these, 19 transports were provided to 16 clients for nonemergency medical needs
in lieu of unnecessarily calling for an ambulance

Obtained Employment

22 employment positions obtained by 22 clients



Transitioned to Housing and/or Sobriety Program

4 transitions to housing obtained by 4 Overnight Shelter Clients
11 transitions to housing obtained by 11 Day Use Program Clients
10 transitions to shelters in another city obtained by 10 Day Use Program Clients
11 transitions to program obtained by 11 Overnight Shelter Clients
3 transitions to program obtained by 3 Day Use Program Clients

Ambassador, Law Enforcement, Emergency Services Requests from LAC

Safety Ambassador services requested 12 times
Lodi Police Department services requested 8 times
Emergency Response services requested 13 times

Age Demographics of Clients

5 - under age 5 years old
9 - age 5 to 12 years
3 - age 13 to 17 years
10 - age 18 to 24 years
48 - age 25 to 34 years
64 - age 35 to 44 years
58 - age 45 to 54 years
58 - age 55 to 61 years
51 - age 62 years or older

Average Length of Stay in Days (HUD 2023)

National: 166
San Joaquin County: 68
LAC ES (May - July 2025): 34
LAC Day Use (May - July 2025): 23

Average Successful Exits From ES (HUD 2023)

National: 32.4%
San Joaquin County: 9.2%
LAC ES (May - July 2025): 15.15%
LAC Day Use (May - July 2025): 7.84%

Street and Shelter Outreach

217 outreach services provided to 89 individuals
55 individuals agreed to complete an HMIS survey
5 individuals agreed to re-engagement and give an updated HMIS survey

*Statistical data in earlier reports has been updated to reflect corrected information provided through ongoing data validation and reconciliation.

**Certain statistical data is manually tracked by OMI to supplement HMIS reporting where system fields do not capture specific measures.



LODI ACCESS CENTER CLIENT SERVICES REPORT

NOVEMBER 1, 2024 TO JULY 31, 2025

Overnight Shelter

10,470 overnight services provided to 199 clients
131 new clients enrolled to receive overnight and day services
105 clients re-entered to receive overnight and day services

Day Use Shelter

20,406 day services provided to 543 clients
508 new clients enrolled to receive day services only
63 clients re-entered to receive day services only

Services

Breakfast - 9,518 meals provided to 398 clients
Lunch - 12,407 meals provided to 421 clients
Showers - 11,657 showers provided to 263 clients

Client Contributions

107 Clients voluntarily contributed to accomplishing needs at the shelter 1,110 times
(i.e., clothing organization, cleaning, serving meals, etc.)

Transportation

944 transports provided to 159 clients
**Of these, 66 transports were provided to 51 clients for nonemergency medical needs
in lieu of unnecessarily calling for an ambulance

Case Management Services

537 services provided to 71 clients

Obtained Employment

38 employment positions obtained by 35 clients



Transitioned to Housing and/or Sobriety Program

39 transitions to housing obtained by 39 Overnight Shelter Clients
30 transitions to housing obtained by 30 Day Use Program Clients
10 transitions to shelters in another city obtained by 10 Day Use Program Clients
30 transitions to program obtained by 30 Overnight Shelter Clients
10 transitions to program obtained by 10 Day Use Program Clients

Ambassador, Law Enforcement, Emergency Services Requests from LAC

Safety Ambassador services requested 43 times
Lodi Police Department services requested 21 times
Emergency Response services requested 29 times

Age Demographics of Clients

7 - under age 5 years old
18 - age 5 to 12 years
6 - age 13 to 17 years
26 - age 18 to 24 years
92 - age 25 to 34 years
123 - age 35 to 44 years
100 - age 45 to 54 years
87 - age 55 to 61 years
84 - age 62 years or older

Average Length of Stay in Days (HUD 2023)

National: 166
San Joaquin County: 68
LAC ES (Nov 2024-current): 53
LAC Day Use (Nov 2024-current): 38

Average Successful Exits From ES (HUD 2023)

National: 32.4%
San Joaquin County: 9.2%
LAC ES (Nov 2024-current): 34.67%
LAC Day Use (Nov 2024-current): 9.21%

Street and Shelter Outreach

777 Individuals engaged by person-to-person interaction
146 individuals agreed to complete an HMIS survey
13 individuals agreed to re-engagement and complete an updated HMIS survey
1,668 engagements to 103 LAC Day Program and Outreach clients

*Statistical data in earlier reports has been updated to reflect corrected information provided through ongoing data validation and reconciliation.

**Certain statistical data is manually tracked by OMI to supplement HMIS reporting where system fields do not capture specific measures.



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution to Approve Service Level Specifications and Authorize the Community Development Director to Release a Request for Proposal for Operating the Lodi Access Center and Emergency Shelter (CD)

MEETING DATE:

October 1, 2025

PREPARED BY:

Jennifer Rhyne, Neighborhood Services Manager

RECOMMENDED ACTION:

Adopt a resolution to approve service level specifications and authorize the Community Development Director to release a request for proposal for operating the Lodi Access Center and Emergency Shelter.

BACKGROUND INFORMATION:

The City of Lodi ("City") as with all cities across the country has experienced a significant increase in unsheltered individuals over the past decade, growing from 139 in 2019 to 262 in 2024. In response, City Council adopted the regional strategic plan in November 2020, prioritizing access to crisis services, development of a permanent Access Center and Emergency Shelter ("Access Center"), and integration of wraparound services.

On June 18, 2025, City Council authorized staff to develop a new Request for Proposals (RFP) for Access Center operations. Staff has since prepared a draft RFP, incorporated feedback from the City Attorney's Office and San Joaquin County representatives, and is now presenting the RFP to City Council for consideration.

The attached RFP (Attachment 1) seeks qualified nonprofit providers to operate and manage the Access Center and Emergency Shelter 24/7, with an initial 60-bed count and flex capacity up to 208 beds. The model emphasizes low-barrier shelter access, coordination with County partners, and collection of outcome metrics such as housing placements, employment, service connections, and program retention.

Key elements of the RFP include:

- 24/7 shelter operations with accommodations for people, pets, and possessions.
- Coordination with County Partners as needed.
- Optional use of beds for Medical Respite to leverage additional funding streams. (not required)
- Mandatory participation in the Homeless Management Information System (HMIS).
- Reporting on core outcome metrics (housing, employment, service linkages, utilization, client engagement).
- Five-year initial agreement term, with one five-year extension option subject to performance and available funding.

COUNCIL COMMUNICATION

- Flexible budget model based on 60 initial overnight clients with per-bed cost for any occupancy above 60.

Tentative Timeline if RFP Authorized for Release:

- RFP Release Date: October 2, 2025
- Virtual Pre-Proposal Meeting: October 22, 2025
- Deadline for Questions: October 27, 2025
- Proposal Deadline: November 3, 2025
- Eligibility Determination: November 4 - November 16, 2025
- Evaluation & Notification: November 17 to December 2, 2025
- Interviews: December 10, 2025
- Anticipated City Council Award: January 7, 2026
- Contract Execution: January/February 2026
- Contract Start: April/May 2026

Evaluation Committee:

To ensure a fair and transparent review process, staff will establish an RFP Evaluation Committee to review and score all proposals received. The top three proposers will be invited for interviews, after which the committee will identify a recommended operator for City Council consideration at a future meeting. In the event of tied or close scoring, the evaluation committee may determine to interview more than three proposers. The proposed Evaluation Committee composition is as follows:

1. San Joaquin County Representative (1)
2. Other City Representatives (Tracy & Manteca)
3. Lodi Committee on Homelessness Representative (1)
4. Access Center Advisory Committee Member (1)
5. Lodi Police Department (1)

Attachments:

1. Access Center and Emergency Shelter Operator RFP
2. Resolution

STRATEGIC VISION:

4C. Housing: Continued progress towards Regional Housing Needs Assessment goals.

FISCAL IMPACT:

The RFP requires proposers to present a scalable financial model that reduces City costs and identifies potential funding offsets such as Medical Respite reimbursements, donations, and grant resources. City Council has previously allocated \$1.65 million in American Rescue Plan Act (ARPA) and Homeless, Housing Assistance, and Prevention (HHAP) funds to support the Access Center, which are expected to cover up to

COUNCIL COMMUNICATION

one year of operations through early 2027. All ARPA funds must be fully expended by December 31, 2026. Long-term operational costs will depend on proposals received, with future funding sources yet to be determined.

FUNDING AVAILABLE:

APRA-22001.Contracts through 2026. Grant resources outside of ARPA funds may provide operational support into the first quarter of 2027 (APRA-22001.Contracts. HHAP4). Sustained future funding availability unknown at this time.



REQUEST FOR PROPOSAL

FOR

ACCESS CENTER AND EMERGENCY SHELTER OPERATIONAL MANAGEMENT SERVICES

City of Lodi
Community Development Department
Neighborhood Services Division
221 W. Pine Street, Lodi, California 95240
Ph: 209-269-4519
NeighborhoodServices@lodi.gov

GENERAL INFORMATION

RFP ISSUED: October 2, 2025

RFP ISSUED TO: Open to All

RFP RESPONSE DUE DATE: **November 3, 2025 by 1:00 p.m.**

CONTACT PERSON: Jennifer Rhyne
Neighborhood Services Manager

PHONE: (209) 269-4519

EMAIL: NeighborhoodServices@lodi.gov

SUBMIT TO: 221 W Pine Street
Lodi, CA 95240

(1) USB
(9) Hard Copies for Evaluation Committee

POTENTIAL CONTRACT
AWARD DATE: Anticipated City Council Award Date January 7, 2026

Questions regarding this Request for Proposals ("RFP") may be submitted to Jennifer Rhyne, Neighborhood Services Manager, via email at: neighborhoodservices@lodi.gov

Questions will be accepted through October 27, 2025, and the City will make the responses to questions available to all parties that attended the pre-proposal meeting. Those organizations submitting proposals in response to this RFP ("Proposers") wishing to receive responses to questions directly may submit a request to the Neighborhood Services Division of Community Development to receive all inquiries and City responses.

I. BACKGROUND

The City of Lodi (“City”), not unlike many other areas in California, has experienced an increase in the number of unsheltered individuals over the past decade. From 2017 to 2019, homelessness across San Joaquin County increased by 170%, and in Lodi, the homeless population grew from 139 unsheltered individuals in 2019 to 208 in 2022, and 262 in 2024. The City of Lodi is committed to addressing the challenges of homelessness in our community and has devoted significant resources toward this effort including the development of Lodi’s first Temporary Emergency Shelter. To address the issues surrounding homelessness, the regional strategic plan was adopted by Lodi City Council November 2020. One of the goals of this strategic plan is to increase access and reduce barriers to homeless crisis services. To accomplish this, Lodi is developing a permanent Access Center and Emergency Shelter (“Access Center”) with wraparound services, and is looking for a partner that demonstrates the ability to operate and maintain the Access Center and emergency shelter for those experiencing homelessness in the Lodi (“Scope of Work”). The Access Center location (“site”) and area identified for neighborhood clean-up in the Scope of Work are show in Attachment A to this RFP.

The City intends for the Scope of Work for the Access Center to include day services to allow participants to remain onsite throughout the day. The City of Lodi is also committed to clean and safe public and private areas as well as the highest standards of public services and policies that will support Lodi’s quality of life. The successful Proposer is expected to operate the Access Center in a manner that does not impact the surrounding area and implementation of neighborhood clean-up deterring loitering in front of the facility, and other disruptive behaviors. The Access Center will help individuals experiencing homelessness develop a pathway towards permanent housing, income, healthcare, and stability through continued care services.

II. INTRODUCTION

City of Lodi Neighborhood Services Division is accepting proposals to provide the full twenty-four (24) hours per day, seven (7) days per week (referred herein as “24/7”) operational management services of the Access Center. The Access Center will have an initial fixed bed count of 60 for overnight services with a flex bed capacity to house up to 208 persons experiencing homelessness (the number of unhoused individuals in the City identified in the 2022 Point in Time Count) and would include wraparound services for these clients. It will be a full service facility including a commercial kitchen, a commercial laundry, dining area, sleeping quarters, administration offices, and space for supportive services including visiting social service providers. The Access Center is designed as a low barrier shelter that will accommodate people, pets, and possessions. The flex bed capacity noted above and throughout the document is for future consideration, but is not currently required as part of this Request for Proposal (“RFP”).

A low barrier shelter aims to provide immediate access to shelter space for people experiencing homelessness while reducing barriers for those who might not otherwise accept assistance. This means that a person will not be denied access to the shelter due solely to mental illness, substance abuse or addiction, pets, partners, or possessions. However, low barrier does not mean there are no

rules or boundaries at the shelter. Guests will be expected to agree to and abide by a code of conduct that respects and ensures the safety all guests, staff, pets, shelter facilities, and the surrounding community.

Collaboration and Coordination with Onsite Partners

The selected Proposer will be required to work in close coordination with key community partners, particularly San Joaquin County Behavioral Health Services and San Joaquin Health (collectively the “County Partners”). These entities will provide a range of onsite services, including a medical clinic, sobering center, isolation beds, and behavioral health respite care. These services are integral components of the Access Center and are designed to offer comprehensive, wraparound care to individuals experiencing homelessness. This model aims to improve client stabilization, address immediate health and behavioral health needs, and support long-term recovery and housing outcomes.

Collaboration with the County Partners is essential to ensure seamless service delivery, avoid duplication of efforts, and maintain a continuum of care. The selected Proposer must demonstrate the capacity and commitment to integrate program operations with these onsite services effectively.

Potential Medical Respite Bed Utilization

Proposers may include in their proposal the utilization of a portion of available beds as Medical Respite, to enhance services and leverage additional funding streams. Medical Respite, also known as recuperative care provides short-term residential care for individuals experiencing homelessness who are recovering from illness or injury and are not ill enough to require hospitalization, but who cannot safely recuperate on the streets or in traditional shelters.

Successful Proposers may pursue reimbursement opportunities for Medical Respite beds; however, no other CalAIM client supports will be eligible for reimbursement within the Access Center, in order to prevent duplication of services being provided by County Partners onsite.

Reporting and Data Management Requirements

The selected Proposer shall be required to submit monthly reports to the City. The specific data elements, format, and due dates for these reports will be determined in coordination with City staff and mutually agreed upon following contract execution. Timely and accurate reporting will be essential for program monitoring, compliance, and performance evaluation.

In addition, the selected Proposer will be required to enter client-level data into the San Joaquin County Homeless Management Information System (HMIS) for each individual accessing shelter services. HMIS is the database utilized by the San Joaquin County Continuum of Care (SJCoC) to record, manage, and report on service delivery and client outcomes for individuals experiencing homelessness.

To participate in the SJCoC, all Contributing HMIS Organizations (CHOs) must have an executed Agency Partner Agreement and a Data Sharing Memorandum of Understanding with the SJCoC. More information about these requirements and the HMIS system can be found at:

www.sanjoaquinccoc.org

Sample Outcome Metrics to be Tracked

The selected Proposer will be required to collect, track, and report on outcome metrics that demonstrate progress toward the goals of stabilization, service connection, and long-term housing for Access Center clients. Outcome data will be used to evaluate program effectiveness, support continuous improvement, and inform public reporting.

Below is a list of **the minimum outcome metrics** the City expects to be tracked (“Core Outcome Metrics”). Additional metrics may be requested or proposed as part of the final contract between the City and the selected Proposer.

Core Outcome Metrics:

- Number of Individuals Housed - Clients who exit the shelter into permanent housing, including independent living, transitional housing, or reunification with family
- Number of Individuals Gaining Employment - Clients who obtain part-time or full-time employment during or following program participation
- Number of Individuals Actively Seeking Employment - Clients engaged in job readiness, job search, or workforce development services
- Number of Individuals Connected to Supportive Services, including:
 - Behavioral Health
 - Substance Use Disorder Treatment
 - Other Stabilization Programs (specify program type)
- Number of Individuals Reconnected to Family - Clients who voluntarily reunite with family or natural support networks in stable living arrangements
- Number of Individuals Beginning Training or Education Programs - Includes GED courses, vocational training, adult education, or post-secondary programs
- Demographic Information - Including age, gender identity, race/ethnicity, disability status, veteran status, length of homelessness, and prior living situation

Shelter Utilization and Capacity Metrics

- Bed Occupancy Rate (%) - Percentage of available beds used nightly, averaged monthly
- Average Length of Stay (in days) - Measures client flow through the shelter and progress toward housing
- Exit Rate to Permanent Housing (%) - Proportion of total exits resulting in permanent housing

Engagement and Retention Metrics

- Rate of Client Engagement in Case Management or Navigation Services - Percentage of clients with active service plans or ongoing case management

- Program Retention Rate - Clients who remain engaged in services at 30, 60, and 90 days
- Number of Clients Returning to Homelessness After Exit (*Recidivism*) - Indicates stability of housing solutions and follow-up needs

Outreach and Navigation Metrics

- Number of Unsheltered Individuals Contacted - Total number of individuals engaged through outreach
- Number of Individuals Accepting Shelter Placement from Outreach - Demonstrates effectiveness of outreach in connecting people to shelter
- Number of Outreach Clients Connected to Behavioral Health or Substance Use Services - Includes referrals made and services initiated
- Number of Encampments Engaged or Resolved in Coordination with City or Partners - Where applicable, tied to outreach and clean-up efforts

Supportive Services and Barrier Reduction

- Number of Individuals Assisted with Benefits Enrollment - E.g., Medi-Cal, SSI/SSDI, CalFresh, or veteran services
- Number of Clients Obtaining Identification or Vital Documents - Includes DMV ID, Social Security card, birth certificate, etc.
- Number of Individuals Placed into Interim or Transitional Housing - Tracks step-ups from shelter or outreach into more stable environments
- Number of Referrals Made to Legal, Domestic Violence, Re-Entry, or Family Services - Captures service alignment for special populations

Client Feedback and Program Quality

- Client Satisfaction Rate - Based on anonymous surveys, interviews, or other formal feedback methods
- Number of Grievances Submitted and Resolved - Tracks transparency, fairness, and internal conflict resolution
- Improvement in Client-Identified Goals - Tracks qualitative or quantitative progress toward self-set goals (e.g., reduce use, reconnect with family, attend school, save money)

Project Timeline and Facility Readiness

The City will enter an operator agreement with the successful Proposer for the Scope of Work, which is anticipated to commence following the issuance of a Temporary Certificate of Occupancy (TCO) by the City of Lodi's Community Development Department ("Agreement"). The TCO is currently projected for April/May 2026, with the Access Center expected to open in June/July 2026.

This timeline is intended to provide the selected Proposer sufficient time to hire and train staff, establish operational procedures, and coordinate with onsite partners in advance of client intake.

The City will provide a turnkey facility to the selected Proposer. The successful Proposer will be responsible for the full scope of Access Center shelter operations and day-to-day maintenance of the building and site, ensuring the facility remains safe, clean, and accessible to all clients and staff.

The initial term of the Agreement shall be for five years from the date that the Agreement is fully executed with the option to extend an additional five years based upon acceptable performance by the successful Proposer, acceptable fee amounts and subject to the same terms and conditions of the Agreement.

All Proposers must meet the RFP requirements and demonstrate the ability to operate and maintain a 24/7 Access Center and emergency shelter for those experiencing homelessness in the Lodi community in order for the submission to be accepted.

Prerequisites

Proposals will only be considered from Proposers that meet the following prerequisites:

- Be a qualified private or public nonprofit organization currently engaged in providing homeless services and successfully managing homeless service centers.
- Have experience successfully managing and operating homeless programs and delivering relevant services of a similar type and scope as described in sections III, IV, and V of this RFP, and the sample Professional Services Agreement (Attachment B).
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Be in good standing with the federal government (not debarred)
- Have the current organizational experience and staff capacity to operate a 24/7 emergency shelter.
- Key personnel shall be experienced in case management services offered prior to signing the Agreement for the operation of the shelter.
- Qualified Proposers must have experience using the Homeless Management Information System (HMIS) to document program services and status.
- Qualified Proposers must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP upon request by the City.
- Qualified Proposers must have demonstrated experience with coordinated entry and success connecting clients to housing.
- Qualified Proposers understand the Access Center site may also serve as a warming/cooling location during inclement weather as reported by the National Weather Service and must be open for that purpose when requested by the City.

- Comply with grant funding laws and regulations and have the operational capacity to do so. These requirements may include federal record-keeping, reporting and financial requirements under the Code of Federal Regulations Title 24, Part 570 and Title 2 Part 200 and record keeping and data collection that may be required by the City and County.
- If recommending recuperative care beds, qualified applicants must have the capacity themselves or through a subcontract, to submit authorizations and claims for services to Medi-Cal managed care plans (MCPs).
- The selected Proposer shall be able to perform all the requirements as outlined within the RFP and meet the requirements of the sample Professional Services Agreement (Attachment B), which is subject to change at the City's sole discretion

City's Rights

The City's rights include, but are not limited to, to the following:

1. Issuing addenda to the RFP, including extending or revising the timeline for submittals.
2. Withdrawing, re-issuing, or modifying the RFP.
3. Requesting clarification and/or additional information from a Proposer at any point in the process.
4. Committing or offering funding to one or multiple Proposers.
5. Executing the Agreement with a Proposer(s) based on the original and/or other information submitted by the Proposer during the RFP process.
6. The City reserves the right to request that Proposers submit additional information as may be requested by staff to clarify or augment submitted information. Also, the City reserves the right to suspend, amend, or modify the provisions of this RFP, to reject all proposals, and/or to negotiate modifications of proposals.
7. Rejecting any or all proposals, waiving irregularities, accepting or rejecting all or any part of any proposal, waiving any requirements of the RFP, as may be deemed in the best interest of the City.

Proposer's Responsibilities

It is the responsibility of each Proposer to:

1. Examine this RFP thoroughly, including all exhibits and attachments.
2. Become familiar with local conditions that may affect cost, performance, or services.
3. Each Proposer is responsible for ensuring that its proposal is submitted to the City by the stated deadline, whether delivered in person, by mail, or through any other delivery method. All submissions are made at the Proposer's sole risk, and the City shall not be liable for any delays, delivery failures, or lost submissions. Proposals must be received by the City prior to

the designated due date and time; postmarks or other evidence of mailing will not be accepted as proof of timely submission.

Consequence of Submission of Proposal

The submission of a proposal shall not be deemed as an agreement between the Proposer and the City. The proposal is an offer by the Proposer to perform services in accordance with the proposal.

The proposals received shall become the exclusive property of the City.

All documents submitted in response to the RFP are considered public records and will be made available to the public upon request, unless exempt from disclosure under the Public Records Act or other applicable law. Please do not include confidential information or information that may violate the privacy or intellectual property rights of a third party.

Cost of Submitting Proposals

The cost of preparing and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the City. The City will not reimburse any Proposer for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, or participating in an interview.

Period of Performance

The initial term of the Agreement shall be five (5) years, commencing on the date the Agreement is fully executed by all parties. Upon satisfactory performance by the selected Proposer, continued reasonableness of fees, and mutual agreement of both parties, the City shall have the option to extend the Agreement for one (1) additional term of up to five (5) years, under the same terms and conditions. The Agreement and all amendments will be subject to City Council approval.

Proposed pricing for the required services shall remain firm and fixed for the duration of the initial five-year term. If the Agreement is extended, the City and the selected Proposer may negotiate modifications to pricing prior to the commencement of the Agreement renewal term, which would be approved as an amendment to the Agreement.

The City reserves the right to conduct annual evaluations of the selected Proposer's performance to ensure compliance with all agreed-upon performance metrics.

Key Dates – Tentative Timeline

RFP Release Date	October 2, 2025
RFP Pre-Proposal Meeting (Voluntary)	October 22, 2025
Deadline for RFP Questions	October 27, 2025
Proposal Deadline	November 3, 2025
Evaluation and Notification of Interview	December 2, 2025

Interview Dates	December 10, 2025
Anticipated City Council Contract Award	January 7, 2026
Contract Execution	January/February 2026
Anticipated Contract Start Date	April/May 2026

Pre-proposal Information Session

Proposers are highly encouraged to attend the pre-proposal information meeting. The meeting will cover details of the RFP and proposed Scope of Work, information on the shelter and will provide opportunities for questions. No statements made during the meeting shall be considered binding unless issued in writing through an official addendum to this RFP.

The preproposal meeting details are as follows:

Date: Wednesday, October 1, 2025 Time: 2:00 PM (PT)

Location: Lodi Carnegie Forum, 305 W Pine Street, Lodi, CA 95240

III. PROPOSAL OBJECTIVES and REQUIREMENTS

Operating Budget and Per-Bed Cost Structure

Recognizing that it may take time for the shelter to ramp up to full capacity, the City is requesting that each Proposer include a flexible budgeting approach to operating expenses in their proposal. This approach should reflect scalable staffing, service delivery, and operational costs that correspond to varying levels of client occupancy.

The proposal should be structured as follows:

- 60 overnight clients
- Per-bed cost for any occupancy above 60 clients, in the event the City activates flex bed capacity.

This flexible budgeting model will allow the City to plan for a phased operational scale-up while maintaining transparency and cost control.

During the Agreement term, the City will retain ownership of the Access Center site, as such will take on the utility expenses, long-term maintenance of the site, routine repairs of the building, and pest control. The selected Proposer will be responsible for regular janitorial, laundry, and landscape maintenance costs of the Access Center site.

IV. PROPOSER INFORMATION

1. Name of Entity or Organization:
2. Physical Address:
3. Mailing Address (if different than above):
4. Executive Director/CEO
 - Name:
 - Title:
 - Email:
 - Phone Number:
5. Contact Person (if different than above)
 - Name:
 - Title:
 - Email:
 - Phone Number:
6. Number of years organization has been in business:
7. Number of year's organization has operated as a 501 (c) (3):
8. Federal Tax ID Number:
9. Has this organization operated under another name? () Yes () No
 - If yes, list all previous names:
10. Number of year's organization has conducted the program for which services are being requested:
11. Describe your organization's history and experience in providing services to individuals experiencing homelessness:
12. Describe the organization's current approach to outreach and service delivery, particularly for unsheltered individuals or highly vulnerable populations:

V. PROPOSAL NARRATIVE

Proposers must provide responses to each of the items listed below. Responses should be clear, concise, and limited to 500 words or less per question, unless otherwise specified.

Where applicable, Proposers are encouraged to reference or attach sample policies, procedures, or other supporting documents that substantiate their responses. Attachments are not subject to the 500-word limit and may exceed that restriction as needed to provide adequate context or documentation.

Failure to respond to all required items may result in the proposal being deemed non-responsive.

1. Service Summary

Provide a summary of the proposed services to be delivered, including a high-level description of work to be performed and the key outcomes your organization expects to achieve.

2. Organizational Experience

Describe your organization's experience with programs or services similar to those described in the RFP. If the scope of work is new to your organization, describe the relevant expertise, partnerships, or resources that will support successful implementation.

3. Collaborative Partnerships

Describe current and past collaborations with other nonprofits, government agencies, faith-based organizations, and community stakeholders relevant to homelessness, housing, health, or supportive services.

4. Operational Methodology

Provide an overview of your approach to operating the City's Access Center and Emergency Shelter, including how you plan to scale services to meet evolving needs.

5. Tasks and Implementation

Specify the key tasks and activities your organization will undertake to accomplish the program's goals. Explain how and when these activities will be implemented and monitored for success.

6. Shelter Operations Capability

Demonstrate your organization's capacity to develop, implement, and manage an emergency shelter. Include a brief summary of your organizational infrastructure, staffing, and internal systems.

7. Admission and Program Participation Procedures

Provide detailed policies and procedures related to the intake and sheltering process, including:

- Client rules and guidelines
- Identification requirements
- Screening and assessment protocols
- Bed reservation and allocation system
- New client orientation process
- Policies for day-use clients and services
- Returning client procedures

- Exit and re-admission criteria for disqualification

8. Connection to Services and Housing

Explain how your organization will coordinate and refer clients to supportive services and housing programs. Describe partnerships or systems used to facilitate these connections.

9. Housing-Focused Goals

Describe your strategy for minimizing length of stay and assisting clients in obtaining permanent housing.

10. HMIS Participation

Detail your organization's past or current use of HMIS and outline your plan to ensure compliance with all data entry and reporting requirements.

11. Coordinated Entry Participation

Describe how your organization engages with the local coordinated entry system to assess client needs and match them with available services.

12. Accessibility and Inclusion

Describe how the proposed program will ensure accessibility for individuals with physical, mental, or developmental disabilities and those with other special needs.

13. Outreach to Unsheltered Individuals

Share your plan to proactively reach out to Lodi's unsheltered population and encourage their voluntary transition to the Access Center.

14. Community Engagement and Good Neighbor Plan

Provide a detailed "Good Neighbor Plan" that includes:

- Communication with residents, businesses, and community groups
- Public education and outreach
- Security and property management
- Responsiveness to neighborhood concerns
- Strategies to minimize community impact

15. Security Policies and Procedures

Describe your proposed security plan, including policies related to:

- Secured entry/exit points
- On-site security personnel
- Loitering deterrence
- Conflict de-escalation
- Client property storage

- Handling of weapons or contraband
- Coordination with law enforcement
- Overflow bed management

16. Health and Safety Policies

Describe your proposed policies related to client health and safety, including:

- Prescription medication handling
- Use of over-the-counter medications
- Infection control protocols
- HIPAA compliance and client confidentiality

17. Facility Maintenance Plan

Explain how your organization will maintain a clean, safe, and sanitary facility environment on a daily basis.

18. Transportation Plan

Describe your proposed transportation-related policies and procedures, including:

- Client transportation to/from the Access Center facility
- Transportation of new clients and their belongings
- Response to emergency transport needs initiated by Police or City staff
- Receiving donations and deliveries

19. Nondiscrimination and Equity Policies

Detail your organization's policies for:

- Compliance with all applicable federal and state civil rights laws
- Adherence to the Americans with Disabilities Act (ADA)
- Prevention of sexual harassment
- Policy on identifying alternative resources for individuals not eligible for onsite services (registered sex offenders, disqualified due to behaviors, etc.)

20. Pet and Service Animal Accommodation

Describe your proposed policies for allowing and managing pets and service animals on-site.

21. Grievance and Complaint Procedures

Outline your policies for receiving, reviewing, and resolving client grievances and complaints. Include your whistleblower policy.

22. Incident Reporting and Documentation Policy

Outline your system for reporting, documenting, and following up on client and staff incidents (e.g., injuries, altercations, overdoses, critical behavioral health events).

23. Emergency Preparedness and Response Plan

Describe your protocols for handling facility emergencies including:

- Medical emergencies
- Fire evacuation procedures
- Staff training on emergency drills

24. Staff Training and Development

Detail required staff training (e.g., trauma-informed care, de-escalation, cultural competency, CPR/First Aid, confidentiality). Include any ongoing professional development or certification requirements.

25. Internal Monitoring and Quality Assurance

Explain how your organization monitors service delivery quality, ensures compliance with regulations and funder requirements, and uses data to drive performance improvement.

26. Confidentiality, Client Records, and Data Security

Describe your policies and practices for maintaining and safeguarding client records, ensuring HIPAA and HMIS compliance, managing data sharing with partners, and responding to potential breaches.

27. City and County Partner Coordination

Describe how your organization will maintain communication and coordination with City staff and County Partners to support the successful operations of the Access Center.

28. Data Collection and Reporting

Explain the methods used to collect and track demographic and service data, including the software system(s) used for reporting.

29. CalAIM Medical Respite Experience

If applicable, describe your organization's experience providing Medical Respite services under CalAIM, either directly or through a subcontractor relationship. In your response, please include:

- A summary of your Medical Respite program(s), including scope of services and target populations
- Whether services were provided directly or through a subcontractor
- The number of clients served annually and typical length of stay
- Coordination protocols with managed care plans (MCPs), hospitals, or referring entities
- Outcomes tracked and reported (e.g., discharge destinations, health stabilization, hospital readmission rates)

- Billing and reimbursement experience under CalAIM, including familiarity with Department of Health Care Services (DHCS) standards and reporting requirements
- How this experience would inform your organization's ability to implement Medical Respite services at the Access Center, if selected
- If your organization is not interested in operating any Medical Respite services as potential cost offset, please clearly state that in your response

VI. BUDGET

All proposals must include a detailed line-item operating budget that accounts for all anticipated Scope of Work expenses associated with managing and operating the Access Center and Emergency Shelter. The budget should be realistic, cost-effective, and scalable and reflect the tiered bed capacity model outlined in the RFP.

Cost Savings and Funding Offsets

Proposers are strongly encouraged to identify and account for cost-saving strategies and alternative funding sources that may reduce reliance on City funding. These may include, but are not limited to:

- In-kind donations (e.g., food, supplies, equipment)
- Volunteer labor (please estimate FTE equivalents, even if no cost is incurred)
- Philanthropic support
- Private or public grants
- Community partnerships
- CalAIM Medical Respite reimbursement (*if proposing to operate Medical Respite beds*)
- Other funding offsets or reimbursements available through state, federal, or nonprofit programs

All savings and external funding sources should be clearly itemized in the budget and/or noted in the budget justification to ensure transparency in total cost estimates and to allow the City to assess the long-term sustainability of proposed operations.

Sample Expense Categories

The following categories are examples of allowable and expected costs. This list is not exhaustive; Proposers must ensure all costs required for full program operation are accounted for and identified in their submitted proposals.

1. Salaries and Benefits

Include a breakdown by position title, number of full-time and part-time staff, and associated benefits. Example roles may include:

- Shelter Director
- Assistant Director(s) / Managers / Supervisors
- Lobby Operators / Client Check-In
- Security Staff
- Case Managers
- Transitional Coordinator

- Outreach Coordinator(s) and Assistant(s)
- HMIS Coordinator(s)
- Cook(s) / Kitchen Staff
- Janitorial / Laundry Staff
- Neighborhood Clean-Up Staff (*Area shown in Attachment A*)
- Administrative and HR Support
- Shelter Monitors / Floaters / Relief Staff
- Volunteer Contributions: List anticipated volunteer positions and FTE equivalents

2. Food and Meal Expenses

- Breakfast, lunch, dinner, and snacks
- Value of donated food should be estimated and clearly noted
- Operator must log and report meals served daily to validate invoiced meal costs

3. Janitorial and Laundry Supplies

Cleaning products, PPE, linens, laundry detergent, etc.

4. Landscape Maintenance

Routine exterior maintenance and grounds upkeep

5. Transportation Costs

Fuel, vehicle maintenance, client transport, emergency transport coordination

6. Office Supplies and Administrative Expenses

Stationery, printing, postage, duplicating, etc.

7. Technology and Equipment

Laptops, software (e.g., HMIS), phones, copiers, internet access, etc.

8. Outreach Expenses

Bus passes, hygiene kits, gloves, resource materials, etc.

9. Neighborhood Clean-Up Supplies

Bags, tools, safety gear, etc. (See Attachment A for area map.)

10. Insurance

Liability, workers' compensation, property, vehicle, and professional liability. (See Insurance minimums listed as Attachment C to the Agreement for Professional Services included as Attachment A.)

11. Employee Training and Development

Staff certifications, onboarding, and continuing education (e.g., trauma-informed care, CPR, de-escalation)

Budget Structure Reminder

Budgets must reflect an occupancy model as follows:

- 60 overnight clients
- For any use of flex bed capacity (over 60 beds), provide a per-bed cost

VII. SELECTION PROCESS

All proposals will undergo a multi-step review process to ensure fairness, transparency, and alignment with the City's Access Center goals.

1. Initial Review for Completeness and Eligibility

Submitted proposals will first be reviewed by the Neighborhood Services Manager and the Community Development Director to confirm that all required materials have been submitted and that minimum eligibility criteria have been met.

2. Evaluation Committee Review

Eligible proposals will then be evaluated by an Evaluation Committee comprised of City staff and key community stakeholders. The committee will assess each proposal using the evaluation criteria outlined in the attached scoring rubric (Attachment C).

3. Selection for Interview

Based on scoring, the top three (3) proposals will be selected for interviews with the Evaluation Committee.

- If three or fewer proposals are received and all meet eligibility requirements, interviews will be conducted with all qualifying Proposers.

4. Final Recommendation

After completing the interview process, the Evaluation Committee will develop a recommendation for award of the Agreement. This recommendation will be presented to the Lodi City Council for final approval and selection of a service provider and authorization to enter the Agreement with the selected Proposer.

VIII. REJECTION OF PROPOSALS

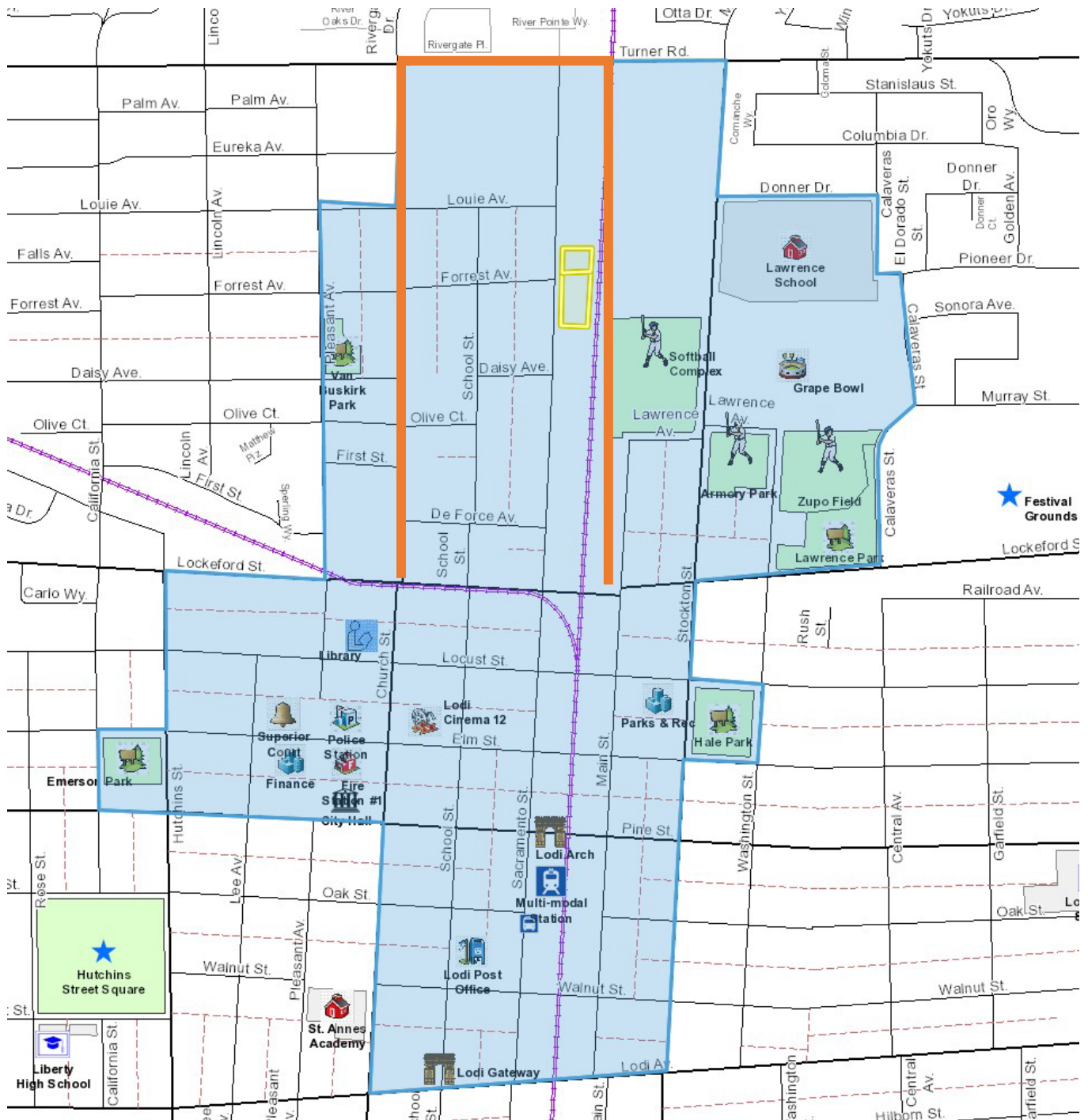
The City of Lodi reserves the right to reject any and all proposals and to solicit new proposals with modified terms and conditions in the Scope of Work. It also reserves the right to waive any informalities in connection with proposals.

IX. INFORMATION REQUESTS

Information regarding the Access Center project and the proposal Scope of Work can be obtained by contacting Jennifer Rhyne, Neighborhood Services Manager at NeighborhoodServices@lodi.gov.

ATTACHMENT A: SITE MAP- NEIGHBORHOOD CLEAN-UP

Clean-Up Map (Area highlighted in blue is overall clean-up area, however area boxed in orange is priority; including streets and alleyways as it is directly adjacent to the Access Center (highlighted in yellow)



ATTACHMENT B: AGREEMENT FOR PROFESSIONAL SERVICES

DRAFT

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____ (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 _____ (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 _____, 20____ and terminates upon the completion of the Scope of Services or on _____, 20____, 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 year extension; provided, CITY gives CONTRACTOR no less than thirty (30)

days written notice of its intent prior to expiration of the existing term. In the event CITY exercises any option under this paragraph, all other terms and conditions of 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 year(s).

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, 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:

To CONTRACTOR:

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

APPROVED AS TO FORM:

By: _____
KATIE O. LUCCHESI
City Attorney

By: _____
Name:
Title:

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

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

Doc ID:

CA: Rev.04.2025-LT (CA Formatted)



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.

ATTACHMENT C: EVALUATION CRITERIA

Proposers that submit a proposal will be reviewed based upon the following criteria:

Evaluation Category	Criteria	Points
1. Organizational Experience and Capability	• Demonstrated past and current experience providing homeless services • Capability to operate a full-service, congregate low-barrier shelter and navigation center with wraparound services as specified in the RFP • Relevant policies and procedures attached to the proposal • For joint applications only: narrative describing prior collaboration and outcomes of past joint efforts	20
2. Organizational Readiness and Operational Capacity	• Readiness to begin and sustain operations • Ability to prepare and execute a detailed operational plan • Demonstrated history of success supported by measurable outcomes	15
3. Staffing Plan and Key Personnel Qualifications	• Adequacy of staffing structure • Qualifications of key personnel • Clear and thorough description of roles and responsibilities for each position	15
4. Financial Plan and Budget	• Detailed proposed budget aligned with program goals • Identification of all funding sources • Fiscal responsibility and accountability	15
5. Client Service Delivery Approach	• Clear strategy to provide consistent, client-centered services • Plan for outcome measurement, data tracking, and reporting • Demonstrated adaptability to meet diverse client need	10
6. Government Funding Experience and Compliance	• Experience managing government funding • Knowledge of documentation requirements for expense reimbursement and reporting • Strong fiscal controls and administrative capacity	10
7. Community Engagement and Collaboration	• Demonstrated knowledge of and connection to the local community • Active partnerships with local and regional service providers	5
8. Proposal Quality and Completeness	• Overall quality, accuracy, and completeness of the proposal submission	5
9. Program Integration (All-Inclusive Operations)	• Proposer is applying to operate all required program components under a single organizational structure or partnership (points awarded only if fully met)	5
Total:		100

RESOLUTION NO. 2025-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING SERVICE LEVEL SPECIFICATIONS AND AUTHORIZE THE COMMUNITY DEVELOPMENT DIRECTOR TO RELEASE A REQUEST FOR PROPOSAL FOR THE LODI ACCESS CENTER AND EMERGENCY SHELTER OPERATIONS

WHEREAS, the City of Lodi City Council approved 710 N. Sacramento Street Lodi, CA 95240 as the location for the Access Center on October 6, 2021, per Resolution No. 2021-273; and

WHEREAS, the City is developing a permanent Access Center and Emergency Shelter (Access Center); and

WHEREAS, the Access Center will need a full-time operator once complete; and

WHEREAS, City Council authorized Staff on June 18, 2025 to develop a new Access Center and Emergency Shelter Operator Request for Proposal (RFP); and

WHEREAS, Staff received feedback on draft RFP by San Joaquin County representatives; and

WHEREAS, Staff recommends the City Council approve service level specifications and authorize the Community Development Director to release a request for proposal for operating the Lodi Access Center and Emergency Shelter.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby adopt a resolution approving service level specification and authorize the Community Development Director to release an RFP for the Lodi Access Center and Emergency Shelter Operations.

Dated: October 1, 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 October 1, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

Olivia Nashed
City Clerk

2025-____