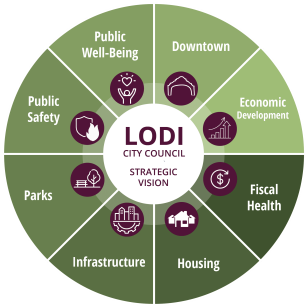
LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA - Regular Meeting
Date: February 18, 2026
Time: Closed Session: 6:15 p.m.
Regular Session: 7:00 p.m.

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



Notice Regarding Public Comments

Public Comment may be submitted in the following ways:

- In-person
- Zoom Webinar
  > Meeting ID: 833 1211 4928
  > Passcode: 499684
  > Phone number: 1 253 215 8782 or 1 346 248 7799
  > Link:
https://us06web.zoom.us/j/83312114928?pwd=DuYcaRAODmYTn3u00x3hUwqeQkRDNh.1
- 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 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) PUBLIC EMPLOYEE APPOINTMENT, Pursuant to Government Code § 54957(b). One Position: Interim City Manager.

b) 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) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION, significant Exposure to Litigation pursuant to Government Code § 54956.9(d)(2). Two cases.

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 In Observance of the Month of Ramadan, February 17 - March 19, 2026 (CLK)

Attachments: Attachment 1 - Proclamation

B.2 Presentation of Recognition to Retiring Community Development Director, John Della Monica (CLK)

B.3 Presentation of Recognition to Outgoing Interim City Manager, James Lindsay (CLK)

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 Receive and File Treasurer's Report and Register of Claims (IS - FIN)

Attachments: Attachment 1 - Treasurer's Report
Attachment 2 - Register of Claims

C.2 Accept the Quarterly Investment Report for the Quarter Ending September 30, 2025 (IS - FIN)

Attachments: Attachment 1 - Quarterly Investment Report 9.30.25

C.3 Accept the Quarterly Report of Purchases between $30,000 and $60,000 through December 31, 2025 (IS - FIN)

Attachments: Attachment 1 - $30k to $60k Purchases for Quarter 4

Res. **C.4** Adopt a Resolution Waiving the Bid Process and Approving Renewal of Dental Claims Administration Agreement with Stanislaus Foundation for Medical Care and Further Authorizing the Interim City Manager to Execute Agreement (IS - HR)

Attachments: Attachment 1 - Agreement with Stanislaus
Attachment 2 - Resolution

Res. **C.5** Consider Adopting a Resolution Approving the Allocation of Public Benefit Funds of $7,500 from District 2 Non-Profit Funds to Lodi Community Church ("Love Lodi") (Total $7,500) (CLK)

Attachments: Attachment 1 - Reso 2025-120 and Adopted Nonprofit Fund Policy
Attachment 2 - Proposal Letter
Attachment 3 - Resolution

Res. **C.6** Adopt a Resolution Repealing and Replacing Resolution No. 2023-98 and Adopting a Revised Lodi City Council Strategic Vision (CM)

Attachments: Attachment 1 - Updated Strategic Vision (Clean)
Attachment 2 - Updated Strategic Vision (Redlined)
Attachment 3 - Resolution

Res. **C.7** Adopt a Resolution Appointing Christina Jaromay to the Position of City Treasurer of the City of Lodi (CM)

Attachments: Attachment 1 - Resolution

Res. **C.8** Adopt a Resolution Updating City Staff Signers on City of Lodi Farmers & Merchants Bank Accounts (IS - BUD)

Attachments: Attachment 1 - Resolution and Signature Cards for F&M
Attachment 2 - Resolution

Res. **C.9** Adopt a Resolution Accepting and Appropriating the Homeless Housing, Assistance, and Prevention (HHAP) Round 5 Grant and Authorizing the Interim City Manager or Designee to Execute HHAP Round 5 Subrecipient Agreements in a Form Acceptable by the City Attorney (CD)

Attachments: Attachment 1 - CIP
Attachment 2 - Resolution

C.10 Approve Lodi Tourism Business Improvement District 2025 Annual Report (ED)

Attachments: Attachment 1 - Exhibit A - Visit Lodi Annual Report 2025 and 2026 Plan

Res. **C.11** Adopt a Resolution Approving Lodi Electric Utility Fee Schedule and Authorizing Annual Cost Based Adjustments (EU)

Attachments: Attachment 1 - Resolution

Res. **C.12** Adopt a Resolution Rejecting All Bids for the Adore Pets Building Demolition (PW)

Attachments: Attachment 1 - Resolution

Res. **C.13** Adopt a Resolution Authorizing Interim City Manager to Execute Amendment No. 5 with West Yost & Associates, Inc of Davis, for Fiscal Year 2025/26 Regulatory Engineering Services at White Slough Water Pollution Control Facility ($60,000) (PW)

Attachments: Attachment 1 - Amendment No 5
Attachment 2 - Resolution

Res. **C.14** Adopt a Resolution Authorizing Interim City Manager to Execute a Memorandum of Understanding Between the San Joaquin Council of Governments and the City of Lodi Regarding the Coordination of Ongoing Transit Planning and Programming of Federal Funds that Support the Ongoing and Future Deployment of Transit Services in the San Joaquin Region (PW)

Attachments: Attachment 1 - SJCOG MOU
Attachment 2 - Resolution

C.15 Accept Improvements Under Contract for 2024 DeBenedetti Park South Parking Lot Expansion (PW)

Attachments: Attachment 1 - Exhibit A - Project Photos

C.16 Set Public Hearing for March 18, 2026, to Consider Resolution Adopting Pre-Approved, Proposition 218 Consumer Price Index-Based Annual Adjustment to Rates for Solid Waste Collection (PW)

Attachments: Attachment 1 - Exhibit A - Proposed Rates

C.17 Set a Public Hearing for March 4, 2026, to Repeal and Replace Resolution No. 2018-111 and Authorize the City of Lodi to Join the Statewide Community Infrastructure Program; Authorize the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special District Taxes and to Form Assessment Districts and Community Facilities Districts Within the Territory of the City of Lodi; Embody the Terms of a Joint Community Facilities Agreement Setting Forth the Provisions for Community Facilities District Financings; Approve Form of Acquisition Agreement for Use When Applicable; and Authorize Related Actions (ED)

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 6.3l). 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

Res. **F.1** Public Hearing to Consider Adopting a Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers (PW)

Attachments: Attachment 1 - Exhibit A - Water Rates
Attachment 2 - Resolution

Ord. **F.2** Public Hearing to Consider Waiving the First Reading and Introducing Ordinance Revising Lodi Municipal Code, Section 13.20.240 Schedule G1-General Service-Group 1 Commercial/Industrial and Section 13.20.250 Schedule G2-General Service-Group 2 Commercial/Industrial (Community Benefits Incentive Discount) (EU)

Attachments: Attachment 1 - Ordinance (Redlined)
Attachment 2 - Ordinance (Clean)
Attachment 3 - PowerPoint Presentation

G. Regular Calendar

Res. **G.1** Receive Presentation of the Lodi Economic Development Strategic Plan and Consider Resolution Adopting the Plan (ED)

Attachments: Attachment 1 - Lodi Economic Development Strategic Plan
Attachment 2 - Resolution

Res. **G.2** Consider Adopting a Resolution Extending the Term of Economic Development Ad-Hoc Committee for an Additional Year (ED)

Attachments: Attachment 1 - Resolution No. 2024-20
Attachment 2 - Resolution

G.3 Discuss and Provide Direction on the Formation of a City Council Ad Hoc Committee to Review and Make Recommendations on the City's Delivery of Services to the Community (CM)

Res. **G.4** Adopt a Resolution Approving the Memorandum of Understanding Between the City of Lodi and the Lodi Professional Firefighters for the Period January 1, 2026 through December 31, 2028 (IS - HR)

Attachments: Attachment 1 - Memorandum Placeholder
Attachment 2 - Resolution

Res. **G.5** Adopt a Resolution Approving the Memorandum of Understanding Between the City of Lodi and the Lodi City Mid-Management Association for the Period January 1, 2026 through December 31, 2028 (IS - HR)

Attachments: Attachment 1 - Memorandum Placeholder
Attachment 2 - Resolution

Res. **G.6** Adopt a Resolution Defining Benefits and Approving Benefit Modifications and Compensation for Unrepresented Mid-Management and General Service employees (CM)

Attachments: Attachment 1 - Resolution

Res. **G.7** Adopt a Resolution Approving Side-Letter Agreements Between the City of Lodi and Local 1245 International Brotherhood of Electrical Workers (IS - HR)

Attachments: Attachment 1 - Side-Letter Agreement (Benefits)
Attachment 2 - Side-Letter Agreement (Apprentice)
Attachment 3 - Resolution

Res. **G.8** Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Jennifer Fontanilla, Library Director, Including Future Wage Adjustments to Bring the Library Director's Base Salary to $172,010 Annually, effective January 4, 2027, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

Attachments: Attachment 1 - Addendum and Exh A
Attachment 2 - Resolution

Res. **G.9** Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Christina Jaromay, Parks, Recreation and Cultural Services Director, Including Future Wage Adjustments to Bring the PRCS Director's Base Salary to $219,390 Annually, effective January 4, 2027, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

Attachments: Attachment 1 - Addendum with Exh A Documents
Attachment 2 - Resolution

Res. **G.10** Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Jeffrey Berkheimer, Electric Utility Director, Including Future Cost of Living Increases, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

Attachments: Attachment 1 - Addendum
Attachment 2 - Resolution

Res. **G.11** Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Ricardo Garcia, Police Chief Including a One-Point Two One Percent (1.21%) Equity Adjustment to Bring the Police Chief's Base Salary to $269,921 Annually, effective January 5, 2026, Future Cost of Living Increases, Reduction in CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

Attachments: Attachment 1 - Addendum and Exh A Original Agreement
Attachment 2 - Resolution

Res. **G.12** Adopt a Resolution Authorizing the City Manager to Execute an Addendum #2 to the Employment Agreement with Luis Aguilar, Economic Development Director, Including a Five Percent (5%) Equity Adjustment to Bring the Economic Development Director's Base Salary to $198,198 Annually, effective January 5, 2026, Future Cost of Living Increases, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

Attachments: Attachment 1 - Addendum #2 and Exh A with Prior Addendum and Agreement
Attachment 2 - Resolution

Res. **G.13** Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Kenneth Johnson, Fire Chief, Including a Five Percent (5%) Equity Adjustment to Bring the Fire Chief's Base Salary to $236,752 Annually, effective January 5, 2026, Future Cost of Living Increases, and Modification to the City's Contribution to Medical Premiums (CM)

Attachments: Attachment 1 - Addendum and Exh A Original Agrmt
Attachment 2 - Resolution

Res. **G.14** Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Katie O. Lucchesi, City Attorney, Including Wage Adjustment to Bring the City Attorney's Base Salary to $303,680 Annually, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

Attachments: Attachment 1 - Addendum with Amend #1 and Original Agreement
Attachment 2 - Resolution

Res. **G.15** Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Olivia Nashed, City Clerk, Including Wage Adjustment to Bring the City Clerk's Base Salary to $162,842 Annually, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

Attachments: Attachment 1 - Addendum and Exh A
Attachment 2 - Resolution

Res. **G.16** Adopt a Resolution Appointing an Interim City Manager Candidate, a Retired PERS Annuitant, at a Rate of $140 per hour and Not to Exceed 960 hours in a Fiscal Year (IS - HR)

Attachments: Attachment 1 - ICM Employment Agreement
Attachment 2 - Resolution

H. Ordinances

Ord. **H.1** Waive the Second Reading and Adopt Ordinance No. 2044 Amending Lodi Municipal Code Chapter 15.44 "Off-Site Improvements and Dedications," by Updating Section 15.44.040 "Exemption or Deferment" (CLK)

Attachments: Attachment 1 - Redlined Ordinance
Attachment 2 - Clean Ordinance

Ord. **H.2** Waive the Second Reading and Adopt Ordinance No. 2045 Amending Lodi Municipal Code Chapter 2.12 "City Manager" by Revising Section 2.12.050 "Removal" (CLK)

Attachments: Attachment 1 - Proposed Changes to LMC 2.12.050 City Manager Removal (Redlined)
Attachment 2 - Proposed Changes to LMC 2.12.050 City Manager Removal (Clean)

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 In Observance of the Month of Ramadan, February 17 - March 19, 2026 (CLK)

MEETING DATE:
February 18, 2026

PREPARED BY:
Olivia Nashed, City Clerk

RECOMMENDED ACTION:
Mayor Yepez will present a proclamation in observance of the month of Ramadan, February 17 - March 19, 2026.

BACKGROUND INFORMATION:
Ramadan is the ninth month of the Islamic lunar calendar and is regarded as the holiest month in Islam. It commemorates the period when the first verses of the Qur'an were revealed to the Prophet Muhammad in 610 CE in the Cave of Hira near Mecca. During Ramadan, Muslims around the world fast from dawn to sunset, refraining from food, drink, and other physical needs as a means of spiritual reflection, self-discipline, and increased devotion. The fast is one of the Five Pillars of Islam, making it a central religious commitment. The month concludes with the celebration of Eid al-Fitr, three days of festivities marked by communal prayers, charity, and gatherings with family and friends.

Lodi Muslim Mosque, Masjid Ya Rasool-Allah, Khurram Shehzan Khan, Roger Khan, Mohsen Masood Khan and Muhammad Sohrab Ali Khan will be present to accept the proclamation.

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.

PROCLAMATION

Ramadan 2026

WHEREAS, Ramadan is the ninth month of the Islamic lunar calendar and is observed by Muslims worldwide as a sacred month of fasting, prayer, reflection, and community; and

WHEREAS, during Ramadan, Muslims abstain from food and drink from dawn to sunset, engage in increased acts of charity and service, and gather with family, friends, and neighbors to break their fast at sunset; and

WHEREAS, Ramadan commemorates the revelation of the Qur'an and serves as a time for spiritual growth, self-discipline, compassion, and renewed commitment to faith and moral values; and

WHEREAS, the observance of Ramadan concludes in the celebration of Eid al-Fitr, a joyful holiday marked by prayer, generosity, and fellowship; and

WHEREAS, the values emphasized during Ramadan, charity, service, gratitude, unity, and compassion, strengthen the social fabric of our entire community and reflect our shared commitment to mutual respect and understanding; and

WHEREAS, the Muslim community in Lodi enriches our us through its leadership in civic engagement, charitable work, business, education, healthcare, public service, and the arts.

NOW, THEREFORE, BE IT RESOLVED that I, Ramon Yepez, Mayor of the City of Lodi, do hereby recognize the Holy Month of Ramadan, February 17 to March 19, 2026**,** recognize Masjid Ya Rasool-Allah and Lodi Muslim Mosque in Lodi, and encourage all residents to join in recognizing the significant spiritual and cultural contributions of our Muslim community to foster a spirit of unity and goodwill throughout this sacred time, and wish the residents of Lodi *Ramadan Mubarak*.

SIGNED on this 18th day of February, 2026.

COUNCIL COMMUNICATION

AGENDA TITLE:
Presentation of Recognition to Retiring Community Development Director, John Della Monica (CLK)

MEETING DATE:
February 18, 2026

PREPARED BY:
Olivia Nashed, City Clerk

RECOMMENDED ACTION:
Presentation of Recognition to Retiring Community Development Director, John Della Monica.

BACKGROUND INFORMATION:
John Della Monica joined the City of Lodi in early 2020. Through the turmoil of COVID-19 and beyond, John led the Community Development department with patience, kindness, and consistency, creating an environment where staff felt supported and valued. He took time to listen, mentor, and guide employees through both everyday work and challenges. His focus on teamwork strengthened relationships within the department, with community partners, and helped foster a culture of respect and trust.

During his tenure, he advanced the Community Development Department in meaningful and lasting ways with staff support. He helped foster major capital projects, including a full-service low-barrier emergency shelter and navigation center, transitional housing, and permanent supportive housing that expanded the City's ability to respond to community needs. He encouraged partnerships that advanced affordable housing and promoted balanced, community-focused development. He also guided significant commercial and residential projects, including the long-awaited Lakehouse mixed-use development, contributing to economic vitality and thoughtful growth.

Importantly, John helped position the City for its next generation of growth. Under his leadership, the City successfully advanced and adopted a major Sphere of Influence update and worked collaboratively with regional partners to negotiate a County tax-sharing agreement, establishing a strong foundation for future annexations and fiscally responsible expansion. These efforts, alongside long-term planning initiatives such as the Downtown Specific Plan and adoption of the Housing Element, aligned the City for strategic, well-planned growth for years to come.

Internally, he strengthened the department by expanding staffing capacity and filling key leadership roles, including the Chief Building Official, Deputy Director/City Planner, and Neighborhood Services Manager, ensuring the organization is positioned to carry forward its work. The City Council and Staff are grateful for his leadership and the example he set, and wish him all the best in his well-deserved retirement.

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.

COUNCIL COMMUNICATION

AGENDA TITLE:
Presentation of Recognition to Outgoing Interim City Manager, James Lindsay (CLK)

MEETING DATE:
February 18, 2026

PREPARED BY:
Olivia Nashed, City Clerk

RECOMMENDED ACTION:
Presentation of Recognition to Outgoing Interim City Manager, James Lindsay.

BACKGROUND INFORMATION:
In May 2025, James Lindsay was appointed Acting City Manager by the Lodi City Council, stepping into leadership during a pivotal time for the City. Since his appointment, James has spearheaded comprehensive updates to major City policies, including the Travel Policy, Cal-Card Policy, and Investment Policy, while strengthening fiscal accountability and operational efficiency.

Throughout his tenure, first as Acting then as Interim City Manager, James expertly guided City staff through a period of transition, generously sharing his experience and knowledge with the Council, staff, and the broader Lodi community. His steady leadership and collaborative approach fostered confidence and continuity across the organization.

James successfully led the City through adoption of the Fiscal Year 2025/26 Budget and the Fiscal Year 2025/26 Mid-Year Budget, ensuring thoughtful financial planning and transparency. He also served as liaison to the City Treasurer and the City's newly formed Finance Committee, keeping Council members well-informed of the City's fiscal status and key financial decisions.

Most recently, James worked diligently to secure successor memoranda of understanding between the City and its labor groups, reinforcing positive labor relations and long-term organizational stability.

James's leadership, wisdom, insight, and authenticity have left a lasting impact on City staff and the community. The City Council and staff gratefully recognize the strong foundation Mr. Lindsay has laid for the future of Lodi and extend their best wishes as he embarks on his next adventure.

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.

COUNCIL COMMUNICATION

AGENDA TITLE:
Receive and File Treasurer's Report and Register of Claims (IS - FIN)

MEETING DATE:
February 18, 2026

PREPARED BY:
Chia Lor, Accounting Manager

RECOMMENDED ACTION:
Receive and File Treasurer's Report and Register of Claims.

BACKGROUND INFORMATION:
The Treasurer's Report (Attachment 1) summarizes the revenue and expenditure activity through December 31, 2025. Due to staff transition within the Finance Division, the Treasurer's Report has not been filed since September 4, 2024, for the period ending July 31, 2024. With key position now filled, the Finance Division is resuming the monthly reporting beginning in Fiscal Year 2026.

This report presents financial activities for the first half of current fiscal year covering July 1, 2025 through December 31, 2025. It includes year-to-date actuals compared to the adopted budget, as well as a comparison to the prior year actuals for the same period. Monthly financial reports are prepared on a cash basis, meaning revenues are recorded when received and expenditures when paid. Accruals are only recorded at fiscal year end, in accordance with accounting standards. Because revenue and expenditure activity do not occur evenly throughout the year, fluctuations in monthly totals are expected and do not necessarily reflect unusual trends.

Attachment 2 includes the Register of Claims totaling $156,510,180 for the period of July 1, 2025 through December 31, 2025. Of this amount, $124,249,818 was paid through Accounts Payable and $32,260,362 through Payroll. All transactions reflected in the register are consistent with the adopted Fiscal Year 2025-26 budget and any amendments approved by City Council.

Interpreting the monthly financial information requires an understanding of the City's cash flow patterns. While regular operating expenditures tend to occur consistently, the timing of major revenues, such as property taxes and sales tax, and capital project expenditures, vary throughout the year. These timing differences can influence month-to-month trends. Staff will continue to note these timing differences for the Council and the public through footnotes in this report and future reports.

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.

Treasurer's Report

Month Ending December 31, 2025

UNAUDITED NUMBERS

Fund	Cash & Investments 7/01/2025	Revenue	Expenditures	Cash & Investments 12/31/2025
100 General Fund	$ 48,969,648	$ 38,593,156	$ 52,258,301	$ 35,304,503
101 CFD 2007-01	(19,286)	-	1,128,970	(1,148,256)
103 Measure L	180,236	5,373,994	6,444,556	(890,327)
104 American Rescue Plan	5,365,319	58,381	820,851	4,602,850
120 Library Fund	2,026,288	1,535,837	832,555	2,729,570
200 Parks, Recreation & Cultural Services	3,856,093	7,089,396	4,158,545	6,786,945
210 Public Safety	822,401	266,226	67,166	1,021,461
270 Community Development	10,245,407	2,205,984	3,345,906	9,105,485
300 Streets	20,194,612	6,056,394	5,293,571	20,957,434
331 Transportation	123,281	1,235	61,577	62,939
350 Community Programs	494,353	1,715,406	2,965,381	(755,622)
410 Capital Outlay	133,578	272	-	133,850
431 Impact Mitigation Fees	28,661,174	2,430,014	6,360,523	24,730,665
490 Debt Service	-	1,641,600	1,180,750	460,850
500 Electric Utility	35,430,449	57,819,914	61,078,074	32,172,290
530 Wastewater Utility	32,153,284	13,353,061	19,213,595	26,292,751
560 Water Utility	65,502,234	10,079,318	7,074,895	68,506,658
600 Transit	3,259,647	5,346,226	5,611,030	2,994,843
641 Equipment Replacement	6,134,588	2,475,179	665,635	7,944,132
650 Fleet	486,590	761,051	1,429,364	(181,723)
655 Insurance	26,585,424	15,362,654	12,674,480	29,273,598
700 Landscape Maint.	257,035	4,025	28,185	232,875
	$ 290,862,356	**$ 172,169,325**	**$ 192,693,909**	**$ 270,337,771**

*Cash and investments for Electric Utility does not include the amount held in the NCPA GOR.

Cash & Pooled Cash Investments Summary		
Farmers & Merchants	Main Account	$ 5,144,775
Farmers & Merchants	Payroll	824,749
Farmers & Merchants	Money market	28,181,117
Farmers & Merchants	Certificates of Deposit	733,479
Farmers & Merchants	DB Claims	8,837
Farmers & Merchants	AIMS	22,531
Farmers & Merchants	Central Plume	60,489
PARS	Pension Trust	31,112,416
PARS	OPEB Trust	2,876,777
Local Agency Investment Fund	LAIF Investment	51,657,566
Wells Fargo Bank	Investments	124,133,536
Cal Trust Medium Term Fund	Investments	11,572,451
US Bank	Debt service	14,006,167
Cash Held by City	Misc.	4,696
	Cash and Pooled Cash Investments	$ 270,337,771

Treasurer's Report

Month Ending December 31, 2025

Revenues (excluding transfers in)

Fund Information	Adopted Budget	Amended Budget	Year To Date	Percentage	Prior Year Actual
General Fund					
Taxes	48,058,730	48,058,730	15,616,350	32.5%	9,141,743
Licenses & Permits	138,300	138,300	33,651	24.3%	23,453
Fines/Forfeits & Penalties	1,234,100	1,234,100	668,676	54.2%	734,313
From Use Of Money/Proceeds	7,700,000	7,700,000	4,217,644	54.8%	4,029,600
Miscellaneous Revenue	864,570	864,570	186,214	21.5%	(891,245)
Intergovernmental Revenues	9,043,080	9,043,080	312,994	3.5%	594,320
Charges For Services	1,263,860	1,327,860	859,854	64.8%	528,906
General Fund Revenue	**$ 68,302,640**	**$ 68,366,640**	**$ 21,895,383**	**32.0%**	**$ 14,161,090**
Other Funds					
101 CFD 2007-01	1,133,470	1,133,470	-	0.0%	-
103 Measure L	8,739,160	8,739,160	3,121,516	35.7%	835,021
104 American Rescue Plan	-	-	5,226,106	0.0%	5,616,976
120 Library Fund *1	26,000	27,000	86,642	320.9%	76,310
200 Parks, Recreation & Cultural Services	2,675,950	2,675,950	1,365,257	51.0%	940,956
210 Public Safety *2	237,000	237,000	566,053	238.8%	190,780
270 Community Development	3,958,330	3,958,330	1,939,207	49.0%	2,183,634
300 Streets	6,255,170	6,255,170	4,650,853	74.4%	2,508,324
331 Transportation	104,930	104,930	1,235	1.2%	(68,932)
350 Community Programs	11,798,000	12,400,910	1,108,591	8.9%	390,281
410 Capital Outlay	-	140,000	153,588	0.0%	99,144
431 Impact Mitigation Fees	1,852,180	1,852,180	869,758	47.0%	1,615,858
500 Electric Utility	97,200,230	97,200,230	53,763,495	55.3%	57,167,184
530 Wastewater Utility	19,473,590	19,473,590	12,613,716	64.8%	10,348,853
560 Water Utility	15,638,060	15,638,060	9,522,709	60.9%	9,823,471
600 Transit	8,890,430	8,890,430	3,409,709	38.4%	1,288,054
641 Equipment Replacement	-	-	115,054	0.0%	1,217,507
650 Fleet	2,970,000	2,970,000	359,426	12.1%	621,620
655 Insurance	17,093,660	17,093,660	12,943,301	75.7%	7,633,509
700 Landscape Maint.	33,800	33,800	3,618	10.7%	3,777
Subtotal Other Fund	198,079,960	198,823,870	111,819,834	56.2%	102,492,327
Total Revenue	**$ 266,382,600**	**$ 267,190,510**	**$ 133,715,217**	**50.0%**	**$ 116,653,417**

*1 Increase is due to investment earnings that were not programmed in the FY 26 Adopted Budget

*2 Increase reflects State Grant funding recognized in FY 26 that was received in FY25

Treasurer's Report

Month Ending December, 31 2025

Expenditures (excluding transfers out)

Fund Information	Adopted Budget	Amended Budget	Year To Date	Percentage	Prior Year Actual
General Fund					
Division Name					
City Clerk	961,690	961,690	419,275	43.6%	340,454
City Manager	2,171,600	2,171,600	1,193,524	55.0%	1,018,122
City Attorney	1,387,540	1,387,540	686,842	49.5%	568,020
Risk Management *1	(1,690)	(1,690)	(249,355)	14754.7%	3,861
General Government	**4,519,140**	**4,519,140**	**2,050,286**	**45.4%**	**1,930,457**
Internal Services Admin	114,870	114,870	54,221	47.2%	146,183
Budget & Treasury	578,420	578,420	307,731	53.2%	221,210
Financial Services	3,589,520	3,589,520	1,794,440	50.0%	1,537,860
Human Resources	1,172,280	1,172,280	504,329	43.0%	451,320
Information Technology	2,869,320	2,869,320	1,391,799	48.5%	1,447,417
Internal Services	**8,324,410**	**8,324,410**	**4,052,520**	**48.7%**	**3,803,990**
Administration	2,588,160	2,588,160	1,836,259	70.9%	1,451,963
Services Bureau	6,606,610	6,606,610	3,550,582	53.7%	3,070,741
Operations Bureau	19,379,190	19,379,190	11,954,004	61.7%	10,930,303
Police	**28,573,960**	**28,573,960**	**17,340,845**	**60.7%**	**15,453,007**
Administration	1,669,190	1,669,190	976,065	58.5%	935,471
Operations	15,069,040	15,492,137	8,792,252	56.8%	8,126,295
Fire	**16,738,230**	**17,161,327**	**9,768,317**	**56.9%**	**9,061,766**
Public Works Administration	668,540	668,540	419,045	62.7%	254,514
Engineering	2,531,530	2,531,530	1,463,905	57.8%	1,249,219
Facilities	1,515,630	1,515,630	652,425	43.0%	627,900
Graffiti Abatement & Lot Maint	65,500	65,500	6,331	9.7%	3,950
Public Works	**4,781,200**	**4,781,200**	**2,541,706**	**53.2%**	**2,135,583**
Housing & Community Develop	477,540	477,540	218,914	45.8%	177,497
Community Development	**477,540**	**477,540**	**218,914**	**45.8%**	**177,497**
Non Departmental	4,355,740	4,355,740	463,597	10.6%	1,195,746
Non-Departmental	**4,355,740**	**4,355,740**	**463,597**	**10.6%**	**1,195,746**
Subtotal General Fund Expenditures	**$ 67,770,220**	**$ 68,193,317**	**$ 36,436,185**	**53.4%**	**$ 33,758,046**
Other Funds					
101 CFD 2007-01	4,500	4,500	-	0.0%	-
103 Measure L	7,330,800	7,330,800	4,184,209	57.1%	3,745,786
104 American Rescue Plan *2	-	5,185,505	623,072	12.0%	309,235
120 Library Fund	1,665,930	1,666,930	767,199	46.0%	771,609
200 Parks, Recreation & Cultural Services	8,247,630	8,632,414	3,927,186	45.5%	3,446,664
210 Public Safety	233,560	441,098	51,902	11.8%	67,981
270 Community Development	5,751,980	5,751,980	2,121,587	36.9%	1,502,021
300 Streets	9,181,830	16,353,339	4,893,805	29.9%	2,640,664
331 Transportation	125,000	136,280	50,198	36.8%	59,671
350 Community Programs	1,312,200	11,078,454	2,235,910	20.2%	852,746
410 Capital Outlay *2	740,000	13,549,332	3,141,845	23.2%	3,285,819
431 Impact Mitigation Fees *2	14,000	3,075,848	335,596	10.9%	67,235
500 Electric Utility	93,597,930	96,448,213	52,582,349	54.5%	49,086,308
530 Wastewater Utility	19,509,400	32,285,699	13,599,283	42.1%	11,633,951
560 Water Utility	12,500,030	28,306,798	5,123,225	18.1%	5,377,500
600 Transit	8,707,360	13,576,558	5,058,592	37.3%	1,756,014
641 Equipment Replacement	2,825,940	3,484,211	406,666	11.7%	317,474
650 Fleet	2,952,970	2,952,970	729,238	24.7%	625,011
655 Insurance	20,123,150	20,851,485	10,319,464	49.5%	9,355,520
700 Landscape Maint.	60,340	60,340	25,270	41.9%	29,143
Subtotal Other Fund	**$ 194,884,550**	**$ 271,172,754**	**$110,176,596**	**40.6%**	**$ 94,930,352**
Total Expenditures	**$ 262,654,770**	**$ 339,366,071**	**$146,612,781**	**43.2%**	**$ 128,688,398**

*1 Annual salary and benefit expenditures transferred to Workers' Compensation and General Liability funds.

*2 Budget and expenditures are related to capital projects and funds will be spent as project is completed.

AP Council Report Summary
7/1/2025-12/31/2025

Fund	Fund Title		Amount
100	General Fund	$	37,488,864.98
103	Measure L	$	2,486.01
104	American Rescue Plan	$	819,582.19
120	Library Fund	$	364,642.93
140	Expendable Trust	$	1,101,653.45
200	Parks Rec & Cultural Services	$	1,023,138.71
205	State Grants	$	4,305.48
206	Misc Grants	$	409.03
218	Police State Safety Grant	$	4,576.41
270	Comm Dev Special Rev Fund	$	1,503,323.27
300	Street Fund	$	13,352.50
301	Gas Tax-2105 2106 2107	$	861,213.50
302	Gas Tax -2103	$	189,551.92
303	Measure K Funds	$	320,646.27
306	RTIF County/COG	$	143,979.03
307	Federal - Streets	$	1,195,888.93
308	IMF(Regional) Streets	$	979,501.12
314	IMF-Regional Transportation	$	872.35
331	LTF-Pedestrian/Bike	$	64,086.92
350	H U D	$	46,454.00
355	GRANTS COMM. IMPR	$	2,437,168.29
431	Capital Outlay/General Fund	$	3,636,025.63
432	Parks & Rec Capital	$	1,603,508.54
434	Arts in Public Places-IMF	$	3,200.00
437	IMF Parks & Rec Facilities	$	936,687.94
490	Bond Interest & Redemption	$	1,180,100.00
500	Electric Utility Fund	$	33,340,803.13
501	Utility Outlay Reserve Fund	$	639,407.39
503	Low Carbon Fuel Standard	$	33,913.17
504	Public Benefits Fund	$	526,750.01
505	IMF EU Substation & Trans Syst	$	561.80
508	Environmental Compliance	$	3,856,968.22
530	Waste Water Utility Fund	$	5,656,750.56
531	Waste Wtr Util-Capital Outlay	$	5,497,260.81
560	Water Utility Fund	$	2,470,300.43
561	Water Utility-Capital Outlay	$	551,252.99
565	PCE/TCE Rate Abatement Fund	$	205,609.39
600	Dial-a-Ride/Transportation	$	1,864,572.90
601	Transit Capital	$	2,941,845.91
605	Prop.1B State of Good Repair	$	359.99
641	Equipment replacement	$	111,986.96
642	IT replacement	$	244,285.32
643	Vehicle replacement PD	$	215,189.54
644	Vehicle replacement Fire	$	28,198.69
650	Internal Service/Equip Maint	$	885,244.56
655	Employee Benefits	$	5,502,016.61
660	General Liabilities	$	1,384,425.05
661	Property Insurance	$	1,297,537.16
665	Worker's Comp Insurance	$	1,041,172.59
801	L&L Dist Z1-Almond Estates	$	28,185.02
Total		**$**	**124,249,817.60**

Payroll Council Report Summary
7/1/2025-12/31/2025

Fund	Description		Amount
010	Cash Equity Fund	$	24,813.81
100	General Fund	$	15,306,573.92
103	Measure L	$	2,889,888.54
120	Library Fund	$	317,190.33
200	Parks Rec & Cultural Services	$	2,200,188.63
205	State Grants	$	27,600.57
206	Misc Grants	$	5,727.13
214	LPD-OTS Grants	$	33,488.81
219	LPD-ABC Grant	$	21,667.27
270	Comm Dev Special Rev Fund	$	797,453.55
301	Gas Tax-2105 2106 2107	$	927,612.09
500	Electric Utility Fund	$	4,802,248.50
501	Utility Outlay Reserve Fund	$	801,850.12
530	Waste Water Utility Fund	$	3,097,966.49
560	Water Utility Fund	$	489,043.43
600	Dial-a-Ride/Transportation	$	183,613.38
650	Internal Service/Equip Maint	$	310,699.50
655	Employee Benefits	$	22,736.30
Total		**$**	**32,260,362.37**

COUNCIL COMMUNICATION

AGENDA TITLE:
Accept the Quarterly Investment Report for the Quarter Ending September 30, 2025 (IS - FIN)

MEETING DATE:
February 18, 2026

PREPARED BY:
Chia Lor, Accounting Manager

RECOMMENDED ACTION:
Accept the Quarterly Investment Report for the quarter ending September 30, 2025.

BACKGROUND INFORMATION:
Government Code Section 53646 establishes recommended investment reporting requirements for California public agencies. The City Council's adopted Investment Policy aligns with the requirements of Section 53646. Attachment 1 includes the Investment Report for the quarter ending September 30, 2025. This report follows the State's recommended reporting requirement and complies with the City of Lodi's Investment Policy and Internal Control Guidelines.

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

1. **Safety.** As of September 30, 2025, 59.05% of the portfolio is held in cash or cash equivalents, which carry minimal risk to principal. The remaining investments are purchased meeting minimum credit quality requirements outlined in the policy to provide for high probability of capital preservation in the portfolio.

2. **Liquidity.** The portfolio allows for sufficient liquidity to meet projected cash flow needs to comply with City reserve policies, and effectively manage City operations. The 59.05% of investments held in cash or equivalents can be quickly converted to cash if needed.

3. **Yield.** The City will attempt to obtain the most reasonable yield possible when selecting an investment provided that the safety and liquidity objectives are met. For the quarter ending September 30, 2025, the portfolio earned $1,813,727 in interest and dividends.
   Note: this figure excludes unrealized gains and losses resulting from changes in market value.

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

The City Council has authorized the City Treasurer to make investments on behalf of the City. All investments activity is conducted in accordance with the Prudent Investment Standard, State law, and the City of Lodi's

adopted Investment Policy.

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
As per attached reports.

QUARTERLY INVESTMENT REPORT
SEPTEMBER 30, 2025

Current Portfolio Summary:

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

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

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

Table 1:

Investment Type (Authorized)	Maturity		Policy Maximum (%)	Current Portfolio (%)	Recorded Value
U.S. Treasury Obligations	5 years	Fixed-Term	100%	1.55%	$ 2,900,548.70
U.S. Government Agency Securities	5 years	Fixed-Term	100%	8.11%	15,137,850
Bankers Acceptances	180 days	-	40%	0.00%	-
Certificate of Deposits	5 years	Fixed-Term	100%	0.44%	820,097
Negotiable Certificate of Deposits	5 years	Fixed-Term	30%	2.00%	3,724,628
Commercial Paper	270 days	-	30%	0.00%	-
California State Local Agency Investment Fund	Indefinite	On-Demand	100%	27.06%	50,506,114
Passbook Deposits	Indefinite	-	100%	0.00%	-
Mutual Funds and Money Market Mutual Funds	N/A	On-Demand	20%	24.09%	44,960,796
Medium Term Corporation Notes	5 years	Fixed-Term	30%	11.32%	21,131,866
Joint Power Authority Pool	Indefinite	On-Demand	30%	6.15%	11,480,770
Certificate of Deposits Account Registry Services	Indefinite	-	30%	0.00%	-
Supranational Obligations	5 years	Fixed-Term	30%	3.74%	6,979,199
Municipal Securities	5 years	Fixed-Term	100%	15.52%	28,969,330
				TOTAL INVESTMENTS:	**$ 186,611,199**
				Cash in Bank:	$ 35,986,276
				TOTAL CASH & INVESTMENTS:	**$ 222,597,475**

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

James Lindsay (Feb 4, 2026 07:51:58 PST)

James Lindsay
Treasurer/Interim City Manager

02/04/26
Review Date

Jennelle Baker - Bechthold

Jennelle Baker - Bechthold
Budget Manager

02/04/26
Review Date

Quarterly Investment Report 9.30.25

Final Audit Report 2026-02-04

Created:	2026-02-04
By:	Chia Lor (clor@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiSmkvAIOuJW5KISdAnyF7C24DNeYAY6D

"Quarterly Investment Report 9.30.25" History

Document created by Chia Lor (clor@lodi.gov)
2026-02-04 - 3:26:02 PM GMT

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Signature Date: 2026-02-04 - 3:51:56 PM GMT - Time Source: server

Agreement completed.
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COUNCIL COMMUNICATION

AGENDA TITLE:
Accept the Quarterly Report of Purchases between $30,000 and $60,000 through December 31, 2025 (IS - FIN)

MEETING DATE:
February 18, 2026

PREPARED BY:
Chia Lor, Accounting Manager

RECOMMENDED ACTION:
Accept the Quarterly Report of Purchases between $30,000 and $60,000 through December 31, 2025.

BACKGROUND INFORMATION:
Lodi Municipal Code (LMC) Section 2.12.060 (T) requires the City Manager to prepare a quarterly report of contracts valued between $30,000 and $60,000. Attachment 1 provides a summary of contract activities within this range for the quarter ending December 31, 2025. The activities are categorized into purchases awarded or made by Purchase Order, Cal-Card transactions, and Contracts, including any Change Orders or Amendments. It also includes a separate category for Electric Utility purchases ranging from $30,000 to $250,000.

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

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

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

Quarterly Report of Purchases by Purchase Order – 2025, Q4

Purchase Order No.	Contractor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts, 3.20.077 – Electronic hardware and software, and 3.20.110 - Open market procedure.				
2260119	ePlus Technology	IT Backup Storage	204 – I/S Information Systems	37,739
2260106	Ferguson US Holdings	Water Inventory	515 – MSC Warehouse	41,332
2260160	Gillig LLC	35' CNG Low Floor Buses	540 – PW Transit	1,571,576
2260110	Motorola Solutions I	Radio Trunking Software Add-ons	400 – Fire Department	45,296
2260132	Ron DuPratt Ford	Ford F550 Dump Truck	550 – PW Fleet Services	96,808
2260129	Sanborn Chevrolet Inc	Chevrolet Silverado 2500	550 – PW Fleet Services	55,485
2260082	Smith Chevrolet	2025 Chevrolet Equinox	800 – Community Development	31,312
2260091	Turf Star Inc	PD Traffic Cart 05-124 - Replacement	300 – Police Department	45,016

Quarterly Report of Purchases by Cal-Card – 2025, Q4

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

Quarterly Report of Purchases by Contract – 2025, Q4

Contract No.	Contractor	Description	Department	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts.				
326063	Carolyn Susie Berlin	Outside Counsel Services	600 - Electric Utility	60,000
326090	Chrisp Company	2025 Extruded Traffic Striping	505 - PW – Engineering	247,267
326085	Cummins Inc.	Non-warranty & Warranty Cummins Engine Repair	550 - PW - Fleet Services	60,000
326094	ESRI Inc.	GIS Mapping Services	505 - PW - Engineering	180,900
326080	Liebert Cassidy Whitmore	Consulting, representational and legal services	203 - I/S - Human Resources	60,000
326083	Northern Calif Power Agency-NCPA	NCAP CRA Answering Services and Dispatch Services	610 - EU – Operations	308,630
326078	Online Information Services	Credit Check for New Utility Customers	202 - I/S - Financial Services	40,000
326079	San Joaquin County Sheriff Department	SJC AVCC Data Sharing MOU	300 - Police Department	42,255
326069	SEL Engineering Services Inc.	OT Cybersecurity Services Phase 1	600 - Electric Utility	31,263
326092	Switchback Enterprises, Inc.	Structural Engineering Services for Well 28 Pump	505 - PW - Engineering	54,500
326062	Varinder S. Oberoi	Plume Management	500 - PW - Administration	569,255
326051	West Yost & Associates, Inc.	Monitoring Well Network Modification Support	530 - PW - Wastewater	94,700

Quarterly Report of Contract Amendments and Change Orders – 2025, Q4

Contract No.	CO# or Amend#	Contractor	Original Contract	Amendment	Change Order	Previous Adds	Revised Total	Department	Signer Title
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts.									
323093	ICO	4 Leaf Inc	360,000		200,000	775,000	1,335,000	810 – CDD	City Manager
324131	ICO	All About Building Inc	869,000		46,000	423,838	1,338,838	810 – CDD	City Manager
325069	Amend 1	Bickford Ventures Inc	182,200	50,000			232,200	800 – CDD	City Manager
325073	CO 10-11	Bobo Construction, Inc	9,866,433		254,691	468,083	10,589,207	800 – CDD	City Manager
326028	Amend 1	Bryce Consulting Inc	9,400	33,200			42,600	203 – I/S	City Manger
326090	CO 1	Chrisp Company	166,270		80,997		247,267	505 – PW	City Manager
326001	CO 1-2	DSS Company	1,370,475		69,815		1,440,290	505 – PW	City Manager
325045	ICO	Hinderliter de Llamas & Associates	100,000		265,000	135,000	500,000	202 – I/S	City Manager
322006	Amend 5	ICR Company, Inc	500,000	100,000		670,000	1,270,000	510 – PW	City Manager
322107	Amend 6	NJ Associates Inc	125,000	50,000		1,196,430	1,371,430	800 – CDD	City Manager
325052	ICO	Outreach Ministries Intl.	1,100,000		1,100,000		2,200,000	800 – CDD	City Manager
325134	Amend 1	Pyro Combustion of California	17,117	42,883			60,000	530 – PW	City Manager
323149	Amend 2	Sonny's Car Wash Northwest	15,000	35,000		10,000	60,000	540 – PW	City Manager
323188	Amend 1	Telstar Instruments	225,000	180,000			405,000	520 – PW	City Manager
324100	CO 3	W.M. Lyles Co	2,441,500	0	119,594	181,767	2,742,861	505 – PW	City Manager
322028	CO 8	West Coast Arborist Inc	673,480	0	400,000	1,728,223	2,801,703	505 – PW	City Manager

Quarterly Report of Electric Utility Purchases $30,000 and $250,000 – 2025, Q4

Purchase Order No.	Contractor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts, 3.20.077 – Electronic hardware and software, and 3.20.110 - Open market procedure.				
2260130	Anixter, Inc.	Inventory Items	615 – EU Warehouse	46,115

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Waiving the Bid Process and Approving Renewal of Dental Claims Administration Agreement with Stanislaus Foundation for Medical Care and Further Authorizing the Interim City Manager to Execute Agreement (IS - HR)

MEETING DATE:
February 18, 2026

PREPARED BY:
Cristina Gonzales, Interim Human Resources Manager

RECOMMENDED ACTION:
Adopt a Resolution waiving the bid process and approving renewal of dental claims administration agreement with Stanislaus Foundation for Medical Care and further authorizing the Interim City Manager to execute agreement.

BACKGROUND INFORMATION:
The third party administrator (TPA) for the City's self-insured dental plan is Stanislaus Foundation for Medical Care (SFMC). The services provided by SFMC are ministerial in nature and include review and processing of dental claims, submittal of payments to provider or claimant, written notification of denials to claimant, maintenance of records, and preparation of monthly utilization reports. The City Council can waive the bid process when the purchase would be in the best interest of the City. In this case, Stanislaus Foundation for Medical Care provides the self-insured administration of employee dental and orthodontia coverage. It is recommended to keep this low-cost agreement for continuity of services avoiding vendor conversion and employee coverage disruption.

The term of this agreement shall begin on July 1, 2025 and continue in effect until June 30, 2027. This contract, Attachment 1, shall be automatically renewed for an additional one-year term unless notice of intent not to renew is given by one party to the other party at least 60 days prior to the termination date of the current term. The fees, as listed on Exhibit B of Attachment 1, will remain the same for the duration of the contract.

Staff recommends that the City Council adopt the resolution approving the Administrative Services Agreement with Stanislaus Foundation for Medical Care for the administration and processing of dental claims.

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

FISCAL IMPACT:
Annual cost not to exceed $45,000

FUNDING AVAILABLE:
Included in Benefits Fund appropriations (65522000).

Dental Claims Administration Agreement

City of Lodi

SUBMITTED BY

Stanislaus Foundation for Medical Care

2339 St. Paul's Way, Modesto CA 95355

PO Box 576007, Modesto CA 95357-6007
1-800 / 962-SFMC (7362)
E-mail: fmc@stanislausmedicalsociety.com

(209) 527-2430

July 2025

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ('AGREEMENT') is made as of 07/01/2025, by and between **CITY OF LODI** ('PLAN') and **STANISLAUS FOUNDATION FOR MEDICAL CARE** ('SFMC').

1. Administrative Services

   A. PLAN hereby retains SFMC to perform, and SFMC hereby agrees to perform the administrative services specified hereto. SFMC shall perform its services in accordance with PLAN's dental benefit plan in effect, and such written policies and procedures of PLAN as PLAN may, from time to time, furnish to SFMC.

   B. The parties agree that the services to be performed by SFMC hereunder are ministerial in nature and shall always be performed within the framework of policies, interpretations, rules, practices, and procedures of SFMC. PLAN shall be solely responsible for the quality and cost of the advice and/or services furnished to PLAN by PLAN's legal counsel, actuaries, certified public accountants, investment counselors, investment analysts, medical professionals or groups, or similar individuals or organizations who may perform services relating to the plan on behalf of PLAN; and SFMC shall have no responsibility therefore under any circumstances.

   C. Stanislaus Foundation for Medical Care 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.

2. Compensation

   A. PLAN shall pay SFMC each month for the services to be performed hereunder, a base fee as shown below for each participating single person or family covered by PLAN for any portion of the month in question.

   TIME PERIOD

   The term of this contract shall begin at 12:00 A.M. on 07/01/2025, and shall continue in effect until 11:59 P.M. 06/30/2027 unless a sixty (60) day notice of termination has been given by one party to the other. In the event no termination notice has been given by either party, and a new agreement has not been negotiated, this contract shall automatically renew for an additional one year term.

   FEES

   After the term of this agreement, the fees may be evaluated for possible increase. SFMC shall have the further right to request to adjust the base fee upon:

   1. Any change in the scope of work to be performed hereunder, as reasonably determined by SFMC; or

   2. A decrease of at least 20% in the number of participating employees at the time this agreement is implemented or renewed, or at the time of any subsequent price adjustment.

3. Should postal rates increase, SFMC reserves the right to adjust the administration fee to meet our costs.

B. SFMC shall provide PLAN with a monthly statement of the above fees by the fifth business day of each month, based on its best estimate of the number of participants. Said estimate shall be based on the most recent eligibility information provided by PLAN. Deletion of participants without payment of SFMC's fees, by reason of their prior termination, errors, etc. is permitted only before the end of the month. Additions, with the retroactive payment of fees, may occur at any time. Where the actual number of participants is different from the estimate; there shall be an appropriate fee adjustment in the subsequent month. SFMC is authorized to invoice PLAN for its fees and expenses, and those of brokers and insurance premiums as appropriate. PLAN shall make payment to SFMC by check or wire transfer. PLAN shall immediately notify SFMC of any change in these vendors or the amounts due them.

3. Term

A. This AGREEMENT shall continue through June 30, 2027 unless either party has issued a sixty (60) day notice of termination. If no notice of termination is timely given, and a new AGREEMENT has not been negotiated, this AGREEMENT shall automatically renew for an additional one year term with the pricing adjustments contained in Exhibit C "Administration Fees".

B. Upon termination of this AGREEMENT, other than as the result of PLAN's breach or default, SFMC shall co-operate fully with PLAN to assure an orderly transition of services to its successor. The foregoing shall not be deemed to prohibit SFMC from formatting the data to be returned in a fashion as is likely to protect SFMC's trade secret information regarding data base design and structure. PLAN agrees to compensate SFMC for the time spent in connection with all such transition services at SFMC's prevailing rates in effect at such time and for such other expense as SFMC incurs.

C. SFMC shall have no responsibility for any claims received after the termination of the AGREEMENT, other than to forward any claim forms received to PLAN or its designated agent, at PLAN's cost. SFMC's responsibility for claims pending at the time their AGREEMENT is terminated shall cease 15 days following said termination; and, following payment in full of all amount owed SFMC by PLAN, SFMC shall promptly deliver the appropriate files to PLAN or its designated agent, at PLAN's expense.

4. Records and Files

A. SFMC agrees that the records maintained by it in connection with the services to be performed hereunder are and shall remain the property of PLAN, and PLAN and its representatives shall have reasonable access thereto during SFMC's normal business hours, and after making mutually convenient arrangement. SFMC shall maintain hard copy records for two years from receipt and shall turn over older records to PLAN for storage at PLAN's expense. Upon termination of AGREEMENT and upon payment in full of all amounts owed SFMC by PLAN, SFMC shall return all data relating to employee claims and all other relevant files to PLAN, at PLAN's expense. PLAN agrees to maintain all records for the period required by law for insurance records. At the time of delivery, or thereafter at its option, SFMC shall be entitled, at PLAN's expense, to make paper copies of all records. PLAN agrees to give SFMC unrestricted access to original records in the event that such access is

requested by SFMC for any legitimate purpose, including as a result of any litigation or similar proceeding. SFMC shall also be entitled to make all records available at any time to any governmental agency that legally requests them.

5. Hold Harmless

   A. SFMC to the fullest extent permitted by law, shall indemnify and hold harmless PLAN, the CITY of Lodi, 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 SFMC, any subcontractor employed directly by SFMC, 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 PLAN or the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. PLAN may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If PLAN 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, SFMC 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.

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

6. Responsibilities & Relationships

   PLAN is:

   A. The Plan Administrator, for purposes of ERISA and the Internal Revenues Code of 1954, as amended, is solely responsible for all duties imposed on the Plan Administrator by these and other laws.

   B. Responsible for the final determination of all claims and the appeals process relating thereto and for following the procedures described in the Plan Document.

   C. Responsible for supplying adequate eligibility and other information on a timely basis to enable SFMC to effectively carry out its duties. SFMC shall be entitled to fully rely on the adequacy and accuracy of such data.

   D. Responsible for providing a Plan Document and a Summary Plan Description, which emit the requirements of ERISA. SFMC may be engaged to produce said documents as provided in the following description of Administrative Services.

   E. Responsible for adequately funding the PLAN and reconciling its bank account.

   SFMC shall not:

   A. Under any circumstances be liable or reconcile for any policy decisions of the PLAN, the adequacy of funding, or any other functions, which are the responsibility of PLAN.

B. Be construed to be, or required to take any action, which might make it appear to be, a Plan Trustee or Plan Administrator (as defined in ERISA). Its duties are agreed to be limited to purely ministerial functions and shall include no other.

7. Notice

Any notice to be given this AGREEMENT shall be in writing, and if given by mail, shall be sent by certified or registered mail, return receipt requested. All notices shall be deemed to have been given when personally delivered or three days after deposit in the U.S. mails. The following addresses shall be used, subject to written notification of change, for billings, correspondence, and notices:

PLAN: City of Lodi
PO Box 3006
Lodi CA 95241

SFMC: Joanne A. Chipponeri
Executive Director
Stanislaus Foundation for Medical Care
PO Box 576007
Modesto CA 95357-6007

8. Standard Provisions

The Standard Provisions attached hereto are hereby incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the date herein above stated.

STANISLAUS FOUNDATION FOR MEDICAL CARE		**CITY OF LODI**
Joanne A. Chipponeri	**By:**	
Joanne A. Chipponeri		
Title: Executive Director	**Title:**	
Date: 04/15/25	**Date:**	

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

EXHIBIT "A"

CLAIMS ADMINISTRATION

Administrative Services

The FOUNDATION shall process claims presented under the plan established by PAYOR for its designated beneficiaries. The specific tasks to be performed by the FOUNDATION include, but are not limited to, the following:

- Receive claim documents from the PLAN participants and verify their eligibility for benefits upon information provided by PLAN.
- Correspond with claimants regarding any additional information needed to process a claim.
- Review all claims thoroughly to determine that all charges are necessary, usual, reasonable and customary.
- Receive and enter all claims based on the information presented for payment. Claims, (90%) which are complete, shall be entered into SFMC's computer within 1-18 calendar days following receipt. If additional information is necessary, SFMC shall request the information promptly.
- Prepare payments to either the provider or claimant as directed by the claim form.
- Invoice PLAN from check registers of processed claims. Plan to pay SFMC by check or wire transfer. Checks will be mailed to providers or employees once funding is received.
- Notify claimants, in writing, of the reasons for denial of any claim.
- Answer all telephone and mail inquiries from participants as to benefits provided.
- Provide information to providers of care as to eligibility of participants based upon information provided by PLAN.
- Establish and maintain files on all claimants showing all claims, whether paid or denied.
- Provide PLAN with such additional data and reports regarding PLAN utilization as may be mutually agreed between PLAN and SFMC from time to time.
- Cooperate fully with PLAN and its representatives including, but not limited to, legal counsel, actuaries, accountants and brokers.
- If requested by PLAN, SFMC shall arrange for the printing of specialized forms such as claim forms, checks, plan booklets, explanations of benefits, stationery, and ID cards needed to administer the PLAN. Such printing and SFMC's time, at its then prevailing hourly rates, shall be at PLAN's expense.

EXHIBIT "B"

STANDARD PROVISIONS

1. This is a California contract, and shall be interpreted according to the laws of the State of California.

2. This document is the sole agreement between the parties on this subject, and it may only be amended in writing by properly authorized representatives of both parties. No representation or statement not expressly contained in the AGREEMENT shall be binding on SFMC as a warranty or otherwise.

3. PLAN agrees to pay all of SFMC's invoices by the tenth day of the month in which they are dated. A service charge of 1.5% per month, but not more than the maximum permitted by law, shall be added to any invoice that is not paid in full within 30 days. If an invoice remains unpaid after 90 days, this AGREEMENT shall be conclusively deemed to have been breached by PLAN, and all sums due or projected to be due under the contract until its next expiration date shall be immediately due and payable. Such sum shall then bear interest at the rate stated above. PLAN agrees to reimburse SFMC for all legal and other costs incurred by SFMC in collecting sums due hereunder. SFMC may cease all work for PLAN if an invoice is unpaid after 60 days and shall not be required to resume work until all invoices are current. If SFMC is owed any sums under this AGREEMENT, it shall not be required to deliver any records of PLAN to PLAN, notwithstanding any provisions to the contrary elsewhere in this AGREEMENT.

4. PLAN recognizes that in the course of performing its duties under this AGREEMENT SFMC will necessarily reveal to PLAN, and certain of its employees, valuable trade secrets of SFMC including, but not limited to, the design and other features of SFMC's data processing system. PLAN agrees to keep all such information strictly secret, and to alert all its employees to the value of this proprietary information and the need to keep it secret. PLAN further agrees to use all such measures as are reasonable necessary to protect these trade secrets.

5. PLAN recognizes that all printed and visually displayed materials provided to it by SFMC are copyrighted by SFMC whether or not they are so marked. Accordingly, such reports, manuals, screen formats, and other similar materials may not be duplicated by PLAN or any other party. Further, such items are provided to PLAN for its sole use and may not, under any circumstances, be provided or distributed to any other party.

6. This contract is binding upon and shall incur to the benefit of the legal successors and assigns of the party.

ADMINISTRATION FEES

CITY OF LODI
07/01/2025 TO 06/30/2027
Exhibit "C"

SERVICE			FEES
Claims Administration			
Medical	$		
Vision	$		
Dental	$	3.83	Per employee per month
Broker	$		
Panel Access Fee	$		Per employee per month
One-Time Set Up Fee			
Medical	$		
Vision	$		
Dental	$		Per new enrollee
Initial Benefit Plan	$		Included
Additional Benefit Plans @ $25 each per month	$		Per month
Custom Programming – PLAN expense	$		To be determined
Client Reporting:			
Standard Reports – Monthly Eligibility & Statistics	$		Included
Custom Reports	$		Fee negotiable
Plan Document/Brochure	$		Not included
Identification Cards	$		Included

Not-to-exceed $45,000

STANISLAUS FOUNDATION FOR MEDICAL CARE

Joanne A. Chipponeri

By: _____

Title: Executive Director

Title: _____

Date: 4/15/25

Date: _____

CITY OF LODI

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

EXHIBIT C

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

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate. May be waived by Risk Manager depending on the scope of services.

Other Insurance Provisions:

(a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(m) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

STANISLAUS FOUNDATION FOR MEDICAL CARE (502122)

Request Certificate

Initial Filing Date	12/30/1965
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Nonprofit Corporation - CA - Mutual Benefit
Principal Address	2339 SAINT PAULS WAY MODESTO, CA 95355
Mailing Address	PO BOX 576007 MODESTO,CA95357
Statement of Info Due Date	12/31/2025
Agent	Individual JOANNE CHIPPONERI 2339 SAINT PAUL'S WAY MODESTO, CA 95355

View History

Request Access

City of Lodi
Processing Center

Guest

Home Report a Problem

Business Search

Search By: Business Name

Value: stanislaus foundation

Specify Start Date Range (Optional)

Search

Account #	Business Name	Start Date	Expire Date	Address
09701605	STANISLAUS FOUNDATION FOR MEDICAL CARE	7/8/2019	12/31/2025	2339 SAINT PAUL'S WAY, MODESTO, CA 95355

Total records found: 1

RESOLUTION NO. 2026-__

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING RENEWAL OF DENTAL CLAIMS ADMINISTRATION AGREEMENT WITH STANISLAUS FOUNDATION FOR MEDICAL CARE AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AGREEMENT

==========

WHEREAS, the City of Lodi utilizes Stanislaus Foundation for Medical Care for the administration of the self-insured dental plan offered to City of Lodi employees.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the renewal of the Dental Claims Administration Agreement with Stanislaus Foundation for Medical Care; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Interim City Manager to execute the agreements with Stanislaus Foundation for Medical Care on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the term of the Agreement shall be effective July 1, 2025 through June 30, 2027, and in the event no termination notice has been given by either party, and a new agreement has not been negotiated, the contract shall automatically renew for an additional one-year term; and

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

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026- was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Consider Adopting a Resolution Approving the Allocation of Public Benefit Funds of $7,500 from District 2 Non-Profit Funds to Lodi Community Church (“Love Lodi”) (Total $7,500) (CLK)

MEETING DATE:
February 18, 2026

PREPARED BY:
Olivia Nashed, City Clerk

RECOMMENDED ACTION:
Consider adopting a resolution approving the allocation of public benefit funds of $7,500 from District 2 Non-Profit Funds to Lodi Community Church (“Love Lodi”).

BACKGROUND INFORMATION:
On June 4, 2025, as part of the Fiscal Year (“FY”) 2025-2026 annual budget, the City Council voted to add $100,000 to the City Council budget. These funds are evenly distributed among the five Council Members, giving each member $20,000 to support non-profits that benefit the Lodi community.

On July 2, 2025, the City Council adopted Resolution No. 2025-120, approving the Non-Profit Fund Policy as shown in Attachment 1(“Policy”). The Policy outlines the process and guidelines for submitting Proposal Letters from non-profit organizations, review and recommendations of allocations and final approval by Council Members and the full City Council.

Love Lodi has submitted a Proposal Letter (Attachment 2), which has been reviewed by the City Clerk and found in compliance with the guidelines set within the Policy. Council Member Craig-Hensley has reviewed the merits and needs of the proposed projects or activities and desires to donate $7,500 to Love Lodi from the District 2 Non-Profit Funds.

LOVE LODI
Love Lodi began in 2014 as a city-wide volunteer day, modeled after Love Modesto and Love Our Cities. In 2022, under the leadership of Timothy and Tara Stewart, Love Lodi expanded beyond a single day of service to year-round initiatives that position the organization as a citywide convener.

Each spring, thousands of volunteers continue serving across the City, while fall initiatives focus on meeting critical needs in local schools. In partnership with National Night Out and Lodi Unified, Love Lodi has distributed more than 3,100 backpacks to students in need, refreshed school courtyards, and provided house shirts to foster school spirit - functioning as a de facto “Parent Club” to local schools with no or a struggling Parent Club.

FISCAL IMPACT:
There is a fiscal impact of $7,500 to the City Council Non-Profit Fund for District 2.

FUNDING AVAILABLE:
Council Non-Profit Fund District 2 - 10005001.72612

RESOLUTION NO. 2025-120

A RESOLUTION OF THE LODI CITY COUNCIL ADOPTING A POLICY FOR ALLOCATION OF FUNDS FROM THE COUNCIL NON-PROFIT FUND

==========

WHEREAS, the City Council recognizes the significant contributions made by non-profit organizations, and expressed a desire to establish a Council discretionary fund to support non-profit projects benefitting the City of Lodi and its residents; and

WHEREAS, at the June 4, 2025, Regular Council meeting, as part of the Fiscal Year ("FY") 2025-2026 annual budget, the City Council voted to added $100,000 to the City Council budget, to be distributed evenly across the five Council Districts ($20,000 per District); and

WHEREAS, the intent of such funds is to establish a City Council Non-Profit Fund ("Non-Profit Fund"), that allows each City Councilmember to allocate their designated funds to qualifying non-profits that address unmet needs and benefit the Lodi community; and

WHEREAS, the City Council directed staff to draft a policy for Council consideration on the Non-Profit Fund and staff has prepared the attached proposed Council Non-Profit Fund Policy to establish guidelines for the use for these funds and to provide a uniform structure for the submission of requests and allocation of funding awards from the Council Non-Profit Fund.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve and adopt the Council Non-Profit Fund Policy, attached heretofore as Exhibit A to this Resolution.

Dated: July 2, 2025

==========

I hereby certify that Resolution No. 2025-120 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 2, 2025, by the following votes:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Yepez

ABSTAIN: COUNCIL MEMBERS – None

for OLIVIA NASHED
City Clerk

City Council Non-Profit Fund Policy

Adopted July 2, 2025

Resolution 2025-120

I. PURPOSE

To provide a uniform structure for the submission of requests and allocation of the Council Non-Profit Fund ("Non-Profit Fund") to local non-profits, and to establish guidelines for the for the authorized use of these funds.

II. POLICIES REGARDING NON-PROFIT FUNDS:

1. The City Manager, as part of the proposed budget each year, may allocate up to $20,000 for each Council District into the Non-Profit Fund. In years the City budget is not structurally balanced, there may be a reduced amount or no allocation into the Non-Profit Fund for this purpose.

2. The City Clerk will maintain and track the uses of the Non-Profit Fund by each Council District.

3. Unspent dollars in the Non-Profit Fund will not be carried forward in the following fiscal year. The City Clerk shall provide a Non-Profit Fund balance report at the beginning of third quarter of each fiscal year, to provide an opportunity for Council Members to make recommendations for allocations before the end of the fiscal year.

4. A Councilmember, upon review of the merits and needs of the proposed projects or activities, will direct the City Clerk to prepare recommendations for the Council's review and consideration regarding the use of the Non-Profit Fund. Allocations from the Non-Profit Fund must be approved by a simple majority vote of the Council.

5. Council approval of Non-Profit allocations should be based on the following:

    a. Funding requests must align with the City Council Strategic Vision and requests should describe how they comply with the Council's Goals and City policies.
    b. Non-Profit Funds can be used as start-up funds for community programs or activities benefitting the community within the City of Lodi.
    c. The recommended projects or activities will primarily result in public benefit within the City limits.
    d. The recommended projects or activities can have a nexus to City operated or funded programs.
    e. Funding for projects or activities is a one-time allocation and shall not be considered ongoing funding support.
    f. Any organization receiving funding must agree to be audited or present progress reports to Council as required by the City.

g. Funds cannot be allocated on a retroactive basis.
h. Organizations receiving these funds must attest that they will not be used for political, discriminatory, or any unlawful purposes.

6. Council Members may identify projects or activities proposed to be funded by the Non-Profit Fund, to be included as part of the upcoming budget. Once identified, the City Manager will include these projects and/or activities as part of the proposed budget to be considered by the City Council during final budget hearing. If approved, these projects and/or activities will not require a separate Council review and will be implemented by appropriate City staff. Projects not approved in the annual adopted budget will require a separate Council item and be approved by a simple majority vote of the City Council.

III. LEVINE ACT AND CAMPAIGN DISCLOSURE REQUIREMENTS

The Levine Act, California Government Code Section 84308, was enacted to prevent conflicts of interest by restricting public officials from participating in decisions involving entities from which they received campaign contributions. Under the Levine Act, as may be amended from time to time, if a public official has received contributions of more than $500, from a party involved in a decision within the previous 12 months, they must disclose the contribution and recuse themselves from participating in the decision.

Pursuant to the Levine Act, Council Members who receive campaign contributions of $500 or more from organizations, including an organization's board members and/or officers, who are requesting funding must comply with the Levine Act.

IV. ADMINISTRATION AND REPORTING

To address the need for a uniform process and ensure compliance with City of Lodi policies and procedures, the following requirements are set forth for the submission, processing, and award of grants from the Non-Profit Fund.

1. Non-profit organizations, that wish to apply for allocations from the Non-Profit Fund, must submit a letter ("Proposal Letter") to a City Council Member or City Clerk, providing the following details:

    - Contact name, phone, and email
    - Full legal name of organization
    - Complete address of the organization
    - Description of Organization
    - Mission Statement
    - Federal Tax Status: 501(c)(3) or other
    - List of current Board members and officers, if any

- Brief description of the project/program and how it relates to the City Council's Strategic Vision and one or more of Council's Goal
- Funding amount requested and how it relates to overall project/program financial plan
- Objectives for the requested funding
- Performance indicators/Measurement of success
- Communities that will benefit from use of the requested funds
- Any additional information relevant to the request

2. Written justification must be provided for organizations that have received Non-Profit Funds in prior years.

    - Proposal Letters must include the total Non-Profit Funds received in prior years and the reason for requesting additional funding.

    - For funding requests to organizations located outside the City's limits, Proposal Letters must include explanation of local benefit.

3. The City Clerk shall agendize an item for Council review and approval, providing all relevant information for the City Council to review the submitted non-profit Proposal Letters and make a well-informed decision regarding the allocation request(s).

4. If approved by the City Council, the successful non-profit organizations shall submit quarterly status reports to the City Clerk for the life of the project.

    - As part of each quarterly financial cycle, the City Clerk will report activity of these funds to the City Council summarizing all awarded Non-Profit Funds and available balances.

These recommendations aim to enhance procedural consistency, transparency, and compliance in the administration of award from the Non-Profit Fund.

Love Lodi

August 18, 2025

Subject: Non-Profit Fund Policy Proposal Letter

Councilwoman Lisa Craig-Hensley
221 W. Pine Street
Lodi, CA 95240

Dear Councilwoman Craig-Hensley,

We want to extend our sincere appreciation to you and the City of Lodi for your continued support of Love Lodi. Over the past decade, more than 8,500 volunteers have served across hundreds of projects within the city limits—representing an investment of over one million dollars back into our community[1].

Because non-profits are the heart of our city, we are especially grateful for the Council's recent decision to implement the Non-Profit Fund Policy on July 2, 2025. Please accept the following information as our formal application in accordance with Resolution 2025-120.

Contact name, phone, and email

Timothy & Tara Stewart
Timothy: (916) 715-3272 Tara: (916) 544-2215
Timtohy: timothy@lovelodi.org Tara: tara@lovelodi.org

Full legal name of organization

Lodi Community Church

Complete address of the organization

444 W. Turner Road
Lodi, CA 95240

Description of the Organization

Love Lodi began in 2014 as a city-wide volunteer day, modeled after Love Modesto and Love Our Cities. In 2022, under the leadership of Timothy and Tara Stewart, Love Lodi expanded beyond a single day of service to year-round initiatives that position the organization as a city-wide convener.

[1] https://independentsector.org/research/value-of-volunteer-time/

Love Lodi



Each spring, thousands of volunteers continue serving across the city, while fall initiatives focus on meeting critical needs in local schools. In partnership with National Night Out and Lodi Unified, Love Lodi has distributed more than 3,100 backpacks to students in need, refreshed school courtyards, and provided house shirts to foster school spirit – functioning as a de facto "Parent Club" to local schools with no or a struggling Parent Club.

As we mark 10 years in 2025, Love Lodi is preparing for the next decade of impact: addressing unmet needs, deepening collaboration with schools, businesses, non-profits, churches, and residents, and expanding initiatives that strengthen the fabric of our community. The requested grant funding is essential to launch this next phase, ensuring greater capacity, sustainability, and measurable impact across the City of Lodi.

Mission Statement

Love Lodi is more than a city-wide volunteer day. We are a city-wide movement championing volunteerism and doing good in our city.

Federal Tax Status: 501(c)(3) or other

Tax ID# 94-1698618

List of current Board members and officers, if any

- Timothy Stewart
- Tara Stewart
- Glen Barnes
- Kelly Benov
- Marvin Bryant

Love Lodi

Brief description of the project/program and how it relates to the City Council's Strategic Vision and one or more of Council's Goal

Love Lodi wants to fund a part-time Program Director to expand the following program:

LOVE OUR SCHOOLS PROGRAM

The Love Our Schools Program is designed to meet critical needs at Title I schools in the Lodi Unified School District (LUSD) by building strong, sustainable partnerships between the community and schools. Through intentional collaboration with district leadership, principals, and school staff, Love Lodi will assess needs and mobilize resources to provide long-term impact.

Program Components

A. Needs Assessment

- Conduct ongoing dialogue with LUSD staff, principals, and teachers to identify the most pressing needs of Title I and in-need schools.
- Establish clear communication channels for continuous feedback and accountability.

B. School Adoption Model

Love Lodi will partner with the Lodi Chamber of Commerce, service organizations, local businesses, and the faith community to **A.D.O.P.T. every LUSD school in Lodi**. Adoption partners will provide:

1. **Awareness of Needs**
    - Host a *State of the School* event to share each school's unique challenges and opportunities.
2. **Donor Engagement**
    - Develop donor relationships to fund specific school needs (e.g., backpacks, school supplies, lice kits, hygiene resources).
    - Create an annual fundraising pipeline to ensure sustainability.
3. **Opportunities to Volunteer**
    - Offer pathways for individuals, families, and organizations to serve schools through hands-on involvement.
4. **Project-Based Support**
    - Organize *Love Lodi Day* projects on campuses each spring.
    - Mobilize year-round projects to meet urgent or ongoing needs.
5. **Teacher Appreciation**
    - Provide regular encouragement and tangible support for teachers and staff, fostering morale and retention.

Love Lodi

C. Partnership Broker Role

Love Lodi will act as the **convener and broker** between adoption partners and schools, ensuring that relationships are strategic, needs-driven, and aligned with LUSD goals. This structure avoids duplication of efforts, creates accountability, and maximizes impact.

The Love Our Schools Program directly supports the City of Lodi's Stretch Goal to be a recognized leader in generating a happy, healthy, high quality of life for all. By mobilizing volunteers and resources to meet critical needs at Title I schools, the program advances the City's goals of partnering with public and private entities to engage diverse communities, fostering youth education and mentorship, and enhancing cultural and community connections. Initiatives such as distributing backpacks, refreshing school campuses, and providing ongoing teacher appreciation create tangible improvements in student well-being, educational access, and school culture. By strengthening partnerships among schools, businesses, non-profits, and civic groups, the program helps ensure that Lodi's next generation has the support, resources, and mentorship needed to thrive—fulfilling the City's vision for a stronger, more connected, and higher quality of life for all residents.

Funding amount requested and how it relates to overall project/program financial plan

Love Lodi is requesting **$20,000** to fund the part-time Program Director position for one year. This role is essential to the success and sustainability of the Love Our Schools Program. While Love Lodi has historically relied heavily on volunteer leadership, the scope and complexity of coordinating year-round initiatives, managing partnerships with schools and community organizations, mobilizing volunteers, and stewarding donor relationships requires dedicated professional oversight.
The Program Director will provide the consistent leadership and organizational capacity needed to:

- Conduct school needs assessments in collaboration with LUSD staff.
- Recruit, equip, and coordinate adoption partners for every Lodi school.
- Oversee project planning and implementation for both Love Lodi Day and year-round initiatives.
- Develop and sustain donor and volunteer engagement strategies.
- Ensure accountability and measurable outcomes for funders, schools, and the City of Lodi.

This investment will leverage thousands of volunteer hours and significant in-kind contributions, multiplying the City's support into measurable community impact. Funding this position is not simply administrative—it is the critical infrastructure that enables Love Lodi to move from a once-a-year event to a sustained, city-wide movement meeting real needs in schools and neighborhoods.

Love Lodi

Objectives for the requested funding

The requested funding will directly support measurable objectives that advance both the mission of Love Lodi and the City of Lodi's strategic vision for community well-being. With dedicated leadership provided through the Program Director role, Love Lodi will:

- **Pair Every School with an Adoption Partner:** Ensure that each LUSD school in Lodi is matched with at least one business, service organization, faith community, or civic group, creating sustainable pipelines of support.
- **Increase Student and Family Resources:** Expand access to critical resources for Title I students and families—such as backpacks, school supplies, hygiene kits, and other essentials—reducing barriers to learning and well-being.
- **Mobilize Volunteers Year-Round:** Engage hundreds of community members annually through Love Lodi Day and ongoing school-based service projects, multiplying the City's investment with thousands of volunteer hours.
- **Strengthen Community-School Relationships:** Foster meaningful, long-term partnerships between schools and community stakeholders, resulting in improved environments for students and increased encouragement and appreciation for teachers and staff.

These objectives will be tracked through volunteer participation metrics, partner engagement records, resource distribution data, and feedback from school administrators—ensuring clear accountability and demonstrable outcomes for the City's investment.

Performance indicators/Measurement of success

Success for the **Love Our Schools Program** will be measured through clear, trackable outcomes that demonstrate both growth in partnerships and tangible community impact. For the first year, the Program Director will focus on strengthening existing relationships and expanding adoption partnerships. Specific performance indicators include:

- **Adoption Partnerships Formalized:** Formalize 5–10 adoption partnerships between schools and community organizations (businesses, non-profits, service clubs, and faith communities).
- **Needs Identified and Met:** Document and meet specific school needs (e.g., backpacks, supplies, courtyard improvements, teacher appreciation efforts) in collaboration with LUSD staff.
- **Volunteer Engagement:** Track the number of volunteers mobilized and total hours served in school-based projects, both on Love Lodi Day and year-round.
- **Community Investment:** Record the dollar value of donations (cash and in-kind) directed toward school needs through adoption partners and community supporters.
- **School and Partner Feedback:** Collect feedback from principals, teachers, and adoption partners to evaluate satisfaction, perceived impact, and areas for improvement.

Love Lodi

These indicators will not only provide quantitative data (partnerships, hours, dollars) but also qualitative insights (school culture, teacher morale, community engagement). Together, they ensure accountability to funders and position Love Lodi to scale the program in future years.

Communities that will benefit from use of the requested funds

The primary beneficiaries of the Love Our Schools Program are the Title I schools within Lodi Unified School District and the economically challenged students and families they serve. Many of these school communities are below the poverty line and lack the parent clubs or fundraising capacity that other schools enjoy. As a result, they often struggle to provide the resources, experiences, and support systems that contribute to student success.

Through the requested funding, Love Lodi will continue to close this gap by providing equitable access to resources and opportunities. Recent examples of impact include:

- *Health and Hygiene:* In partnership with Adventist Health, over 500 lice kits were distributed to families at Lawrence Elementary, providing immediate relief to families in crisis.
- *Student Preparedness:* More than 3,100 backpacks filled with essential supplies were distributed to students in 2024 and 2025, ensuring that children arrived ready to learn on the first day of school.
- *School Spirit and Belonging:* Love Lodi purchased house shirts for students at Lodi Middle and Lawrence Elementary, building a stronger sense of community and school pride.

By supporting these schools, the program not only addresses material needs but also enhances morale, strengthens school culture, and provides students with a quality of school experience comparable to their peers across Lodi. In doing so, Love Lodi advances equity, fairness, and long-term student performance—ultimately benefiting the broader Lodi community as these students grow into thriving, engaged citizens.

Any additional information relevant to the request

With your partnership, we can ensure every school in Lodi is adopted, every teacher encouraged, and every student equipped to thrive. Together, we can make the next decade of Love Lodi the most impactful yet.

With gratitude,

Timothy & Tara Stewart
Love Lodi Chairpersons

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE AWARD OF PUBLIC BENEFIT FUNDS OF $7,500 FROM THE DISTRICT 2 NON-PROFIT FUND TO LODI COMMUNITY CHURCH ("LOVE LODI") (TOTAL $7,500)

==========

WHEREAS, on June 4, 2025, as part of the Fiscal Year ("FY") 2025-2026 annual budget, the City Council voted to add $100,000 to the City Council budget. These funds are evenly distributed among the five Councilmembers, giving each member $20,000 to support non-profits that benefit the Lodi community; and

WHEREAS, on July 2, 2025, the City Council adopted Resolution No. 2025-120, approving the Non-Profit Fund Policy included as Attachment 1 ("Policy"). The Policy outlines the process and guidelines for submitting Proposal Letters from non-profit organizations, review and recommendations of allocations by Councilmembers, and final approval by the full City Council; and

WHEREAS, Love Lodi submitted a Proposal Letter as shown in Attachment 2 ("Proposal"), which has been reviewed by the City Clerk and found in compliance within the Policy guidelines; and

WHEREAS, Council Member Craig-Hensley reviewed the merits and needs of Love Lodi's proposed projects or activities in the Proposal and desires to allocate public benefit funds to Love Lodi from the District 2 Non-Profit Funds, in the amount of $7,500.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby:

1. Find that the mission and goals of Love Lodi complies with the Policy, Council's strategic vision, and that the activities described in the Proposal will provide public benefit for the City of Lodi and its residents.

2. Approve the total allocation of public benefit funds of $7,500 from District 2 Non-Profit Funds to Lodi Community Church ("Love Lodi"), subject to compliance with the Policy.

3. Direct the Love Lodi to provide quarterly reports to the City Clerk on the use of the non-profit funds received as described in the Proposal, and the City Clerk shall then also share a summary of this reported activity to the City Council quarterly to ensure procedural consistency, transparency, and compliance with the Non-Profit Fund Policy.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Repealing and Replacing Resolution No. 2023-98 and Adopting a Revised Lodi City Council Strategic Vision (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
James Lindsay, Interim City Manager

RECOMMENDED ACTION:
Adopt a resolution repealing and replacing resolution no. 2023-98 and adopting a revised Lodi City Council Strategic Vision.

BACKGROUND INFORMATION:
On May 17, 2023, the Lodi City Council adopted Resolution No. 2023-98, approving the City's Strategic Vision consisting of priorities and milestones.

On January 28, 2026, the Lodi City Council held a Special Council Meeting at Hutchins Street Square to discuss and revise the Strategic Vision to align with the Councils current priorities for the City. The revised Strategic Vision, (a clean version is included as "Attachment 1" and a redline version showing changes is included as "Attachment 2"), categorizes the priorities in alphabetical order and are in **bold**, followed by the milestones.

These revised priorities collectively represent the current Strategic Vision of the Lodi City Council and should be utilized by staff as the foundation upon which future workplans are based and resource allocation decisions are made. Each department will show how these priorities align with their accomplishments in the City's annual budget book.

FISCAL IMPACT:
There is no fiscal impact to adopting the Strategic Vision. Strategic Priorities and Milestones each have many potential strategies with varying costs. The fiscal impact of addressing each priority will be communicated annually through the budget process.

FUNDING AVAILABLE:
Not applicable.

Lodi City Council Strategic Vision
February 2026

Downtown

Stretch Goal: Capitalize on Lodi's lively mixed use, walkable commercial downtown district.

A. Implement the Downtown Specific Plan.
B. Preserve downtown historic character.
C. Encourage improvements that support multi-modal transportation and public safety.
D. Promote the Civic Center as an integral part of the Downtown.
E. Adopt policies that incentivize the revitalization of buildings.

Economic Development

Stretch Goal: Raise the median income of Lodi residents 12% to match the State of California.

A. Implement the Economic Development Strategic Plan.
B. Expand economic opportunities along the I-5 corridor.
C. Grow the City through annexation.

Fiscal Health

Stretch Goal: Create a fiscal structure to accomplish City Council Strategic Priorities.

A. Promote the City's fiscal transparency and citizen's fiscal fluency.
B. Position Lodi to maintain a diversified revenue mix.
C. Ensure elected leaders and staff retain focus on fiscal priorities reflected in budget policies and funded projects.
D. Anticipate and advocate against unfunded mandates.
E. Ensure the City has funding amounts equal to annual depreciation levels to maintain assets.
F. Utilize the Pension Stabilization Reserve to reduce the financial impact of growing pension expenses.

Housing

Stretch Goal: Ensure every socio-economic demographic and family structure can secure quality housing within the community.

A. Develop new housing opportunities with market values aligned with current Area Median Income and standard housing/income ratios.

B. Ensure continued progress towards Regional Housing Needs Assessment Goals.
C. Require a percentage of housing in new developments to be workforce housing.
D. Adopt standards and policies to promote housing for all economic levels.
E. Develop policies that will promote affordable housing by design; generational housing by design; and diverse housing by design.
F. Consider ways to support the existence of an adequate number of rental properties.

Infrastructure

Stretch Goal: Develop and maintain a robust infrastructure to support the City's growth.

A. Invest in innovative infrastructure such as new hydrogen facilities near the Lodi Energy Center.
B. Promote adaptive reuse of existing properties.
C. Address deferred maintenance.
D. Ensure capacity for future growth.
E. Proactive infrastructure development to support future growth areas.
F. Ensure that funding for maintenance of future development projects is sustainable and self-supporting.

Parks

Stretch Goal: Develop a Parks System that is a model for the State of California.

A. Fully staffed to annual benchmarks.
B. Expand, develop and maintain Lodi Lake to meet or exceed community needs.
C. Develop and maintain sports/recreation facilities for City and public use, including an indoor sports facility.
D. Expand, develop and maintain Hutchins Street Square Facilities to meet or exceed community needs.
E. Create a dedicated fund to improve event-based facilities to meet community needs.

Public Safety

Stretch Goal: Create the best trained police and fire departments in the State of California.

A. Reach and maintain full staffing.
B. Build strategic regional partnerships with surrounding agencies to enhance fire and emergency response services including construction of an outdoor public safety training facility.
C. Research, develop and/or promote advanced training programs for police and fire personnel based on or exceeding best practices for service delivery and effecting public safety outcomes.
D. Ensure high levels of community involvement by public safety employees.

E. Enhance programs to address strategic safety problem areas in the community, such as the unsheltered population, Fentanyl crisis, and animal services.

Public Well-being

Stretch Goal: Be a recognized leader in generating a happy, healthy, high quality of life for all.

A. Use the Library to engage in opportunities for physical, recreational, and cultural activities.
B. Partner with other public/private entities to provide outreach, education, and activities to engage diverse cultures and communities.
C. Provide opportunities for access to mental health and substance abuse treatment.
D. Focus on youth education and mentorship to foster positive life-choices.
E. Ensure a customer centered focus in the City's delivery of services to the community.

Lodi City Council Strategic Vision
February 2026

Downtown

Stretch Goal: Capitalize on Lodi's lively mixed use, walkable commercial downtown district.

A. Implement the Downtown Specific Plan.
B. Preserve downtown historic character.
C. Encourage improvements that support multi-modal transportation and public safety.
D. Promote the Civic Center as an integral part of the Downtown.
E. Adopt policies that incentivize the revitalization of buildings.

Economic Development

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B. Expand economic opportunities along the I-5 corridor.
C. Grow the City through annexation.

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D. Anticipate and advocate against unfunded mandates.
E. Ensure the City has funding amounts equal to annual depreciation levels to maintain assets.
F. Utilize the Pension Stabilization Reserve to reduce the financial impact of growing pension expenses.

Housing

Stretch Goal: Ensure every socio-economic demographic and family structure can secure quality housing within the community.

A. Develop new housing opportunities with market values aligned with current Area Median Income and standard housing/income ratios.

B. Ensure continued progress towards Regional Housing Needs Assessment Goals.
C. Require a percentage of housing in new developments to be workforce housing.
D. Adopt standards and policies to promote housing for all economic levels.
E. Develop policies that will promote affordable housing by design; generational housing by design; and diverse housing by design.
F. Consider ways to support the existence of an adequate number of rental properties.

Infrastructure

Stretch Goal: Develop and maintain a robust infrastructure to support the City's growth.

A. Invest in innovative infrastructure such as new hydrogen facilities near the Lodi Energy Center.
B. Promote adaptive reuse of existing properties.
C. Address deferred maintenance.
D. Ensure capacity for future growth.
E. Proactive infrastructure development to support future growth areas.
F. Ensure that funding for maintenance of future development projects is sustainable and self-supporting.

Parks

Stretch Goal: Develop a Parks System that is a model for the State of California.

A. Fully staffed to annual benchmarks.
B. Expand, develop and maintain Lodi Lake to meet or exceed community needs.
C. Develop and maintain sports/recreation facilities for City and public use, including an indoor sports facility.
D. Expand, develop and maintain Hutchins Street Square Facilities to meet or exceed community needs.
E. Create a dedicated fund to improve event-based facilities to meet community needs.

Public Safety

Stretch Goal: Create the best trained police and fire departments in the State of California.

A. Reach and maintain full staffing.
B. Build strategic regional partnerships with surrounding agencies to enhance fire and emergency response services including construction of an outdoor public safety training facility.
C. Research, develop and/or promote advanced training programs for police and fire personnel based on or exceeding best practices for service delivery and effecting public safety outcomes.
D. Ensure high levels of community involvement by public safety employees.

E. Enhance programs to address strategic safety problem areas in the community, such as the unsheltered population, Fentanyl crisis, and animal services.

Public Well-being

Stretch Goal: Be a recognized leader in generating a happy, healthy, high quality of life for all.

A. Use the Library to engage in opportunities for physical, recreational, and cultural activities.
B. Partner with other public/private entities to provide outreach, education, and activities to engage diverse cultures and communities.
C. Provide opportunities for access to mental health and substance abuse treatment.
D. Focus on youth education and mentorship to foster positive life-choices.
E. Ensure a customer centered focus in the City's delivery of services to the community.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL REPEALING AND REPLACING RESOLUTION NO. 2023-98 AND ADOPTING A REVISED LODI CITY COUNCIL STRATEGIC VISION

==========

WHEREAS, on May 17, 2023, the Lodi City Council adopted Resolution No. 2023-98, approving the City's Strategic Vision for the future and its priorities and milestones for Calendar Year 2024; and

WHEREAS, on January 28, 2026, the Lodi City Council held a Special Meeting to discuss and revise the Strategic Vision to align with the Council's current priorities for the City ("Attachment A"); and

WHEREAS, the revised priorities should be utilized by staff as the foundation upon which future workplans are based and resource allocation decisions are made; and

WHEREAS, the annual budget will list how department accomplishments align with these priorities.

NOW, THEREFORE, BE IT RESOLVED the Lodi City Council does hereby repeal and replace Resolution No. 2023-98 and adopt a revised Lodi City Council Strategic Vision and the Strategic Priorities and Milestones as shown in Attachment A attached hereto.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

Lodi City Council Strategic Vision
February 2026

Downtown

Stretch Goal: Capitalize on Lodi's lively mixed use, walkable commercial downtown district.

A. Implement the Downtown Specific Plan.
B. Preserve downtown historic character.
C. Encourage improvements that support multi-modal transportation and public safety.
D. Promote the Civic Center as an integral part of the Downtown.
E. Adopt policies that incentivize the revitalization of buildings.

Economic Development

Stretch Goal: Raise the median income of Lodi residents 12% to match the State of California.

A. Implement the Economic Development Strategic Plan.
B. Expand economic opportunities along the I-5 corridor.
C. Grow the City through annexation.

Fiscal Health

Stretch Goal: Create a fiscal structure to accomplish City Council Strategic Priorities.

A. Promote the City's fiscal transparency and citizen's fiscal fluency.
B. Position Lodi to maintain a diversified revenue mix.
C. Ensure elected leaders and staff retain focus on fiscal priorities reflected in budget policies and funded projects.
D. Anticipate and advocate against unfunded mandates.
E. Ensure the City has funding amounts equal to annual depreciation levels to maintain assets.
F. Utilize the Pension Stabilization Reserve to reduce the financial impact of growing pension expenses.

Housing

Stretch Goal: Ensure every socio-economic demographic and family structure can secure quality housing within the community.

A. Develop new housing opportunities with market values aligned with current Area Median Income and standard housing/income ratios.
B. Ensure continued progress towards Regional Housing Needs Assessment Goals.
C. Require a percentage of housing in new developments to be workforce housing.
D. Adopt standards and policies to promote housing for all economic levels.
E. Develop policies that will promote affordable housing by design; generational housing by design; and diverse housing by design.
F. Consider ways to support the existence of an adequate number of rental properties.

Infrastructure

Stretch Goal: Develop and maintain a robust infrastructure to support the City's growth.

A. Invest in innovative infrastructure such as new hydrogen facilities near the Lodi Energy Center.
B. Promote adaptive reuse of existing properties.
C. Address deferred maintenance.
D. Ensure capacity for future growth.
E. Proactive infrastructure development to support future growth areas.
F. Ensure that funding for maintenance of future development projects is sustainable and self-supporting.

Parks

Stretch Goal: Develop a Parks System that is a model for the State of California.

A. Fully staffed to annual benchmarks.
B. Expand, develop and maintain Lodi Lake to meet or exceed community needs.
C. Develop and maintain sports/recreation facilities for City and public use, including an indoor sports facility.
D. Expand, develop and maintain Hutchins Street Square Facilities to meet or exceed community needs.
E. Create a dedicated fund to improve event-based facilities to meet community needs.

Public Safety

Stretch Goal: Create the best trained police and fire departments in the State of California.

A. Reach and maintain full staffing.
B. Build strategic regional partnerships with surrounding agencies to enhance fire and emergency response services including construction of an outdoor public safety training facility.
C. Research, develop and/or promote advanced training programs for police and fire personnel based on or exceeding best practices for service delivery and effecting public safety outcomes.
D. Ensure high levels of community involvement by public safety employees.
E. Enhance programs to address strategic safety problem areas in the community, such as the unsheltered population, Fentanyl crisis, and animal services.

Public Well-being

Stretch Goal: Be a recognized leader in generating a happy, healthy, high quality of life for all.

A. Use the Library to engage in opportunities for physical, recreational, and cultural activities.
B. Partner with other public/private entities to provide outreach, education, and activities to engage diverse cultures and communities.
C. Provide opportunities for access to mental health and substance abuse treatment.
D. Focus on youth education and mentorship to foster positive life-choices.
E. Ensure a customer centered focus in the City's delivery of services to the community.

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Appointing Christina Jaromay to the Position of City Treasurer of the City of Lodi (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
James Lindsay, Interim City Manager

RECOMMENDED ACTION:
Adopt a Resolution appointing Christina Jaromay to the position of City Treasurer of the City of Lodi effective February 19, 2026.

BACKGROUND INFORMATION:
Every governmental agency that administers funds must have an officer who receives and handles such funds and thereby acts in the capacity of Treasurer. The duties of the City Treasurer are: to receive and safely keep all money coming into the treasury; to comply with all laws governing the depositing and securing of public funds; to pay money only on warrants signed by legally designated persons; and to submit a monthly written report and accounting of receipts; disbursements and funds balances to the City Clerk and City Council.

On September 3, 2025, the Lodi City Council adopted Ordinance No. 2033 amending LMC Section 2.44.040, allowing the City Council to appoint the Interim City Manager to also serve as the City Treasurer and appointed Interim City Manager James Lindsay as City Treasurer. Mr. Lindsay will be resigning from City employment as he is nearing the maximum hours CalPERS Retired Annuitants are allowed to work for a CalPERS agency in a fiscal year.

The appointed City Treasurer position has historically been filled by the Assistant City Manager or the Deputy City Manager, which has been reclassified to an Administrative Services Director. The Administrative Services Director position is currently open for recruitment. Since July 2025, Christina Jaromay has been overseeing the Internal Services Department, in addition to the Parks, Recreation, and Cultural Services Department. Therefore, it is recommended that the City Council appoint Mrs. Jaromay as the City Treasurer of the City of Lodi in the interim, until the Administrative Services Director position is filled. This appointment shall become effective February 19, 2026.

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPOINTING CHRISTINA JAROMAY TO THE POSITION OF TREASURER OF THE CITY OF LODI

==========

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appoint Parks, Recreation, and Cultural Services Director, Christina Jaromay, to the position of Treasurer of the City of Lodi, effective February 19, 2026.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Updating City Staff Signers on City of Lodi Farmers & Merchants Bank Accounts (IS - BUD)

MEETING DATE:
February 18, 2026

PREPARED BY:
Jennelle Baker, Budget Manager

RECOMMENDED ACTION:
Adopt a Resolution Updating City Staff Signers on City of Lodi Farmers & Merchants Bank Accounts.

BACKGROUND INFORMATION:
Authorized signers on the City's bank accounts held at Farmers & Merchants Bank ("F&M") have been previously designated to the City Manager, the Assistant City Manager, and the Budget Manager. The Interim City Manager's assignment will end soon due to CalPERS service retirees' limit of working a maximum of 960 hours per fiscal year. To maintain compliance with banking signature authority, it is recommended to assign the treasury functions and signature authority to the Interim Administrative Services Director, Christina Jaromay. The authority will come back to council once a permanent City Manager and/or Administrative Services Director is identified.

To update the City's bank records, F&M requires City Council authorization. Staff is now requesting Council approval for the following designated signers:

Christina Jaromay, Interim Administrative Services Director
Jennelle Baker-Bechthold, Budget Manager

If approved, these individuals will serve as signers on City of Lodi bank accounts with F&M. The Corporate Authorization Resolution provided by F&M (Attachment 1) states in part that "the signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation". The signatures of Director Jaromay and Manager Baker-Bechthold on Attachment 1 are required in order to conduct City banking business.

Government Code 36936 provides that "[r]esolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of the city council."

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.

F&M BANK

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Authorization to Obtain a Consumer Information Report

By signing below, I certify that the information provided is accurate and hereby authorize F&M Bank to obtain a consumer information report from a consumer reporting agency (e.g. ChexSystems) to use to determine my eligibility for F&M Bank products and services.

Customer Name	**Social Security Number**
Christina C. Jaromay	[redacted]
Customer Signature	**Date**
	2-12-26

Please visit fmbonline.com/CCPA-Notice-At-Collection for information about how we collect, use and retain personal information.

****

For Internal Use Only:

ChexSystems QualiFile Response:

☐ **APPROVE**

☐ **REVIEW**

☐ **Review Approved by (BM or OS):** _____ **Date** _____
Print Name and Initial

Reason for Approval - _____

☐ **Review Declined by (BM or OS):** _____ **Date** _____
Print Name and Initial

Reason for Decline - _____

☐ **DECLINE**

Exception for "Decline" ☐ **Approved** ☐ **Declined by (EVP):** _____ **Date** _____
Print Name and Initial

If "**DECLINE**" (Account not opened): ☐ Notice of Action Based on Information Contained in Consumer Report provided to customer

Scan this form, ChexSystems QualiFile Response and EVP Exception Request (if applicable) to CIP file and file Originals in Branch file

SIGNATURE CARD

ACCOUNT AGREEMENT

FARMERS & MERCHANTS BANK OF CENTRAL CA
LODI OFFICE (C)
PO BOX 3000
LODI, CA 95241-1902
(800) 888-1498

Agreement Date: 04/26/2023 By: Lisa Engelhardt

☒ EXISTING Account - This agreement replaces previous agreement(s).

Account Description:
TIME DEPOSIT

☐ Checking ☐ Savings ☐ NOW ☐ _____

Initial Deposit $ _____ Source: _____

Account Number: [redacted]

Account Owner(s) Name & Address
CITY OF LODI
PO BOX 3006
LODI CA 95241

Additional Information:

NONE
NONE

Ownership of Account - CONSUMER Purpose

☐ Individual ☐ _____
☐ Joint Account ☐ Tenancy in Common Account
☐ Community Property Account of Spouses
☐ Joint Account of Spouses With Right of Survivorship
☐ Trust - Separate Agreement: _____

☐ Totten Trust or ☐ Pay-on-Death Designation as Defined in this Agreement
(Name and Address of Beneficiaries):

Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership
☐ LLC *(LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)*
☐ C Corporation ☐ S Corporation ☐ *Non-Profit*
☒ Public Funds
Business: CITY OF LODI

Backup Withholding Certifications *(Non-"U.S. Persons" - Use separate Form W-8)*

☒ By signing at right, I, JENNELLE L BAKER BECHTHOLD, certify under penalties of perjury that the statements made in this section are true.

☒ **TIN:** 94-6000361 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ **Not Subject to Backup Withholding.** I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipient.** I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

☒ Terms & Conditions ☒ Truth in Savings ☒ Funds Availability
☐ Electronic Fund Transfers ☒ Privacy ☐ Substitute Checks
☐ Common Features ☐ _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X JENNELLE L BAKER BECHTHOLD]
I.D. # [redacted] D.O.B. [redacted]

(2): [X CHRISTINA C JAROMAY]
I.D. # [redacted] D.O.B. [redacted]

(3): [X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

(4): [X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

☐ Authorized Signer (Individual Accounts Only)

[X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

SIGNATURE CARD

ACCOUNT AGREEMENT

FARMERS & MERCHANTS BANK OF CENTRAL CA
LODI OFFICE (C)
PO BOX 3000
LODI, CA 95241-1902
(800) 888-1498

Agreement Date: 01/02/2007 By: Lisa Engelhardt

☒ EXISTING Account - This agreement replaces previous agreement(s).

Account Description:
MONEY MARKET-NP

☐ Checking ☐ Savings ☐ NOW ☒ Money Market

Initial Deposit $ _____ Source: _____

Ownership of Account - CONSUMER Purpose

☐ Individual ☐ _____
☐ Joint Account ☐ Tenancy in Common Account
☐ Community Property Account of Spouses
☐ Joint Account of Spouses With Right of Survivorship
☐ Trust - Separate Agreement: _____
☐ Totten Trust or ☐ Pay-on-Death Designation as Defined in this Agreement
(Name and Address of Beneficiaries):

Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership
☐ LLC *(LLC tax classification:* ☐ *C Corp* ☐ *S Corp* ☐ *Partnership)*
☐ C Corporation ☐ S Corporation ☐ *Non-Profit*
☒ Public Funds
Business: CITY OF LODI

Backup Withholding Certifications *(Non-"U.S. Persons" - Use separate Form W-8)*

☒ By signing at right, I, JENNELLE L BAKER BECHTHOLD, certify under penalties of perjury that the statements made in this section are true.

☒ **TIN:** 94-6000361 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ **Not Subject to Backup Withholding.** I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipient.** I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Account Number: [redacted]

Account Owner(s) Name & Address
CITY OF LODI
CENTRAL PLUME
REMEDIATION FUND
P O BOX 3006
LODI CA 95241

Revised Date: 02/12/2026
CHANGE ACCOUNT SIGNERS

Additional Information:

NONE
NONE

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

☒ Terms & Conditions ☒ Truth in Savings ☒ Funds Availability
☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks
☒ Common Features ☒ Cust Agrmnt&SOC Bks I&II

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X JENNELLE L BAKER BECHTHOLD]
I.D. # [redacted] D.O.B. [redacted]

(2): [X CHRISTINA C JAROMAY]
I.D. # [redacted] D.O.B. [redacted]

(3): [X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

(4): [X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

☐ Authorized Signer (Individual Accounts Only)

[X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

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SIGNATURE CARD

ACCOUNT AGREEMENT

FARMERS & MERCHANTS BANK OF CENTRAL CA
LODI OFFICE (C)
PO BOX 3000
LODI, CA 95241-1902
(800) 888-1498

Agreement Date: 09/14/2004 By: Lisa Engelhardt

☒ EXISTING Account - This agreement replaces previous agreement(s).

Account Description:
PUBLIC FUNDS DDA

☒ Checking ☐ Savings ☐ NOW ☐ _____

Initial Deposit $ _____ Source: _____

Ownership of Account - CONSUMER Purpose

☐ Individual ☐ _____
☐ Joint Account ☐ Tenancy in Common Account
☐ Community Property Account of Spouses
☐ Joint Account of Spouses With Right of Survivorship
☐ Trust - Separate Agreement: _____
☐ Totten Trust or ☐ Pay-on-Death Designation as Defined in this Agreement
(Name and Address of Beneficiaries):

Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership
☐ LLC *(LLC tax classification:* ☐ *C Corp* ☐ *S Corp* ☐ *Partnership)*
☐ C Corporation ☐ S Corporation ☐ *Non-Profit*
☒ Public Funds
Business: CITY OF LODI

Backup Withholding Certifications *(Non-"U.S. Persons" - Use separate Form W-8)*

☒ By signing at right, I, JENNELLE L BAKER BECHTHOLD, certify under penalties of perjury that the statements made in this section are true.

☒ **TIN:** 94-6000361 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ **Not Subject to Backup Withholding.** I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipient.** I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Account Number: [redacted]

Account Owner(s) Name & Address
CITY OF LODI
PAYROLL ACCOUNT
P O BOX 3006
LODI CA 95241

Revised Date: 02/12/2026
CHANGE ACCOUNT SIGNERS

Additional Information:

NONE
NONE

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

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☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks
☒ Common Features ☒ Cust Agrmnt&SOC Bks I&II

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(1): [X JENNELLE L BAKER BECHTHOLD]
I.D. # [redacted] D.O.B. [redacted]

(2): [X CHRISTINA C JAROMAY]
I.D. # [redacted] D.O.B. [redacted]

(3): [X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

(4): [X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

☐ Authorized Signer (Individual Accounts Only)

[X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

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SIGNATURE CARD

ACCOUNT AGREEMENT

FARMERS & MERCHANTS BANK OF CENTRAL CA
LODI OFFICE (C)
PO BOX 3000
LODI, CA 95241-1902
(800) 888-1498

Agreement Date: 01/16/2007 By: Lisa Engelhardt

☒ EXISTING Account - This agreement replaces previous agreement(s).

Account Description:
MONEY MARKET-NP

☐ Checking ☐ Savings ☐ NOW ☒ Money Market

Initial Deposit $ _____ Source: _____

Account Number: [redacted]

Account Owner(s) Name & Address
CITY OF LODI
P O BOX 3006
LODI CA 95241

Revised Date: 02/12/2026
CHANGE ACCOUNT SIGNERS

Additional Information:

NONE
NONE

Ownership of Account - CONSUMER Purpose

☐ Individual ☐ _____
☐ Joint Account ☐ Tenancy in Common Account
☐ Community Property Account of Spouses
☐ Joint Account of Spouses With Right of Survivorship
☐ Trust - Separate Agreement: _____
☐ Totten Trust or ☐ Pay-on-Death Designation as Defined in this Agreement
(Name and Address of Beneficiaries):

Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership
☐ LLC *(LLC tax classification:* ☐ *C Corp* ☐ *S Corp* ☐ *Partnership)*
☐ C Corporation ☐ S Corporation ☐ *Non-Profit*
☒ Public Funds
Business: CITY OF LODI

Backup Withholding Certifications *(Non-"U.S. Persons" - Use separate Form W-8)*

☒ By signing at right, I, JENNELLE L BAKER BECHTHOLD, certify under penalties of perjury that the statements made in this section are true.

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FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

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☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks
☒ Common Features ☒ Cust Agrmnt&SOC Bks I&II

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X JENNELLE L BAKER BECHTHOLD]
I.D. # [redacted] D.O.B. [redacted]

(2): [X CHRISTINA C JAROMAY]
I.D. # [redacted] D.O.B. [redacted]

(3): [X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

(4): [X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

☐ Authorized Signer (Individual Accounts Only)

[X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

Wolters Kluwer Financial Services © 2016

SIGNATURE CARD

ACCOUNT AGREEMENT

FARMERS & MERCHANTS BANK OF CENTRAL CA
LODI OFFICE (C)
PO BOX 3000
LODI, CA 95241-1902
(800) 888-1498

Account Number: [redacted]

Account Owner(s) Name & Address
CITY OF LODI
P O BOX 3006
LODI CA 95241

Revised Date: 02/12/2026
CHANGE ACCOUNT SIGNERS

Agreement Date: 05/22/1972 By: Lisa Engelhardt

☒ EXISTING Account - This agreement replaces previous agreement(s).

Account Description:
PUBLIC FUNDS DDA

☒ Checking ☐ Savings ☐ NOW ☐ _____

Initial Deposit $ _____ Source: _____

Ownership of Account - CONSUMER Purpose

☐ Individual ☐ _____
☐ Joint Account ☐ Tenancy in Common Account
☐ Community Property Account of Spouses
☐ Joint Account of Spouses With Right of Survivorship
☐ Trust - Separate Agreement: _____
☐ Totten Trust or ☐ Pay-on-Death Designation as Defined in this Agreement
(Name and Address of Beneficiaries):

Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership
☐ LLC *(LLC tax classification:* ☐ *C Corp* ☐ *S Corp* ☐ *Partnership)*
☐ C Corporation ☐ S Corporation ☐ *Non-Profit*
☒ Public Funds
Business: CITY OF LODI

Backup Withholding Certifications *(Non-"U.S. Persons" - Use separate Form W-8)*

☒ By signing at right, I, JENNELLE L BAKER BECHTHOLD, certify under penalties of perjury that the statements made in this section are true.

☒ **TIN:** 94-6000361 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ **Not Subject to Backup Withholding.** I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipient.** I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Additional Information:

NONE
NONE

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

☒ Terms & Conditions ☒ Truth in Savings ☒ Funds Availability
☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks
☒ Common Features ☒ Cust Agrmnt&SOC Bks I&II

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X JENNELLE L BAKER BECHTHOLD]
I.D. # [redacted] D.O.B. [redacted]

(2): [X CHRISTINA C JAROMAY]
I.D. # [redacted] D.O.B. [redacted]

(3): [X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

(4): [X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

☐ Authorized Signer (Individual Accounts Only)

[X UNUSED SIGNATURE LINE]
I.D. # _____ D.O.B. _____

Resolution of Lodge, Association or Other Similar Organization

FARMERS & MERCHANTS BANK OF CENTRAL CA
PO BOX 3000
LODI, CA 95241-1902

Referred to in this document as "Financial Institution"

By: CITY OF LODI
P O BOX 3006
LODI CA 95241

Referred to in this document as "Association"

I, _____, certify that I am Secretary (clerk) of the above named association organized under the laws of CALIFORNIA _____, Federal Employer I.D. Number 94-6000361 _____, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on _____ *(date)*. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

	Name and Title or Position		Signature		Facsimile Signature *(if used)*
A.	CHRISTINA C JAROMAY INTERIM INTERNAL SERVICES DIRECTOR	X	_____	X	_____
B.	JENNELLE L BAKER BECHTHOLD BUDGET MANAGER	X	_____	X	_____
C.	_____	X	_____	X	_____
D.	_____	X	_____	X	_____
E.	_____	X	_____	X	_____
F.	_____	X	_____	X	_____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F		Description of Power	Indicate number of signatures required
	(1)	Exercise all of the powers listed in this resolution.	
A B	(2)	Open any deposit or share account(s) in the name of the Association.	2
A B	(3)	Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
	(4)	Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5)	Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Association as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6)	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7)	Other:	

Limitations on Powers. The following are the Association's express limitations on the powers granted under this resolution.

Resolutions

The Association named on this resolution resolves that,

(1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

(6) The Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

(7) The Association acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Association with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Association authorizes each Agent to have custody of the Association's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Association has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Association is a non-profit lodge, association or similar organization.

_____ _____

(Secretary) *(Attest by Other Officer)*

_____

(Attest by Other Officer)

For Financial Institution Use Only

Acknowledged and received on *(date)* by _____ *(initials)*

☐ This resolution is superseded by resolution dated .

Comments:

Wolters Kluwer Financial Services © 2018

RESOLUTION NO. 2026-

A RESOLUTION OF THE LODl CITY COUNCIL AUTHORIZING INTERIM ADMINISTRATIVE SERVICES DIRECTOR AND BUDGET MANAGER TO SERVE AS DESIGNATED SIGNERS ON CITY OF LODl FARMERS & MERCHANTS BANK ACCOUNTS

==========

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes Interim Administrative Services Director Christina Jaromay and Budget Manager Jennelle Baker-Bechthold to execute Attachment 1 to this Resolution (Corporate Authorization Resolution).

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026 - ____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS -

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026- ___

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Accepting and Appropriating the Homeless Housing, Assistance, and Prevention (HHAP) Round 5 Grant and Authorizing the Interim City Manager or Designee to Execute HHAP Round 5 Subrecipient Agreements in a Form Acceptable by the City Attorney (CD)

MEETING DATE:
February 18, 2026

PREPARED BY:
Jennifer Rhyne, Neighborhood Services Manager

RECOMMENDED ACTION:
Adopt a resolution accepting and appropriating the Homeless Housing, Assistance, and Prevention (HHAP) Round 5 grant funds and authorizing the Interim City Manager or Designee to execute HHAP Round 5 subrecipient agreements in a form acceptable by the City Attorney.

BACKGROUND INFORMATION:
The State of California Homeless Coordinating and Financing Council (HCFC), in coordination with the Business, Consumer Services and Housing Agency (BCSH), has made available additional funding through Homeless Housing, Assistance, and Prevention (HHAP) Round 5. The HHAP program was established under Assembly Bill 101 (Chapter 159, Statutes of 2019) and is designed to support regional coordination and expansion of local capacity to address homelessness through evidence-based, Housing First-aligned strategies.

HHAP funding prioritizes interim housing, street outreach, services coordination, prevention, and diversion activities that reduce unsheltered homelessness and support transitions to permanent housing. A key requirement of the program is coordination among regional partners to address each jurisdiction's share of regional homelessness needs.

The San Joaquin Continuum of Care (SJCoC) and San Joaquin County jointly administer HHAP funds and release a coordinated Notice of Funding Availability (NOFA) to allocate funding to eligible jurisdictions and programs countywide. The City of Lodi has successfully received and administered multiple prior rounds of HHAP funding, supporting both the Lodi Access Center and Emergency Shelter and the Harmony Homes project.

The City of Lodi submitted an application for HHAP Round 5 funding focused on the continued operation of the Lodi Access Center and Emergency Shelter, street outreach, services coordination, and prevention and shelter diversion activities. The Access Center is an existing, operational program that has been previously supported by earlier HHAP rounds and serves as a core component of the City's comprehensive homelessness response.

San Joaquin County Neighborhood Preservation received nearly thirty applications in response to the HHAP

Round 5 Notice of Funding Availability, with total funding requests exceeding $18 million. Following a highly competitive evaluation process, the City of Lodi has been recommended for an award in the amount of $426,627.44.

FISCAL IMPACT:
The HHAP Round 5 grant will provide $426,627.44 in State funding passed through San Joaquin County and the San Joaquin Continuum of Care to support the continued operation of the Lodi Access Center and Emergency Shelter, outreach, services coordination, and prevention and diversion activities. There is no impact to the City's General Fund with the acceptance of this award.

FUNDING AVAILABLE:
HHAP Round 5 Project Strings (new):

ARPA-22001.Contracts.HHAP5.Operations	($284,651.27)
ARPA-22001.Contracts.HHAP5.Prevention	(52,942.23)
ARPA-22001.Contracts.HHAP5.Coordination	($57,873.10)
ARPA-22001.Contracts.HHAP5.Outreach	(31,160.84)
Revenue: 35500000.56005	$426,627.44
Expenditures: 35599000.77020	$426,627.44

Capital Improvement Plan

FY 2025-2026

Project Title:		Munis Project Code:	ARPA-22001		#172
Section I: Description	**District Nos:**	**Citywide**	**Project Length**	30-Jun-26	**Priority**	**High**

The City of Lodi Community Development Department recognizes that effectively responding to the COVID-19 Pandemic requires a combination of strategies at the local level including housing our unsheltered population. The Navigation Center concept now renamed the Lodi Access Center will be a low-barrier, service enriched congregate shelter. Additionally, on site will be a Workforce Education Center to support not only Access Center clients, but members of the community as well.

Justification/factor driving project

On April 7, 2021 Council feedback was to support $5.5 million towards the development of a Navigation Center and a resolution was adopted at the April 21, 2021 Council Meeting. On April 7, 2021 City Council accepted the award of Permanent Local Housing Allocation (PLHA) funding. On July 13, 2021 $2.8 million was approved by the County Board of Supervisors from the San Joaquin County capital-outlay fund in support of the Access Center and on December 13,2022 an additional $8.2 million was awarded. HHAP Round 3 Funds Awarded FY23/24-$578,537.07

Additional Information

The American Rescue Plan Act of 2021 was signed into law on March 11, 2021. The Act provides $65.1 billion to the approximately 19,000 units of state, local and tribal governments nationwide using a block grant formula with Lodi receiving approx. $15.7 million.

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	$ 3,921,458	$ 6,776,877							**$ 10,698,335**
Total Capital Costs	**$ 3,921,458**	**$ 6,776,877**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,698,335**

Section III: Funding Sources/Methods of Financing

Funding Source(s)	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
104 - American Rescue Plan	$ 1,067,302	$ 5,076,251	$ 575,910						**$ 6,719,463**
355 - Community Grants	$ 3,242,967	$ 10,575,238	$ 426,627.44						**$ 14,244,833**
431 - Capital Outlay/General Fund	$ 475,902	$ 224,098							**$ 700,000**
Total Project Financing	**$ 4,786,171**	**$ 15,875,587**	**$ 1,002,537**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,664,296**

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING AND APPROPRIATING THE HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP) ROUND 5 GRANT, IN THE AMOUNT OF $426,627.44, AND AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE HHAP ROUND 5 SUBRECIPIENT AGREEMENTS IN A FORM ACCEPTABLE TO THE CITY ATTORNEY

==========

WHEREAS, the State of California Homeless Coordinating and Financing Council (HCFC), in coordination with the Business, Consumer Services and Housing Agency (BCSH), has made available Homeless Housing, Assistance, and Prevention (HHAP) Round 5 funding pursuant to Assembly Bill 101 (Chapter 159, Statutes of 2019), to support regional coordination and evidence-based strategies to address homelessness; and

WHEREAS, the San Joaquin Continuum of Care (SJCoC) and San Joaquin County jointly administer HHAP funds and released a coordinated Notice of Funding Availability (NOFA) for HHAP Round 5; and

WHEREAS, the City of Lodi submitted an application for HHAP Round 5 funding to support the continued operation of the Lodi Access Center and Emergency Shelter, street outreach, services coordination, and prevention and shelter diversion activities; and

WHEREAS, the City of Lodi has been recommended for an award in the amount of $426,627.44.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept and appropriate the HHAP Round 5 Grant, in the amount of $426,627.44, to revenue account 35500000.56005 and expense account 35599000.77020 utilizing project strings (new): ARPA-22001.Contracts.HHAP5.Operations ($284,651.27), ARPA-22001.Contracts.HHAP5.Prevention (52,942.23), ARPA-22001.Contracts.HHAP5.Coordination ($57,873.10), ARPA-22001.Contracts.HHAP5.Outreach (31,160.84), and authorize the Interim City Manager or Designee to execute the HHAP Round 5 Subrecipient Agreements (4) in a form acceptable by City Attorney.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Approve Lodi Tourism Business Improvement District 2025 Annual Report (ED)

MEETING DATE:
February 18, 2026

PREPARED BY:
Luis Aguilar, Economic Development Director

RECOMMENDED ACTION:
Approve Lodi Tourism Business Improvement District 2025 Annual Report.

BACKGROUND INFORMATION:
On September 2, 2015, the City Council adopted Resolution No. 2015-159, establishing the Lodi Tourism Business Improvement District (LTBID) for a five-year term. On August 5, 2020, the City Council adopted Resolution No. 2020-172, renewing the LTBID an additional ten years through September 30, 2030. Pursuant to Lodi Municipal Code Chapter 12.07 and Streets and Highway Code Section 36600 et seq., also known as the “Property and Business Improvement District Law of 1994”, the Owners Association, identified in the resolution as the Lodi Conference and Visitors Bureau (Visit Lodi!), is required to present an annual report (Exhibit A) to the Council for each year in which assessments are levied and collected to pay the costs of the improvements and activities described within the report.

The annual assessment rate for lodging businesses in the City of Lodi is 4.5 percent of their gross room revenue for short-term stays i, and 3 percent for lodging businesses in a portion of the unincorporated area of San Joaquin County. For Fiscal Year 2026, Visit Lodi! is not proposing any changes to the method, basis for levying the assessment, or to the boundaries of assessed businesses within the LTBID.

FISCAL IMPACT:
Visit Lodi! generates additional funding for local merchants, and the City, by encouraging tourism dollars to be spent locally.

FUNDING AVAILABLE:
Not applicable. The LTBID is funded by assessed lodging businesses.

Visit Lodi Annual Report & Budget

Submitted to: City of Lodi
Reporting period: January 1–December 31, 2025
Prepared & Submitted by: Wes Rhea, President & CEO, Visit Lodi

District Boundaries
There are no proposed changes to the boundaries or assessed businesses.

Improvements and Activities
The improvements and activities for the fiscal year 2025 are consistent with the Management District Plan. There are no proposed changes.

Executive Summary

2025 was a major build year for Lodi's visitor economy. Visit Lodi modernized core marketing infrastructure, completed long-range planning to guide investment and coordination, expanded community engagement, and upgraded measurement tools to better track visitor traffic and spending.

Key milestones included a new VisitLodi.com website completion of the Visit Lodi Destination Master Plan advancement of a Sports Strategic Plan, a new magazine-style Visitors Guide, a brand refresh, and an organizational name change to Visit Lodi.

Lodi lodging performance strengthened in 2025 with room night demand up 13.5% and occupancy up 3.4%.

2025 Highlights

Destination Strategy and Alignment

Completed the Destination Master Plan to:

- Position Lodi as a premier destination
- Build community cohesion around destination direction
  Identify competitive opportunities and threats
- Establish product and infrastructure needs
- Encourage future economic vitality
- Support Visit Lodi's long-term relevance

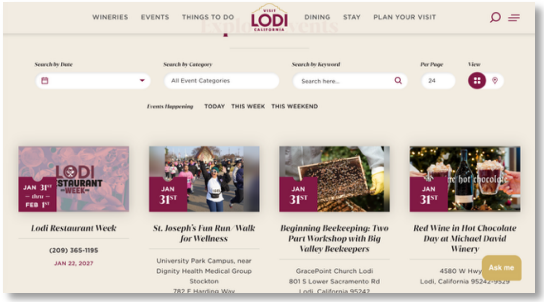
The Destination Master Plan defines strategic imperatives including:

- Expanding destination product/audience mix
- Repositioning the wine experience
- Supporting community engagement
- Operating an indispensable destination organization
- Advancing a Sports Strategic Plan to grow sports-related travel and overnight demand

Modernized Visitor Infrastructure

- **Launched a new VisitLodi.com website** in November 2025. Year-end performance showed stronger engagement and usability:
  - **Total page views:** 718,937 (+7.32% YoY)
  - **Views per active user:** 2.05 (+21.94% YoY)
  - **Avg. engagement time:** 43s (+61.81% YoY)
  - **Bounce rate:** 49.93% (improved from 67.06%)





Brand and Identity

- Completed a brand refresh and updated creative systems across channels.
- Officially changed the organization name to **Visit Lodi** (from Lodi Conference & Visitors Bureau).
- Updated visitor center merchandise to align with the refreshed brand, including the popular **Lodi Arch ornament**.

Significant Content Production

- Produced **30+ new blogs**.
- Reviewed/refreshed **500+ business listings**, removing outdated or underperforming content.
- Completed a refreshed **photo and video shoot** to modernize the content library.

Visitors Guide

- Produced a redesigned **magazine-style Visitors Guide** and printed **25,000** copies for distribution through lodging/tourism locations and by request via the website and external channels.





Measurement and accountability

- Reinvested in **geo-location data platforms** to strengthen measurement of visitor traffic and spending, improving the foundation for performance reporting.

Marketing Reach and Performance Snapshot

Lodging Performance

- **Room night demand:** +13.5%
- **Occupancy:** +3.4%

Website Performance

- Website engagement improved substantially after the November launch (see metrics page 2).

Organic Social Performance

Across Visit Lodi social channels (Facebook, Instagram, TikTok, YouTube) for **Jan 1–Dec 31, 2025**, Visit Lodi delivered meaningful audience growth and visibility.

- Facebook: **31.21K followers (+38.66%)** and **6.64M impressions (+25.31%)**.
- Instagram: **40.84K followers (+19.83%)**.
- TikTok: **8,230 followers (+518.80%)** and **1.46M video views (+4661.14%)**.
- YouTube: **516.96K video views (+3447.88%)**.

Earned Media

- Earned coverage in 2025 generated **24,440,301 earned impressions** to date, with placements including outlets such as **AFAR, Real Simple, Travel + Leisure, 7x7, Matador Network, USA Today 10Best**, and others.
- Produced **two San Francisco Chronicle inserts** (spring and fall) showcasing Lodi (paid placement).

Digital Paid Media

Visit Lodi's digital paid media efforts exceeded 15 million impressions including Meta, Google, CTV/OTT, Digital Billboard, and Programmatic Display.

Community Engagement and Outreach

Visit Lodi increased local and regional engagement through in-market presence, event booths, and trade outreach, including:

- Participated in the Palm Desert Food & Wine Show and San Diego Food & Wine Show (sponsored by the Lodi Winegrape Commission).
- Meetings market promotion at the Associations West Seasonal Spectacular tradeshow (booth presence).
- Community booths at both Lodi Street Faires, plus booth participation at a Lodi Farmers Market.
- Large activation at Terra Madre Americas (Sacramento), featuring local partners Calivirgin Olive Oil and Bokisch Winery showcasing Lodi to 165,000 attendees.
- Updated year-round and holiday banners in downtown Lodi.

Destination Lodi and Visitor Readiness

- Hosted the annual reinvigorated tourism community event **Destination Lodi**, themed **"Growing Together"**, with our partners the **Lodi Winegrape Commission** and the **Lodi Chamber of Commerce** as panelists.
- Conducted **quarterly Lodi Tourism Ambassador classes** and hosted ambassador social events to strengthen visitor readiness and frontline advocacy

Operational Modernization

In 2025, Visit Lodi strengthened internal operational efficiency by digitizing and streamlining administrative workflows and implementing new technology supporting **accounts payable, accounts receivable,** and **accounting practices**. This work reduced manual processing and improved documentation consistency, supporting stronger internal controls and reporting readiness.

2026 Direction

Building from 2025's foundation, Visit Lodi's near-term priorities are to:

- Implement priority actions identified in the Destination Master Plan.
- Activate sports tourism strategy through event exploration and partner coordination.
- Continue strengthening measurement (geo-location data plus improved channel analytics) to better tie marketing activity to visitation outcomes.
- Expand content and conversion performance from the new website.

2026 Budget

The cost of providing improvements and activities for 2026 is consistent with the Management District Plan. The anticipated total BID revenues for 2026 are the same as 2025 at $1,230,000, with additional funds (see Other Funding) the total budget is $1,348,050.

Category	%	$
Sales & Marketing	78.37%	$677,975
Administration	11.90%	$126,475
Personnel	2.36%	$454,600
Contingency / Renewal	4.07%	$50,000
City Admin Fee	3.30%	$39,000
Total	**100%**	**$1,348,050**

Surplus and Other Funding

Surplus

Visit Lodi will not carry over a surplus assessment from 2025.

Other Funding

There are additional estimated revenues of $**118,050** from the following sources:

Source	Budgeted Amount
Annual Tourism Event	$6,000
Retail	$7,750
Marketing Services Fees	$1,500
Ambassador Program and CE Fees	$2,800
Visitor Guide Ad Sales	$25,000
Cash from Reserves for Special Projects	$75,000
Total	**$118,050**

Lodi Tourism Improvement District Assessment Overview (Informational)

The way assessments are calculated and collected has not changed.

• **Assessment Rates:** Businesses in the City of Lodi will pay a rate of 4.5% of their gross room revenue for short-term stays (less than 31 days). Businesses in unincorporated parts of San Joaquin County will pay 3%.

• **Exemptions:** Assessments won't apply to stays longer than 30 days or to contracts made before August 5, 2020.

• **Gross Room Revenue:** This includes all charges for room occupancy without deductions but excludes taxes like transient occupancy tax.

The assessment is the responsibility of the lodging businesses. They can choose to pass the charge on to their guests, but it must be clearly listed as the "LTBID Assessment" on receipts. This charge is separate from the room rate and any other taxes. Even if passed on to guests, the lodging business is ultimately responsible for ensuring the assessment is paid. This assessment is not considered part of the business' revenue for tax purposes.

• **Bonds will not be issued**

Penalties and Interest for Lodging LTBID Collections:

• **Late payments:** If a lodging business does not pay the assessment on time, a 10% penalty will be added to the amount due.

• **Additional penalties:** If the payment is more than 30 days late, another 10% penalty will be added on top of the first penalty.

• **Fraud penalties:** If nonpayment is due to fraud, a 25% penalty will be added to the total, along with any other applicable penalties.

• **Interest charges:** Unpaid assessments will accrue interest at a rate of 0.5% per month until the full amount is paid.

• **Combined charges:** All penalties and interest will be added to the original assessment amount and must be paid in full.

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Approving Lodi Electric Utility Fee Schedule and Authorizing Annual Cost Based Adjustments (EU)

MEETING DATE:
February 18, 2026

PREPARED BY:
Melissa Price, Assistant Electric Utility Director

RECOMMENDED ACTION:
Adopt a resolution approving the Lodi Electric Utility Fee Schedule and authorizing annual cost-based adjustments.

BACKGROUND INFORMATION:
On January 7, 2026, City Council adopted Ordinance No. 2035 updating existing and establishing new guidelines for the processing and recovery of revenues associated with costs incurred by Lodi Electric Utility (LEU) as a result of utility theft as well as disconnection and reconnection of service to support customer electric infrastructure upgrades.

The updates included in Ordinance No. 2035 were needed to ensure that fees, originally established in 2012, were accurately reflecting both labor and material cost increases realized over the past several years. Updates were also needed to address work completed by LEU staff outside of normal business hours and work associated with panel upgrades necessitated by more current industry trends and customer demands such as electric vehicles, solar/battery storage and accessory dwelling unit additions.

A separate resolution is now needed to update existing and establish new fee amounts. The chart below summarizes those proposed fee amounts as calculated for Fiscal Year 2025/26 with the detailed fee schedule included as Attachment 1:

Service Fee Description	Original (2012)	Proposed Business Hours / After Hours
Theft Inspection Fee	$ 75.00	$ 73.00 / $ 92.00
Field Services Dispatch Fee	$ 75.00	$ 73.00 / $ 92.00
Troubleshooter Dispatch Fee	$120.00	$158.00 / $257.00
Meter Set/Dispatch Fee	$115.00	$131.00 / $212.00
Damaged Meter Test Fee	$ 57.50	$ 70.00 / $106.00
Disconnect/Reconnect Fee	NEW	$158.00 / $257.00

Material Fee Description	Original (2012)	Proposed

Meter Ring Fee	$ 17.00	$ 43.00
Padlock Fee	$ 7.00	$ 10.00
Meter Cover Fee	$ 3.00	$ 3.00
Damaged Meter Replacement Fee: Single-Phase/Poly-Phase/Solar	$ 60.00 / $450.00 / N/A	$ 90.00 / $540.00 / $435.00
Remote Connect/Disconnect Meter Replacement Fee	$ 300.00 / $430.00	$224.00

LEU staff surveyed a number of utilities and, as expected, fee amounts vary based on each utility's actual costs which differ based on compensation as well as meter type. However, fee types across most utilities are similar in purpose to recover costs.

The proposed fee amounts for LEU will take effect immediately if approved by Council and will be updated July 1 of each year based on fully burdened labor rates (including any labor contract changes), as well as average cost for all applicable inventory items. Updated fees will be posted on the City's website and available at City offices.

FISCAL IMPACT:
Regularly updating fees is crucial for ensuring cost recovery by adjusting for factors like inflation and labor contract adjustments.

FUNDING AVAILABLE:
Not applicable.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING LODI ELECTRIC UTILITY FEE SCHEDULE AND AUTHORIZING ANNUAL COST BASED ADJUSTMENTS

==========

WHEREAS, on January 7, 2026, City Council adopted Ordinance No. 2035 updating existing and establishing new guidelines for the processing and recovery of revenues associated with costs incurred by Lodi Electric Utility (LEU) as a result of utility theft as well as disconnection and reconnection of service to support customer electric infrastructure upgrades; and

WHEREAS, updates included in Ordinance No. 2035 were needed to ensure that fees, originally established in 2012, were accurately reflecting both labor and material cost increases realized over the past several years; and updates were also needed to address work completed by LEU staff outside of normal business hours and work associated with panel upgrades necessitated by more current industry trends and customer demands such as electric vehicles, solar/battery storage and accessory dwelling unit additions; and

WHEREAS, a separate resolution is now needed to update existing and establish new fee amounts as further outlined in Attachment 1; and

WHEREAS, the proposed fee amounts for LEU will take effect immediately if approved by Council and will be updated July 1 of each year based on fully burdened labor rates (including any labor contract changes), as well as average cost for all applicable inventory items.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Lodi Electric Utility Fee Schedule further described and included in Attachment 1, including annual cost based adjustments July 1 of each year.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-____

Attachment 1

Lodi Electric Utility Fee Schedule[1]

Table A - Service Fees[2]

	Business Hours[3]	After Hours
Theft Inspection Fee	$73.00	$92.00
Field Services Dispatch Fee	$73.00	$92.00
Troubleshooter Dispatch Fee	$158.00	$257.00[4]
Meter Set/Dispatch Fee	$131.00	$212.00[5]
Damaged Meter Test Fee	$70.00	$106.00
Disconnect/Reconnect Fee	$158.00	$257.00

Table B - Material Fees[6]

Meter Ring Fee	$43.00
Padlock Fee	$10.00
Meter Cover Fee	$3.00
Damaged Meter Replacement Fee: Single-Phase/Poly-Phase/Solar	$90.00/$540.00/$435.00
Remote Connect/Disconnect Meter Replacement Fee	$224.00

[1] All fees billed in accordance with Lodi Electric Utility policies and procedures, as updated.

[2] To be updated July 1 of every year based on current burdened labor rates and posted at www.lodielectric.com. Current Fiscal Year 2025/26 listed as current example in Table A. Should any task associated with the Fees identified in Table A extend beyond one hour (or 30 minutes for Damaged Meter Test Fee), fee will be adjusted accordingly. Multiple fees may be charged based on required staff resources.

[3] For Field Services staff -7 am to 5 pm M-F; every other Friday closed. For Troubleshooting and Metering staff – 6 am to 4:30 pm M-F. Subject to change – confirm with Lodi Electric Utility

[4] Per existing labor agreements, a minimum of two (2) hours will be charged for After Hours work.

[5] Per existing labor agreements, a minimum of two (2) hours will be charged for After Hours work.

[6] To be updated July 1 of every year based on perpetual inventory average cost and posted at www.lodielectric.com. Current Fiscal Year 2025/26 as of August 2025 listed as current example in Table B.

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Rejecting All Bids for the Adore Pets Building Demolition (PW)

MEETING DATE:
February 18, 2026

PREPARED BY:
Interim Public Works Director

RECOMMENDED ACTION:
Adopt a resolution rejecting all bids for the Adore Pets Building Demolition.

BACKGROUND INFORMATION:
The Community Development Department (CDD) identified the building and site located at 354 East Oak Street, former business location of Adore Pets, as a public threat posing safety hazards, risks for fire and/or impending collapse. Evidence cited included severe structural decay, sagging beams, and excess trash. Staff also found a severed tree limb resting on the roof with the potential to fall and cause public harm as the area is not fenced.

The Public Works Department was asked to assist in the building abatement and advertised an informal bid utilizing the California Uniform Public Construction Cost Accounting Act (CUPCCAA). The project included the following work: abating, demolishing and removing the main structure of approximately 1800 square feet, obtaining a Valley Air Board Permit (lead paint/asbestos removal), filling-in the 600 square foot basement, capping utilities, properly disposing of hazardous waste, saw cutting and removing approximately 320SF of concrete sidewalk and door landing, removing one 18” diameter tree, and installing approximately 125’ of four (4) foot high chain link fence.

Two (2) bids for this project were received on September 10, 2025 as follows:

Bidder	Location	Bid	Above/(Below) Engineer’s Estimate
Engineer’s Estimate		*$70,000.00*	
JM Environmental, Inc.	Granite Bay	$58,627.00	($11,373.00)
RB Environmental Inc.	Stockton	$59,125.00	($10,875.00)

With the intention of completing this project as quickly as possible and at less cost to the City, the CDD Development Staff is moving forward with other options. As this project was publicly bid out, it requires the Council to reject all bids. Staff recommends adopting a resolution rejecting all bids for Adore Pets Building Demolition.

FISCAL IMPACT:
To be addressed at a later date.

FUNDING AVAILABLE:
To be addressed at a later date.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING ALL BIDS FOR THE ADORE PETS BUILDING DEMOLITION

==========

WHEREAS, the Community Development Department identified the building and site located at 354 East Oak Street, former business location of Adore Pets, as a public threat posing safety hazards, risks for fire and/or impending collapse; and

WHEREAS, the Public Works Department was asked to assist in the building abatement and advertised an informal bid utilizing the California Uniform Public Construction Cost Accounting Act (CUPCCAA); and

WHEREAS, two (2) bids for this project were received on September 10, 2025 as follows:

Bidder	**Location**	**Bid**	**Above/(Below) Engineer's Estimate**
Engineer's Estimate		*$70,000.00*	
JM Environmental, Inc.	Granite Bay	$58,627.00	($11,373.00)
RB Environmental Inc.	Stockton	$59,125.00	($10,875.00)

WHEREAS, with the intention of completing this project as quickly as possible and at less cost to the City, the City is moving forward with other options; and

WHEREAS, Staff recommends rejecting all bids for Adore Pets Building Demolition.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject all bids for Adore Pets Building Demolition.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Authorizing Interim City Manager to Execute Amendment No. 5 with West Yost & Associates, Inc of Davis, for Fiscal Year 2025/26 Regulatory Engineering Services at White Slough Water Pollution Control Facility ($60,000) (PW)

MEETING DATE:
February 18, 2026

PREPARED BY:
Interim Public Works Director

RECOMMENDED ACTION:
Adopt a Resolution Authorizing the Interim City Manager to Execute Amendment No. 5 with West Yost & Associates, Inc of Davis, for Fiscal Year 2025/26 Regulatory Engineering Services at White Slough Water Pollution Control Facility in the amount of $60,000.

BACKGROUND INFORMATION:
The scope of work covers regulatory related support efforts and anticipated requirements under discharge permits issued by the Central Valley Regional Water Quality Control Board (Regional Board), including the General Permit for Municipal Wastewater Dischargers and associated site-specific Notices of Applicability, Waste Discharge Requirements, and State Water Resources Control Board orders governing recycled use.

The original professional services agreement with West Yost & Associates, Inc. was executed on September 1, 2020, in the amount of $193,700, to provide regulatory engineering services in support of compliance activities at the White Slough Water Pollution Control Facility.

Amendment No.1 was executed on April 12, 2021, increasing the not-to-exceed amount by $62,100, for a revised total contract amount $255,800. This amendment adjusted the scope of work to address expanded regulatory needs.

Amendment No. 2 was executed in October 12, 2021, increasing the not-to-exceed amount by $47,600, for a revised total contract amount of $303,400, and continued regulatory support services associated with permit compliance activities.

Amendment No. 3 was executed on August 18, 2022. This amendment extended the term of the agreement through June 30, 2024, increased the not-to-exceed amount by $413,100, for the revised total amount of $716,500, and expanded the scope of services to include additional State regulatory requirements.

Amendment No. 4 was approved on October 8, 2024, and replaced a previously approved version to correct a minor error related to the fee amount. This amendment extended the term of the agreement through June 30, 2026, increased the not to exceed amount by $387,400, and revised the total contract amount to $1,103,900. Aside from the extension, no substantive changes were made to the scope of services.

Amendment No. 5, if approved, would authorize continued regulatory support services for the remainder of Fiscal Year 2025-26, in the amount not-to-exceed $60,000, revising the total contract amount to $1,163,900. This amendment provides continuity of ongoing regulatory assistance necessary to meet existing permit requirements. This action will not extend the term.

Staff will initiate a Request for Qualifications (RFQ) for future regulatory services prior to the expiration of this contract.

The following scope of services summarizes the primary regulatory support activities for Fiscal Year 2025-26:

Project Management:
This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

Regulatory Program Management:
Continued ongoing assistance related to understanding complex regulatory compliance issues, implementing the measures needed to achieve compliance and provide assistance to the City as needed in developing responses to Regional Board requests.

Land Application Monitoring Coordination:
Review land application monitoring data and development of the Annual Cropping and Irrigation Reports. Review of the monthly land application reports under the WDRs. Prepare online Annual Biosolids Application Report, required by the USEPA and prepare various recycled water reports required to document tertiary pond activities.

Groundwater Reporting Support:
Includes support with developing quarterly and annual groundwater monitoring reports. West Yost will prepare draft and final quarterly reports, including figures depicting the quarterly groundwater contour information.

WDRs Adoption Support:
West Yost will complete a review of the Administrative Draft Order and Tentative Draft Order. These reviews will include a thorough read-through the orders for errors or concerns relative to the City's current permit and other recent, similar permits issued by the Regional Board and development of a comment document on the City's behalf.

Monitoring Well Network Modifications:
To support adoption of the monitoring network modifications being requested in the recent Report of Waste Discharge (ROWD). West Yost will manage and oversee the well destruction activities and construction of a new monitoring well WSM-17R. West Yost upon completion of the project will prepare a Monitoring Well Destruction Report to the Regional Board.

As-Needed Support Services:
This task allows Staff the flexibility to request additional support services from West Yost related to WSWPCF planning or design efforts or coordinating efforts between permit-related studies and other WSWPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

Staff recommends authorizing the Interim City Manager to execute Amendment No. 5 with West Yost & Associates, Inc., of Davis, for regulatory engineering services at White Slough Water Pollution Control Facility, in the amount not-to-exceed $60,000.

COUNCIL COMMUNICATION

FISCAL IMPACT:
This contract has minimal long-term fiscal impacts, however these regulatory services are necessary to maintain the city's permit to operate our wastewater treatment facility.

FUNDING AVAILABLE:
This contract, including Amendment No. 5, is paid for out of Wastewater (White Slough) Operations previously approved in the Fiscal Year 2025-26 Budget.

AMENDMENT NO. 5

WEST YOST & ASSOCIATES, INC.
TASK ORDER NO. 49

THIS AMENDMENT NO. 5 to TASK ORDER NO. 49 ("Amendment No. 5") is made and entered this ____ day of _____, 2026 by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY"), and WEST YOST & ASSOCIATES, INC. a California corporation (hereinafter called "CONTRACTOR".)

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into Task Order No. 49 on September 1, 2020, Amendment No. 1 on April 12, 2021, Amendment No. 2 on October 12, 2021, Amendment No. 3 on August 18, 2022 and Amendment No. 4 on October 8, 2024 (collectively the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and

2. WHEREAS, CITY now requests to add funds in an amount of $60,000 for a total Agreement not-to-exceed amount of $1,163,900 as set forth in Exhibit 2, attached hereto and made part hereof; and

3. WHEREAS, CITY and CONTRACTOR agree to said amendments.

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

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 5 on the date and year first above written.

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

_____
JAMES LINDSAY
Interim City Manager

Attest:

_____
OLIVIA NASHED, City Clerk

Approved as to Form:

_____
KATIE O. LUCCHESI, City Attorney

WEST YOST & ASSOCIATES, INC.
a California corporation hereinabove
called "CONTRACTOR"

_____
JEFFREY PELZ
Vice President

Exhibit 1 to Amendment No. 5

AMENDMENT NO. 4

WEST YOST & ASSOCIATES, INC
TASK ORDER NO. 49

THIS AMENDMENT NO. 4 TO TASK ORDER NO. 49, ("Amendment No. 4"), made and entered this 8 day of OCTOBER 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST YOST & ASSOCIATES, INC., a California corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into Task Order No. 49 on September 1, 2020, Amendment No. 1 to Task Order No. 49 on April 12, 2021, Amendment No. 2 to Task Order No. 49 on October 12, 2021, and Amendment No. 3 to Task Order No. 49 on August 18, 2022 (collectively the "Agreement"), attached hereto as Exhibits 1, 1A, 1B and 1C, respectively, and made a part hereof; and

2. WHEREAS, on August 7, 2024, Council approved Resolution No. 2024-128 which authorized Amendment No. 4 to extend the term of the Agreement to June 30, 2026, and increase fees by $387,400; and

3. WHEREAS, there was a minor error in the August 7, 2024 version that did not reflect the additional fees and new not-to-exceed amount; and

4. WHEREAS, CITY now requests to repeal Resolution No. 2024-128 and the previously approved Amendment No. 4, and to adopt this version showing an increase of the total not-to-exceed amount from $716,500 to $1,103,900 over the term of the Agreement; and

5. WHEREAS, CITY and CONTRACTOR agree to said amendment and updated fee amount.

NOW, THEREFORE, the parties agree to repeal and replace the prior version of Amendment No. 4 approved on August 7, 2024, and to now 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

By: _____
SCOTT R. CARNEY
City Manager

WEST YOST & ASSOCIATES, INC., a California

By: _____
JEFFREY PELZ
Vice President

Attest:

_____
OLIVIA NASHED
City Clerk

Approved as to Form:

_____
KATIE O. LUCCHESI
City Attorney

Exhibit 1

Task Order 49

City of Lodi

Regulatory Services for FY 20/21 and FY 21/22

West Yost Job Number 213-50-20-45

In accordance with the Task Order Agreement between City of Lodi (Client) and West Yost Associates, Inc. (Consultant), dated January 13, 1999, Consultant is authorized to complete the work scope defined in this Task Order according to the schedule and budget defined herein.

WORK SCOPE

The purpose of this project is to provide engineering services, and related assistance, to the Client in meeting permitting requirements for the White Slough Water Pollution Control Facility. The scope of the services covers most of the regulatory-related support efforts that are anticipated to be necessary during Fiscal Year 2020/2021 (FY 20/21) and Fiscal Year 2021/2022 (FY 21/22). The specific details for the work scope are provided in the attached letter proposal to Mr. Lance Roberts dated May 26, 2020, Attachment A.

BUDGET

The costs for Consultant's services as defined herein shall not exceed $193,700.

COMPENSATION

Compensation shall be in accordance with the provisions of the Task Order Agreement between Client and Consultant and the billing rate schedule as shown in Attachment A.

The compensation limit for services performed under this task order shall not exceed $193,700. If additional funds are required to complete the services defined herein beyond this limit, Consultant shall notify Client in writing prior to reaching the authorized limit and will not proceed with work in excess of the limit without the prior written approval of Client.

SCHEDULE

The proposed scope of services will cover the period beginning July 1, 2020 and ending June 30, 2022. Project work will begin with notice to proceed from the Client.

WEST YOST ASSOCIATES, INC.	CITY OF LODI
Signature	Steve Schwabauer Signature
Jeffrey D. Pelz Printed Name	Stephen Schwabauer Printed Name
Vice President Title	City Manager Title
8/12/20 Date	September 1, 2020 Date

Approved as to Form:
Janice D. Magdich
JANICE D. MAGDICH
City Attorney

Attachment A

May 26, 2020

SENT VIA: EMAIL

Mr. Lance Roberts
Utilities Manager
City of Lodi
Public Works Department
221 West Pine Street
Lodi, CA 95240

SUBJECT: Proposal for Engineering Services –
WPCF Regulatory Services for FY 20/21 and FY 21/22

Dear Mr. Roberts:

West Yost Associates (West Yost) appreciates the opportunity to present to you this letter proposal for ongoing engineering services related to assisting the City of Lodi (City) in meeting permitting requirements for the City's White Slough Water Pollution Control Facility (WPCF). The scope of work described in this letter proposal is intended to cover regulatory related support efforts anticipated to be needed during Fiscal Year 2020/2021 (FY 20/21) and Fiscal Year 2021/2022 (FY 21/22) under the following discharge permits issued by the Central Valley Regional Water Quality Control Board (Regional Board):

- *General Permit for Municipal Wastewater Dischargers that Meet Objectives/Criteria at the Point of Discharge to Surface Water* (General Permit) and the site-specific Notice of Applicability (NOA) R5-2017-0085-003 for coverage under the General Permit
- Waste Discharge Requirements (WDRs), Order No. R5-2007-0113-01
- NOA WQ-2016-0068-DDW-R5007 (Recycled Water NOA) for coverage under the State Water Resources Control Board's (State Water Board's) *Order WQ 2016-0068-DDW Waste Reclamation Requirements for Recycled Water Use* (General WRRs)

As with our previous regulatory support services contracts with the City, West Yost will rely on the support from Somach Simmons and Dunn (SSD), an environmental law firm that specializes in serving California permittees on discharge permit issues, should the need arise.

In previous contracts for regulatory services, West Yost has not included support related to temperature or toxicity studies that may be required. The City has instead separately contracted with Robertson Bryan, Inc. to support temperature and toxicity studies. The City has not had recent toxicity issues under the NOA, but ongoing toxicity support may be needed during term of the new contract. However, consistent with West Yost's current contract, West Yost assumes that the City will continue to contract separately with Robertson Bryan, Inc. for support related to toxicity or temperature study efforts and this proposal does not include significant support related to these efforts.

At the request of the City, the Scope of Work and Fee Estimate provided in this proposal have been divided into two phases, one for each of the fiscal years covered. It is understood that the City may authorize services for either both years together or for each year separately.

1001 Galaxy Way Suite 310 Concord, CA 94520 Phone 925 948 6880 Fax 925 948 5845 westyost.com

PROJECT UNDERSTANDING

The following topics are presented as background information pertaining to the proposed work and define the basic understanding affecting the level of effort:

- General Permit and NOA for surface water discharge
- WDRs for land application
- General WRRs and Recycled Water NOA
- Dredger Cut water rights reporting

General Permit and NOA for Surface Water Discharge

The General Permit and site-specific NOA, Order No. R5-2017-0085-003, apply to the City's discharge of disinfected tertiary effluent to Dredger Cut. The Regional Board adopted a revised General Permit in April 2020. Under our current contract with the City, West Yost has reviewed the revised General Permit and did not identify any significant changes that would impact WPCF activities.

The current NOA expires on March 31, 2021 and requires submittal of a Notice of Intent (NOI) by July 1, 2020. The Regional Board limited the term of the current NOA to two years to allow for supplemental data to be provided for a few monitoring analytes of concern: chronic toxicity, cyanide, lead, and selenium. Regional Board staff have indicated in recent discussions that it would be sufficient for the City to meet the NOI submittal requirement by submitting the previous NOI/Report of Waste Discharge developed in 2018 with a cover letter documenting analysis of the analytes of concern and attaching the required NOI form signed by the City.

West Yost is in the process of preparing the NOI documents under our current contract with the City. As part of that effort, we did not identify any compliance issues with the recent monitoring results for the analytes of concerns. Therefore, the NOI cover letter should include a request that the term of the NOA be extended for an additional three years to cover the full five-year term, and that no other changes to the NOA should be made.

The draft NOA is expected to be issued during FY 20/21. The scope of services described herein is based on assisting the City with reviewing the draft NOA and providing additional information that may be requested by Regional Board staff as they prepare the NOA and review the NOI materials.

WDRs for Land Application

The WDRs were adopted in 2013 and do not have an expiration date. The WDRs apply to the following WPCF operations:

- Storage and land application of undisinfected, secondary effluent on City-owned agricultural properties;
- Storage and land application of industrial process flows, which include seasonal food processing flows from Pacific Coast Producers, entering the WPCF via the indusial wastewater sewer system;

- Biosolids land application on City-owned agricultural properties; and,
- Supply of disinfected tertiary recycled water to the Northern California Power Agency and San Joaquin County Mosquito and Vector Control District.

The WDRs require the following routine monitoring reports with which West Yost has historically assisted with development or completed on the City's behalf:

- Quarterly groundwater contour maps that include calculation of groundwater elevations, an assessment of groundwater flow direction and gradient on the date of measurement, comparison of previous flow direction and gradient data, and discussion of seasonal trends, if any.
- Annual Monitoring Reports that provide an evaluation of the groundwater quality beneath the WPCF and land application area, determination of compliance with the groundwater limitations of the WDRs based on statistical analysis for each constituent monitored for each compliance well, and identification and assessment of potential groundwater limitation compliance strategies, as needed.
- Annual Cropping and Irrigation Reports that provide summaries of the monthly and annual hydraulic and nutrient loadings from recycled water and biosolids applications to the WPCF land application area for the prior year, an assessment of compliance with land application area loading limits and related requirements, discussion of any corrective actions taken or needed, and discussion of the cropping and irrigation plan for the coming year.
- Annual U.S. Environmental Protection Agency (USEPA) Biosolids Application Reports, which is an online form that document the City's biosolids production and reuse practices for the prior year.

This proposal assumes West Yost will continue to provide services related to the development of these reports.

In addition, West Yost has been assisting the City with coordinating with the farmers that manage the land application area by reviewing the monthly land management reports under the WDRs and participating in monthly meetings. Under previous contracts with the City, West Yost's involvement with the City's monthly land management meetings and reports was limited to review of the reports generated by the City and participation in one annual kickoff meeting at the beginning of each irrigation season. However, with recent turnover of City staff, West Yost has been requested to participate in the monthly meetings with the farmers that manage the City's properties. The need for West Yost's ongoing involvement with these reviews and meetings over the next two fiscal years is uncertain. Given this uncertainty, we are assuming for this proposal that ongoing assistance and participation will be necessary.

Finally, the City submitted a report in early 2020 detailing compliance with the Groundwater Limitations of the WDRs. This was the final compliance step in a six-year schedule that was developed to allow the City time to complete an evaluation of best practicable treatment or control (BPTC) measures for the land application area and implement additional BPTCs, as needed, to allow for compliance. The Groundwater Limitations Compliance Report documented and concluded that the City is in compliance with the groundwater limitations, with the exception of impacts that occurred due to past activities near the City's compliance well WSM-2. The report also documented that existing BPTCs implemented by the City are adequately protective of the groundwater underlying the WPCF and land application area.

Following their review of the documents provided, the Regional Board could reopen the WDRs to address the City's evaluation of compliance with groundwater limitations. The Regional Board could also issue a compliance order related to the ongoing impacts observed near WSM-2. Whether the Regional Board will reopen the WDRs or issues some other compliance order during the term of this proposal is unknown. Nevertheless, based on our understanding of the issues and current Regional Board obligations, we do not think these actions are likely. Therefore, this proposal does not include specific scope and budget to accommodate a review of revised WDRs. However, tasks are included for general regulatory program management and as-needed WPCF support services that could partially accommodate support needed if the Regional Board chooses to reopen the WDRs and/or issue some other compliance order related to the City's groundwater studies.

General WRRs and Recycled Water NOA

The City completed construction of a tertiary storage pond in late 2019, and storage of disinfected tertiary recycled water in the new storage pond is permitted under the General WRRs and the Recycled Water NOA. The Recycled Water NOA also permits a proposed recycled water Fill Station at the WPCF. The Recycled Water NOA was issued in December 2018 and does not have an expiration date. Renewal or revisions to the Recycled Water NOA and General WRRs are not anticipated to occur during FY 20/21 and 21/22.

The Recycled Water NOA has limited monitoring and reporting requirements related to the tertiary pond operations. West Yost assisted the City under the current contract in developing a template for the annual report that is required. It is anticipated that the City would need only very limited assistance, if any, with these ongoing requirements.

The monitoring and reporting requirements under the Recycled Water NOA would be increased if the City were to construct a Fill Station and implement an off-site recycled water use program. However, those actions are not anticipated to occur during the term of this project. The scope and fee estimate provided in this proposal therefore do not include support services related to the development of and/or permit compliance for an off-site recycled water use program.

Dredger Cut Water Rights Reporting

The City maintains a License Number for Diversion and Use of Water, Permit Number 7424/License Number 3906. This license allows for 5.84 cubic feet per second to be diverted each year from Dredger Cut for irrigation and stock-watering uses. The specified "Place of Use" under this permit is an approximately 400-acre portion of the City-owned agricultural fields that is comprised of Fields 5A through 5D and 6A through 6D.

The City submits annual Licensee Reports to the State Water Board to document diversions from Dredger Cut or other in-lieu water use on the Place of Use fields. These in-lieu uses have included irrigation with recycled water and groundwater. Since 2013, the City has relied on recycled water and groundwater for irrigation in lieu of diverting water from Dredger Cut.

A licensed water right can be revoked after a long enough period of non-use (typically at least five years). Under Water Code section 1010, the water user's licensed right is protected from revocation where water use reductions are due to the use of recycled water - but only to the extent of the recycled water use. Therefore, the City's continued reporting of in-lieu use is critical for protecting the City's right for diversions.

The volume of water applied to the designated Place of Use is typically only a portion of the City's total available under the diversion license. However, because the Place of Use only represents a portion of the total land application area, the City's overall irrigation water demands are much more significant than the reported in-lieu amounts. Moreover, the City's irrigation system is not configured to limit irrigation water applications to only the Place of Use. Therefore, even if a diversion were to occur, it would be difficult to limit irrigation to only this area. For these reasons, the City is recommended to seek a change in Place of Use so that the entire City-owned irrigation area is considered for in-lieu water use. The scope of services includes support related to this effort.

MAJOR ASSUMPTIONS

The City will be responsible for completing any sampling needed to achieve the objectives of the tasks outlined in the scope of services, and that the City will contract directly with a certified laboratory for completing any necessary analytical efforts. Under the Regulatory Program Management task described herein, West Yost will provide support for coordinating any necessary sampling and analysis efforts with other regulatory needs.

To ensure continued achievement of consistently high-quality work products, and in accordance with the West Yost Quality Assurance/Quality Control policy, a West Yost staff member at the Principal Engineer level or higher will review significant work products.

Significant CEQA work will not be required to support the Change Petition and significant protests will not be filed in response to the submitted Change Petition.

The State Water Board will approve the Change in Place of Use, and ongoing support to the City with respect to reporting recycled water applied to the existing Place of Use will not be required beyond FY 20/21.

SCOPE OF SERVICES

Phase 1

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 20/21. The following specific tasks are identified:

- Task 1.1 Project Management
- Task 1.2 Regulatory Program Management
- Task 1.3 Land Application Monitoring Coordination
- Task 1.4 Groundwater Reporting Support
- Task 1.5 NOA Adoption Support
- Task 1.6 Place of Use Change Petition Support
- Task 1.7 As-Needed WPCF Support Services

Task 1.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

Task 1.1 Deliverables: Monthly invoices and descriptions of services performed will be provided in PDF format.

Task 1.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 20/21. Assistance under this task may include, but is not limited to, the following services:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.
6. Supporting the City to respond to mercury monitoring and reporting requirements required as part of the Regional Board's mercury Total Maximum Daily Load effort.

7. Completing reviews of collected monitoring data to identify potential future regulatory concerns.
8. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
9. Attending and preparing for meetings to discuss the results of regulatory program management activities.
10. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
11. Providing minor support related to the following:
    - Title 22 Issues;
    - Toxicity Reduction Evaluation efforts being completed separately; or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 1.2 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff when services under this task are required.

Task 1.3 Land Application Monitoring Coordination

This task involves providing the following services:

- Review the 2020 land application monitoring data and development of the 2020 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2021.
- Prepare the online 2020 Annual Biosolids Application Report, which is due to the USEPA by February 19, 2021, and will need to be certified and submitted by City staff.
- Review of the monthly land application reports under the WDRs completed for the months of June 2020 through May 2021.
- Participation in an annual land management kickoff meeting in early 2021 to discuss planned annual operations and up to nine monthly meetings between July 2020 and June 2021 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.

Task 1.3 Deliverables: Draft and Final 2020 Annual Land Management Reports and Draft 2020 Annual Biosolids Application Report. All documents will be provided in an electronic PDF format.

Draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.

Task 1.4 Groundwater Reporting Support:

West Yost's efforts during FY 20/21 will include support with developing the Quarterly Groundwater Monitoring Reports for Third Quarter 2020 through Second Quarter 2021 and the 2020 Annual Groundwater Monitoring Report.

For the Quarterly Groundwater Monitoring Reports, West Yost will develop quarterly groundwater elevation contour maps using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions. It is assumed the City will incorporate this information in the Quarterly Monitoring Reports submitted to the Regional Board.

For the 2020 Annual Groundwater Monitoring Report, West Yost will prepare statistical analyses of 2020 groundwater quality data and the 2020 Annual Background Groundwater Quality Evaluation, like previous years. The information will be included in a Groundwater Evaluation Report that is intended to be attached to the Annual Groundwater Monitoring Report developed by the City. To the extent necessary, these reports will document compliance actions taken or corrective actions recommended with respect to groundwater limitation compliance.

Task 1.4 Deliverables: Four figures depicting the contour information to be included in the Quarterly Groundwater Monitoring Reports for Third Quarter 2020 through Second Quarter 2021. Four emails provided quarterly along with the contour maps, discussing seasonal trends and comparison to previous groundwater flow directions.

Groundwater Evaluation Report summarizing the statistical analyses and compliance/corrective actions to be included as attachments to the 2020 Annual Groundwater Monitoring Report prepared by City staff.

The maps and Groundwater Evaluation Report will be provided in an electronic PDF format.

Task 1.5 NOA Adoption Support

West Yost will review the Draft NOA for errors or concerns relative to the City's current permit and other recent, similar permits issued by the Regional Board. West Yost will prepare a list of suggested comments for City consideration and participate in a conference call with City staff to discuss the suggested comments. Following this discussion, West Yost will prepare a draft comment document for City staff review. Following this review, West Yost will prepare a final comment document for City submission to the Regional Board. It is assumed that comments on the Draft NOA, if any, will be minor and can be addressed in a letter from the City to the Regional Board.

West Yost will also participate in discussions with Regional Board staff, as needed, to discuss the NOI submission and/or City comments. It is difficult to predict the level of effort that will be needed to respond to Regional Board requests and review and respond to the draft permit, so the scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time-and-materials basis, and monthly invoices will detail

the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be warranted in the future. Conversely, if the estimated fee is not expended in the timeframe anticipated for this scope of work, it may be directed toward the completion of other efforts.

Task 1.5 Deliverables: One (1) electronic copy (in PDF format) of the list of suggested comments on the Draft NOA; One (1) electronic copy (in PDF format) of the draft NOA comment document; One (1) electronic copy (in MS Word format) of the NOA comment document to be printed on City letterhead and submitted to the Regional Board.

Task 1.6 Place of Use Change Petition Support

This task involves preparing a Place of Use Change Petition for State Water Board review. The purpose of the petition will be to request an expansion of the City's Place of Use for water diverted from Dredger Cut under the existing License for Diversion. This documentation includes a completed Change Petition and Environmental Information forms and a cover letter. Support from our legal subconsultant SSD will also be needed for this task, and budget for SSD has been included for these efforts.

Two conference calls with West Yost, SSD, and City staff are also included in this task. One call would precede the other work on this task and be focused on discussing the strategy and overall approach/timeline. The second call would be following submittal of draft Place of Use Change Petition to the City to discuss City comments before finalizing.

One meeting with West Yost, City, SSD and State Water Board staff is also assumed following submission of the Place of Use Change Petition.

Task 1.6 Deliverables: Draft and Final Change Petition and Environmental Information forms in electronic PDF format and draft Cover Letter in MS Word format for City finalization.

Task 1.7 As-Needed WPCF Support Services

The City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 1.7 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff if and when services under this task are required.

Phase 2

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 21/22. The following specific tasks are identified:

- Task 2.1 Project Management
- Task 2.2 Regulatory Program Management
- Task 2.3 Land Application Monitoring Coordination
- Task 2.4 Groundwater Reporting Support
- Task 2.7 As-Needed WPCF Support Services

Tasks for NOA Adoption Support and Place of Use Change Petition Support are not expected to be needed for Phase 2, as they will be completed as part of the Phase 1 efforts.

Task 2.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be included with monthly invoices.

Task 2.1 Deliverables: Monthly invoices and descriptions of services performed will be provided in PDF format.

Task 2.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 21/22. Assistance under this task may include, but is not limited to, the following items:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.
6. Supporting the City to respond to mercury monitoring and reporting requirements required as part of the Regional Board's mercury Total Maximum Daily Load effort.
7. Completing reviews of collected monitoring data to identify potential future regulatory concerns.

8. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
9. Attending and preparing for meetings to discuss the results of regulatory program management activities
10. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
11. Providing minor support related to the following:
    - Title 22 Issues,
    - Toxicity Reduction Evaluation efforts being completed separately, or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 2.2 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff when services under this task are required.

Task 2.3 Land Application Monitoring Coordination

This task involves providing the following items:

- Review the 2021 land application monitoring data and development of the 2021 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2022.
- Prepare the online 2021 Annual Biosolids Application Report, which is due to the USEPA by February 19, 2022, and will need to be certified and submitted by City staff.
- Review of the monthly land application reports under the WDRs completed for the months of June 2021 through May 2022.
- Participation in an annual land management kickoff meeting in early 2022 to discuss planned annual operations and up to nine monthly meetings between July 2021 and June 2022 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.

Task 2.3 Deliverables: Draft and Final 2021 Annual Land Management Reports and Draft 2021 Annual Biosolids Application Report. All documents will be provided in an electronic PDF format.

Draft agendas and related handouts for the farmer coordination meetings with sufficient hardcopies brought to each meeting for all anticipated participants

Task 2.4 Groundwater Reporting Support

West Yost's efforts during FY 21/22 will include support with developing the Quarterly Groundwater Monitoring Reports for Third Quarter 2021 through Second Quarter 2022 and the 2021 Annual Groundwater Monitoring Report.

For the Quarterly Groundwater Monitoring Reports, West Yost will develop quarterly groundwater elevation contour maps using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions. It is assumed the City will incorporate this information in the Quarterly Monitoring Reports submitted to the Regional Board.

For the 2021 Annual Groundwater Monitoring Report, West Yost will prepare statistical analyses of 2021 groundwater quality data and the 2021 Annual Background Groundwater Quality Evaluation, like previous years. The information will be included in a report that is intended to be attached to the Annual Groundwater Monitoring Report developed by the City. To the extent necessary, these reports will document compliance actions taken or corrective actions recommended with respect to groundwater limitation compliance.

Task 2.4 Deliverables: Four figures depicting the contour information to be included in the Quarterly Groundwater Monitoring Reports for Third Quarter 2021 through Second Quarter 2022. Four sheets provided quarterly along with the contour maps, discussing seasonal trends and comparison to previous groundwater flow directions.

Groundwater Evaluation Report summarizing the statistical analyses and compliance corrective actions to be included as attachments to the 2021 Annual Groundwater Monitoring Report prepared by City staff.

The maps and Groundwater Evaluation Report will be provided in an electronic PDF format.

Task 2.7 As-Needed WPCF Support Services

The City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been requested by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 2.7 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff if and when services under this task are required.

ESTIMATED FEE

The estimated total fee for the scope of work described above is provided in Table 1, including subtotals for each of the two phases and estimated fees by task. West Yost will perform all work on an hourly basis at standard company charge rates and will not exceed the estimated cost without written authorization. Attachment A provides West Yost's 2020 charge rate schedule.

If additional budget is required to complete work identified herein, West Yost will request City authorization prior to exceeding the budget.

Table 1. Estimated Fee for FY 20/21 and FY 21/22 Regulatory Support, dollars

	[illegible]	[illegible]	[illegible]
Phase 1			
Task 1.1 Project Management	3,600	-	3,600
Task 1.2 Regulatory Program Management	12,500	2,500	15,000
Task 1.3 Land Application Monitoring Coordination	33,400	-	33,400
Task 1.4 Groundwater Reporting Support	15,300	-	15,300
Task 1.5 NOA Adoption Support	9,400	-	9,400
Task 1.6 Water Rights Reporting Support	15,400	6,500	21,900
Task 1.7 As-Needed WPCF Support Services	12,500	-	12,500
Subtotal for Phase 1 Tasks	$102,200	$9,000	$111,300
Phase 2			
Task 2.1 Project Management	3,900	-	3,900
Task 2.2 Regulatory Program Management	12,900	2,500	15,400
Task 2.3 Land Application Monitoring Coordination	34,400	-	34,400
Task 2.4 Groundwater Reporting Support	15,800	-	15,800
Task 2.7 As-Needed WPCF Support Services	12,900	-	12,900
Subtotal for Phase 2 Tasks	$79,900	$2,500	$82,400
Total for Phases 1 and 2	$182,200	$11,500	$193,700

SCHEDULE

The time period for this project is defined as July 1, 2020, through June 30, 2021, for Phase 1 and July 1, 2021, through June 30, 2022, for Phase 2. Work will begin upon notice to proceed from the City. Phase 1 will be completed by June 30, 2021, and Phase 2 will be completed by June 30, 2022. All work will be performed in a timely manner in accordance with the City's permit requirements. Each major deliverable will be prepared on a schedule that provides City staff with at least two weeks for review and comment.

West Yost appreciates the opportunity to provide additional permitting services to the City. Please contact Kathryn Gies or Charles Hardy if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES

Kathryn E. Gies, PE,
RCE #65022
Engineering Manager

cc: Charles Hardy
West Yost Associates

Attachment A: West Yost Associates 2020 Billing Rate Schedule

ATTACHMENT A

West Yost Associates 2020 Billing Rate Schedule

2020 Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2020) *

POSITION	LABOR CHARGE (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	$298
Engineering/Scientist/Geologist Manager I / II	$283 / $286
Principal Engineer/Scientist/Geologist I / II	$257 / $272
Senior Engineer/Scientist/Geologist I / II	$230 / $241
Associate Engineer/Scientist/Geologist I / II	$186 / $212
Engineer/Scientist/Geologist I / II	$169 / $186
Engineering Aide	$92
Administrative I / II / III / IV	$81 / $102 / $123 / $136
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$281 / $294
Principal Tech Specialist I / II	$268 / $278
Senior Tech Specialist I / II	$245 / $255
Senior GIS Analyst	$224
GIS Analyst	$211
Technical Specialist I / II / III / IV	$158 / $178 / $200 / $223
Cross Connection Specialist I / II / III / IV	$117 / $127 / $143 / $159
CAD Manager	$178
CAD Designer I / II	$138 / $165
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$269
Construction Manager I / II / III / IV	$174 / $185 / $198 / $251
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$152 / $169 / $189 / $196
Apprentice Inspector	$138
CM Administrative I / II	$74 / $99
Field Services	$196

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

WEST YOST ASSOCIATES

2020 Billing Rate Schedule (continued)

(Effective January 1, 2020 through December 31, 2020) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	$60/day
Hydrant Pressure Gauge	$10/day
Hydrant Pressure Recorder, Standard	$40/day
Hydrant Pressure Recorder, Impulse (Transient)	$55/day
Trimble GPS – Geo 7x	$220/day
Vehicle	$10/hour
Water Flow Probe Meter	$20/day
Water Quality Multimeter	$186/day
Well Sounder	$30/day

Signature: Janice L. Magdich

Email: jmagdich@lodi.gov

Signature:

Email: sschwabauer@lodi.gov

Exhibit 2

WEST YOST
Water. Engineered.

1001 Galaxy Way
Suite 310
Concord CA 94520

925.949.5800 phone
530.756.5991 fax
westyost.com

December 23, 2020

SENT VIA: EMAIL

Mr. Lance Roberts
Utilities Manager
City of Lodi
1331 South Ham Lane
Lodi, CA 95240

SUBJECT: **Budget Augmentation Request for WPCF Regulatory Services for FY 20/21 and FY 21/22**

Dear Mr. Roberts:

West Yost has been providing regulatory and planning support services to the City of Lodi (City) for the Water Pollution Control Facility (WPCF) under the Regulatory Services for Fiscal Year (FY) 20/21 and FY 21/22 (the "Project") since July 2020. The purpose of this letter is to request an amendment to the Scope of Services and budget for this Project.

Specifically, the City recently received two detailed Requests for Information (RFIs) from two regulatory agencies that require extensive responses. West Yost has also recently identified changes that are needed to some of the City's previously submitted reports and to the Excel spreadsheets used by the City to develop routine monitoring reports. The requested amendment addresses these additional services.

Included in this letter are a summary of West Yost's current scope of services; background information on the additional services needed; the scope of services for the additional efforts and a requested budget augmentation.

CONTRACTED SCOPE OF SERVICES

The Scope of Services for the Project includes several tasks, split into two phases. Phase 1 Scope of Services was envisioned to cover tasks required within the first FY (i.e. FY 2020/2021) and Phase 2 within the second FY (i.e. FY 2020/2021). FY 20/21 runs through June 2021, so the Project is currently within Phase 1.

Phase 1 Scope of Services includes the following tasks:

- Task 1.1 Project Management
- Task 1.2 Regulatory Program Management
- Task 1.3 Land Application Monitoring Coordination
- Task 1.4 Groundwater Reporting Support
- Task 1.5 NOA Adoption Support

- Task 1.6 Place of Use Change Petition Support
- Task 1.7 As-Needed WPCF Support Services

The efforts described herein would be covered under Task 1.2, which is described as follows:

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 20/21. Assistance under this task may include, but is not limited to, the following services:

- Providing assistance to the City, as needed, for developing responses to Regional Board [Central Valley Regional Water Quality Control Board] requests.
- Helping the City to develop monitoring programs, as appropriate.
- Maintaining a database of regularly collected monitoring data.
- Assistance with developing or reviewing monitoring reports required under the City's permitting program.
- Assistance with responding to Notices of Violation or other potential compliance notifications.
- Supporting the City to respond to mercury monitoring and reporting requirements required as part of the Regional Board's mercury Total Maximum Daily Load effort.
- Completing reviews of collected monitoring data to identify potential future regulatory concerns.
- Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
- Attending and preparing for meetings to discuss the results of regulatory program management activities.
- Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
- Providing minor support related to the following:
  - Title 22 issues;
  - Toxicity Reduction Evaluation efforts being completed separately; or
  - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts. The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

As noted, however, assistance with as-needed support under Task 1.2 is limited to the budget identified for the task. The additional services needed to respond to the two RFIs, revise the previously submitted reports, and update the Excel spreadsheets used by the City to develop routine monitoring reports exceeds the available budget for this task.

BACKGROUND

Regional Board RFI

The land application practices activities associated with the WPCF are permitted by the Regional Board under *Waste Discharge Requirements and Master Reclamation Permit* Order No. R5-2007-0113-01 (WDRs). The WDRs require submission of monthly, quarterly and annual Self-Monitoring Reports (SMRs) to the Regional Board.

On October 13, 2020, Regional Board staff submitted comments and questions to the City on the City's April 2019 SMR; and on October 27, 2020, the Regional Board submitted an additional set of questions along with a table listing missing data for monthly and quarterly SMRs from the period of April 2019 through August 2020.

USEPA RFI

The United States Environmental Protection Agency (USEPA) also has jurisdiction over the WPCF biosolids operations in accordance with Section 40, Part 503 of the Code of Federal Regulations (40 CFR 503). The City submits annual reports to the USEPA to describe the City's compliance with the requirements 40 CFR 503.

The City received an RFI letter dated September 8, 2020, from the USEPA Region 7 seeking information regarding the City's compliance with requirements of 40 CFR 503, specifically for biosolids generated at the WPCF in 2019 and 2020. Six categories of information were requested, with sixteen different items required for each year.

Although much of the information needed for the USEPA response would be developed under the City's Annual Biosolids Reports, the City and West Yost have decided to also evaluate alternative reporting strategies to more accurately reflect current operations and practices as part of this effort. These strategies include:

- Evaluating nitrogen loadings on a seasonal basis (September through August of the next year) rather than the annual basis. Evaluating nitrogen loads on a seasonal basis is more consistent with the farming operations at the WPCF.
- Evaluating the potential for additional denitrification (nitrogen removal) in the soils receiving irrigation water containing cannery process water. The WPCF receives cannery process water during the Summer and early Fall, and the carbon to nitrogen ratio of this water can be relatively high during the peak canning season and encourage growth of denitrifying microbes in the soil. If denitrification is occurring, the applied nitrogen loadings may not be fully available to the crops being grown, and additional nitrogen would be needed for crop health.

Revised Reports

In reviewing the City's SMRs as part of preparing the RFI response, it became apparent that the City's recent quarterly SMRs have not included details on the well sampling practices, the log reports of sampling, and the historic groundwater data summaries, which the WDRs require as part of the quarterly SMRs. Therefore, the City will need to submit revised quarterly SMRs for Fourth Quarter 2019, First Quarter 2020 and Second Quarter 2020.

The Regional Board RFI also revealed that the City's monthly April 2020 SMR submittal was did not include several items required by the WDRs, such as hydraulic and nitrogen loading sheets and field observation sheets. Because so much information was missing from this SMR, West Yost recommends that the City submit a complete, revised April 2020 SMR.

Finally, although not reviewed by the Regional Board, the City will need to resubmit the May through October 2020 SMRs to address similar data issues that were identified by the Regional Board with the April 2019 through August 2020 reports.

Reporting Spreadsheet Updates

Updates to the Excel spreadsheets used for routine monthly, quarterly and annual reporting are needed for the following reasons:

- In preparing the responses to the Regional Board RFIs, we identified some minor improvements that will assist the Regional Board with future review.
- The spreadsheets need to be updated to provide the ability to consider seasonal nitrogen loadings and denitrification impacts that were discussed previously
- The City recently requested that the Regional Board allow for some minor agricultural field consolidations with respect to reporting of irrigation water loadings, and changes to the spreadsheets are needed to reflect these consolidations.
- The City installed a new irrigation flow meter in May 2020 that includes measurement of both treated WPCF effluent from the storage ponds and industrial influent, whereas the previous flow meter did not include the industrial influent flows. The current spreadsheet allows for reporting both ways, which can create confusion. A small adjustment to the spreadsheets will prevent future confusion related to this flow meter change.

West Yost recommends that updated spreadsheets be developed through 2026. While the level of effort needed to provide spreadsheets for subsequent years is minor, we recommend that the City revisit the need for these spreadsheets at a later date, as additional updates may be identified over time.

Once new spreadsheets are developed, they need to be uploaded on the City's server and linked to the City's files. Like past spreadsheet uploads, a West Yost staff member would travel to the WPCF to place the new files on the server and set up the links.

ADDITIONAL SCOPE OF SERVICES

Regional Board RFI Response

The following services are required to assist the City in responding to the Regional Board RFI:

- Review the Regional Board comments relative to data and files available in West Yost files.
- Coordinate with City staff to provide additional data and information to adequately respond to the Regional Board questions.
- Review City analytical laboratory reports and operational log sheets to confirm various missing data items and apparent data concerns, such as reported elevated tertiary effluent turbidity values.
- Communicate with City staff to troubleshoot complicated data questions, including issues related to the City's Supervisory Control and Data Acquisition (SCADA) system.
- Preparation of a draft and final Technical Memorandum (TM) that presents the City's response to the Regional Board staff's comments, with multiple attachments providing backup data and information.
- Prepare a draft cover letter for City staff to finalize to accompany the TM when submitted to the Regional Board.
- Participate in a conference call with Regional Board and City staff following submittal of the final TM to the Regional Board.

Task 1 Deliverables

- West Yost will provide a draft and final TM providing an RFI response to the Regional Board in Electronic (PDF) format.
- West Yost will prepare a cover letter for the City to finalize to accompany the TM.

USEPA RFI Response

The following services are required to assist the City in responding to Regional Board RFI:

- Coordinate with City staff to provide additional data and information to adequately respond to the USEPA request;
- Coordinate with City staff to document volatile solids reduction data to address USEPA vector attraction reduction requirements;
- Modify the City's 2019 and 2020 nitrogen loading spreadsheets to report on a seasonal rather than annual basis and consider denitrification in the soil when cannery process water is applied during peak canning season;
- Prepare a draft and final Technical Memorandum (TM) that presents the City's response to the USEPA RFI, with multiple attachments providing backup data and information; and
- Prepare a draft cover letter for City staff to finalize to accompany the TM when submitted to the USEPA.

- Participate in a conference call with USEPA and City staff following submittal of the final TM to the USEPA.

Deliverables for USEPA RFI Response

- West Yost will provide a draft and final TM providing an RFI response to the Regional Board in electronic (PDF) format.
- West Yost will prepare a draft cover letter for the City to finalize to accompany the TM.

Revised Reports

West Yost will work the City to develop the following revised reports:

- April 2020 SMR that includes all the required monitoring data
- Quarterly SMRs for Fourth Quarter 2019, First Quarter 2020 and Second Quarter 2020 that include details on the well sampling practices, the log reports of sampling, and the historic groundwater data summaries, as well as the other items that were included in the original quarterly SMRs.

West Yost will prepare draft cover letters to accompany the submittal of the revised reports.

Deliverables for Revised Reports

- West Yost will provide Revised SMRs for April 2020, Fourth Quarter 2019, First Quarter 2020 and Second Quarter 2020 in electronic (PDF) format and draft City cover letters in electronic (MS Word) format.

Reporting Spreadsheet Updates

West Yost will develop the following updates to the City's 2021 land management spreadsheets:

- Add maximum and minimum values to all columns of the main land management report.
- Create a new spreadsheet that calculates nitrogen loading on a seasonal basis.
- Include analysis of denitrification impacts in the annual and seasonal nitrogen loading spreadsheets.
- Allow for adjustments to the irrigation efficiency to reflect current system losses and allow for quick adjustment after the City has completed planned improvements to the irrigation system.
- Revise reporting of industrial influent flows in accordance with City's new irrigation meter.
- Create a new spreadsheet that converts City HACH-WIMS output to numeric values.
- Update the crop listings in the report footers and provide instructions on regular updates.
- Update cumulative metals loading data to provide the City with accurate records dating back to January 2000 when sampling began.

West Yost will prepare copies of updated spreadsheets for 2021 and upload it to the City's server. The new spreadsheet will be used through the 2021 irrigation season to confirm that additional edits are not required. At the end of the 2021 irrigation season, the City will upload spreadsheets for 2022 through

2026. The final product of this effort would be a copy of the spreadsheets uploaded, linked and tested on the City's server by West Yost.

Deliverables for USEPA RFI Response

- West Yost will provide revised monthly, quarterly and annual land management reporting spreadsheets in Excel format for 2021 through 2026, uploaded and linked on the City's server

BUDGET AUGMENTATION REQUEST

The proposed additional budget for the additional services required under Task 1.2 is presented in Table 1. West Yost will perform the Scope of Services on a time-and-expenses basis, based on the hours indicated and West Yost's contracted rates. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Proposed Budget Augmentation for Task 1.2

Task	Level of Effort (hours)	Estimated Budget ($)
Regional Board RFI Response	66	19,600
USEPA RFI Response	72	20,700
Revised Reports	12	1,800
Reporting Spreadsheet Updates	80	20,000
Total	230	$62,100

With this adjustment, the total Contract amount would increase from $193,700 to $255,800.

We appreciate your time in reviewing the requested modifications. Please do not hesitate to let me know if you would like to discuss the information in more detail. Thank you for your consideration in this matter.

Sincerely,

WEST YOST

Charles Hardy, PE
Senior Engineer
RCE#71015

Kathryn E. Gies, PE
Engineering Manager
RCE #65022

EXHIBIT 1C

AMENDMENT NO. 3

WEST YOST & ASSOCIATES, INC.
TASK ORDER NO. 49

THIS AMENDMENT, made and entered this 18th day of August, 2022, by and between the **CITY OF LODI, a municipal** corporation (hereinafter "CITY"), and **WEST YOST & ASSOCIATES, INC., a California corporation (hereinafter called "CONTRACTOR").**

WITNESSETH:

1. **WHEREAS, CONTRACTOR and CITY entered into Task Order No. 49 on September 1, 2020, Amendment No. 1 on April 12, 2021, and Amendment No. 2 on October 12, 2021, (collectively the "Agreement"), attached hereto as Exhibits 1, 1A, and 1B, respectively, and made a part hereof; and**

2. **WHEREAS, CITY requested to extend the term of the Agreement to June 30, 2024; and**

3. **WHEREAS, CITY requested to increase the fees by $413,100, for a total not to exceed amount of $716,500; and**

4. **WHEREAS, CITY requested to amend the existing scope of services to include additional state permit requirements, as set forth in Exhibit 2, attached hereto and made a part of; and**

5. **WHEREAS, CONTRACTOR agrees to said amendments; and**

NOW, THEREFORE, the parties agree to extend the term of the Agreement to June 30, 2024, increase the not to exceed amount of the Agreement, and expand the scope of services 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

Herein above called "CITY"

By: STEPHEN SCHWABAUER
City Manager

WEST YOST & ASSOCIATES, INC., a California corporation

Hereinabove called "CONTRACTOR"

By: JEFFREY PEREZ
Vice President

Attest:

Pamela M. Farris
OLIVIA NASHED
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

Exhibit 2

WEST YOST
Water. Engineered.

1001 Galaxy Way
Suite 310
Concord CA 94520

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December 23, 2020

SENT VIA: EMAIL

Mr. Lance Roberts
Utilities Manager
City of Lodi
1331 South Ham Lane
Lodi, CA 95240

SUBJECT: **Budget Augmentation Request for WPCF Regulatory Services for FY 20/21 and FY 21/22**

Dear Mr. Roberts:

West Yost has been providing regulatory and planning support services to the City of Lodi (City) for the Water Pollution Control Facility (WPCF) under the Regulatory Services for Fiscal Year (FY) 20/21 and FY 21/22 (the "Project") since July 2020. The purpose of this letter is to request an amendment to the Scope of Services and budget for this Project.

Specifically, the City recently received two detailed Requests for Information (RFIs) from two regulatory agencies that require extensive responses. West Yost has also recently identified changes that are needed to some of the City's previously submitted reports and to the Excel spreadsheets used by the City to develop routine monitoring reports. The requested amendment addresses these additional services.

Included in this letter are a summary of West Yost's current scope of services; background information on the additional services needed; the scope of services for the additional efforts and a requested budget augmentation.

CONTRACTED SCOPE OF SERVICES

The Scope of Services for the Project includes several tasks, split into two phases. Phase 1 Scope of Services was envisioned to cover tasks required within the first FY (i.e. FY 2020/2021) and Phase 2 within the second FY (i.e. FY 2020/2021). FY 20/21 runs through June 2021, so the Project is currently within Phase 1.

Phase 1 Scope of Services includes the following tasks:

- Task 1.1 Project Management
- Task 1.2 Regulatory Program Management
- Task 1.3 Land Application Monitoring Coordination
- Task 1.4 Groundwater Reporting Support
- Task 1.5 NOA Adoption Support

As noted, however, assistance with as-needed support under Task 1.2 is limited to the budget identified for the task. The additional services needed to respond to the two RFIs, revise the previously submitted reports, and update the Excel spreadsheets used by the City to develop routine monitoring reports exceeds the available budget for this task.

BACKGROUND

Regional Board RFI

The land application practices activities associated with the WPCF are permitted by the Regional Board under *Waste Discharge Requirements and Master Reclamation Permit* Order No. R5-2007-0113-01 (WDRs). The WDRs require submission of monthly, quarterly and annual Self-Monitoring Reports (SMRs) to the Regional Board.

On October 13, 2020, Regional Board staff submitted comments and questions to the City on the City's April 2019 SMR; and on October 27, 2020, the Regional Board submitted an additional set of questions along with a table listing missing data for monthly and quarterly SMRs from the period of April 2019 through August 2020.

USEPA RFI

The United States Environmental Protection Agency (USEPA) also has jurisdiction over the WPCF biosolids operations in accordance with Section 40, Part 503 of the Code of Federal Regulations (40 CFR 503). The City submits annual reports to the USEPA to describe the City's compliance with the requirements 40 CFR 503.

The City received an RFI letter dated September 8, 2020, from the USEPA Region 7 seeking information regarding the City's compliance with requirements of 40 CFR 503, specifically for biosolids generated at the WPCF in 2019 and 2020. Six categories of information were requested, with sixteen different items required for each year.

Although much of the information needed for the USEPA response would be developed under the City's Annual Biosolids Reports, the City and West Yost have decided to also evaluate alternative reporting strategies to more accurately reflect current operations and practices as part of this effort. These strategies include:

- Evaluating nitrogen loadings on a seasonal basis (September through August of the next year) rather than the annual basis. Evaluating nitrogen loads on a seasonal basis is more consistent with the farming operations at the WPCF.
- Evaluating the potential for additional denitrification (nitrogen removal) in the soils receiving irrigation water containing cannery process water. The WPCF receives cannery process water during the Summer and early Fall, and the carbon to nitrogen ratio of this water can be relatively high during the peak canning season and encourage growth of denitrifying microbes in the soil. If denitrification is occurring, the applied nitrogen loadings may not be fully available to the crops being grown, and additional nitrogen would be needed for crop health.

ADDITIONAL SCOPE OF SERVICES

Regional Board RFI Response

The following services are required to assist the City in responding to the Regional Board RFI:

- Review the Regional Board comments relative to data and files available in West Yost files.
- Coordinate with City staff to provide additional data and information to adequately respond to the Regional Board questions.
- Review City analytical laboratory reports and operational log sheets to confirm various missing data items and apparent data concerns, such as reported elevated tertiary effluent turbidity values.
- Communicate with City staff to troubleshoot complicated data questions, including issues related to the City's Supervisory Control and Data Acquisition (SCADA) system.
- Preparation of a draft and final Technical Memorandum (TM) that presents the City's response to the Regional Board staff's comments, with multiple attachments providing backup data and information.
- Prepare a draft cover letter for City staff to finalize to accompany the TM when submitted to the Regional Board.
- Participate in a conference call with Regional Board and City staff following submittal of the final TM to the Regional Board.

Task 1 Deliverables

- West Yost will provide a draft and final TM providing an RFI response to the Regional Board in Electronic (PDF) format.
- West Yost will prepare a cover letter for the City to finalize to accompany the TM.

USEPA RFI Response

The following services are required to assist the City in responding to Regional Board RFI:

- Coordinate with City staff to provide additional data and information to adequately respond to the USEPA request;
- Coordinate with City staff to document volatile solids reduction data to address USEPA vector attraction reduction requirements;
- Modify the City's 2019 and 2020 nitrogen loading spreadsheets to report on a seasonal rather than annual basis and consider denitrification in the soil when cannery process water is applied during peak canning season;
- Prepare a draft and final Technical Memorandum (TM) that presents the City's response to the USEPA RFI, with multiple attachments providing backup data and information; and
- Prepare a draft cover letter for City staff to finalize to accompany the TM when submitted to the USEPA.

2026. The final product of this effort would be a copy of the spreadsheets uploaded, linked and tested on the City's server by West Yost.

Deliverables for USEPA RFI Response

- West Yost will provide revised monthly, quarterly and annual land management reporting spreadsheets in Excel format for 2021 through 2026, uploaded and linked on the City's server

BUDGET AUGMENTATION REQUEST

The proposed additional budget for the additional services required under Task 1.2 is presented in Table 1. West Yost will perform the Scope of Services on a time-and-expenses basis, based on the hours indicated and West Yost's contracted rates. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Proposed Budget Augmentation for Task 1.2

Regional Board RFI Response	66	19,600
USEPA RFI Response	72	20,700
Revised Reports	12	1,800
Reporting Spreadsheet Updates	80	20,000
Total	230	$62,100

With this adjustment, the total Contract amount would increase from $193,700 to $255,800.

We appreciate your time in reviewing the requested modifications. Please do not hesitate to let me know if you would like to discuss the information in more detail. Thank you for your consideration in this matter.

Sincerely,

WEST YOST

Charles Hardy, PE
Senior Engineer
RCE#71015

Kathryn E. Gies, PE
Engineering Manager
RCE #65022

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May 30, 2024

SENT VIA: EMAIL

Mr. Lance Roberts
Utilities Manager
City of Lodi
Public Works Department
Lodi, CA 95240

SUBJECT: Proposal for Engineering Services – WPCF Regulatory Services for FY 24/25 and FY 25/26

Mr. Roberts:

West Yost appreciates the opportunity to present to the City of Lodi (City) this letter proposal for ongoing engineering services related to assisting the City in meeting permitting requirements for the City's White Slough Water Pollution Control Facility (WPCF). The scope of work described in this letter proposal is intended to cover regulatory related support efforts anticipated to be needed during Fiscal Year 2024/2025 (FY 24/25) and Fiscal Year 2025/2026 (FY 25/26) for the WPCF water and biosolids discharges that are regulated by the Central Valley Regional Water Quality Control Board (Regional Board) under the following discharge permits:

- General Permit for Municipal Wastewater Dischargers that Meet Objectives/Criteria at the Point of Discharge to Surface Water (General Permit) Order R5-2023-0025 and site-specific Notice of Applicability (NOA) R5-2017-0085-003 for coverage under the General Permit
- Waste Discharge Requirements (WDRs), Order No. R5-2007-0113-01
- NOA WQ-2016-0068-DDW-R5007 (Recycled Water NOA) for coverage under the State Water Resources Control Board's (State Water Board's) Order WQ 2016-0068-DDW Waste Reclamation Requirements for Recycled Water Use (General WRRs)

The Scope of Work and Fee Estimate provided in this proposal have been divided into two phases, one for each of the fiscal years covered. It is understood that the City may authorize services for either both years together and each year separately.

The remainder of this proposal is organized around the following sections:

- Project Understanding
- Major Assumptions
- Scopes of Services
- Estimated Fee
- Schedule

PROJECT UNDERSTANDING

This section presents our team's understanding and approach to the proposed work under the following topics:

- General Permit and NOA for Surface Water Discharge
- WDRs for Land Application
- WDRs Update
- Monitoring Well Network Modifications
- Nanobubble Pilot Support

General Permit and NOA for Surface Water Discharge

The General Permit and site-specific NOA Order No. R5-2017-0085-003 apply to the City's discharge of disinfected tertiary effluent to Dredger Cut. The NOA was issued under the previous (2017) version of the General Permit. With issuance of the new General Permit in July 2023, the Regional Board clarified that NOAs under the previous General Permit remain in effect, and a new Notice of Intent (NOI) permit application is not required until one of the following occurs:

- the due date for the NOI as specified in the existing NOA
- three years from the effective date of the 2023 General Permit
- an earlier date as specified by the Executive Officer or if there are any modifications to the facility and/or discharge as described in the NOA

The current NOA lists an NOI date of April 1, 2023. Accordingly, the City submitted an NOI package in March 2023, and the current NOA remains in effect as of May 2024.

WDRs for Land Application

The WDRs were adopted in 2013 and do not have an expiration date. The WDRs apply to the following WPCF operations:

- Storage and land application of undisinfected, secondary effluent on City-owned agricultural properties;
- Storage and land application of industrial process flows, which include seasonal food processing flows from Pacific Coast Producers, entering the WPCF via the indusial wastewater sewer system;
- Biosolids land application on City-owned agricultural properties; and,
- Supply of disinfected tertiary recycled water to the Northern California Power Agency and San Joaquin County Mosquito and Vector Control District.

In addition, the City also currently has the separate Recycled Water NOA under the General WRRs for the operations of a tertiary storage pond constructed in late 2019. The Regional Board permitted this pond under the Recycled Water NOA to avoid reopening the WDRs.

Most of the services described in this proposal are related to the WDRs and Recycled Water NOA. The specific efforts include:

- Monitoring and Reporting Assistance
- Land Management Support
- Groundwater Compliance Support

Monitoring and Reporting Assistance

West Yost has historically assisted with development of, or completed on the City's behalf, routine monitoring reports required under the WDRs. These include:

- Monthly land management reports
- Quarterly groundwater contour maps
- Annual Monitoring Reports for groundwater
- Annual Cropping and Irrigation Reports
- Annual U.S. Environmental Protection Agency (USEPA) Biosolids Application Reports

West Yost understands that the City will require continued support related to the development of these reports.

Land Management Support

West Yost has been assisting the City with coordinating with the farmers that manage the land application area. In recent years, West Yost has been preparing the monthly reports and participating in monthly meetings with the farmers and City staff. For purposes of this proposal, it is assumed that West Yost will provide ongoing involvement with these reports and meetings over the next two fiscal years.

Groundwater Compliance Support

West Yost has been assisting the City with evaluating the groundwater beneath the WPCF land application area to document compliance with the WDRs related to groundwater quality protection. The City submitted a report in early 2020 detailing compliance with the Groundwater Limitations of the WDRs. This was the final compliance step in a six-year schedule that was developed to allow the City time to complete an evaluation of compliance and whether the existing best practicable treatment or control (BPTC) measures for the land application area are appropriate. The Groundwater Limitations Compliance Report documented and concluded that the City is in compliance with the groundwater limitations, with the exception of impacts that occurred due to past activities near the City's compliance well WSM-2. The report also documented that existing BPTCs implemented by the City are adequately protective of the groundwater underlying the WPCF and land application area. The most recent Annual Background Groundwater Quality Evaluation completed in January 2024 continued to support the conclusions of the Groundwater Limitations Compliance Report and did not recommend any additional BPTCs.

WDRs Update

This proposal includes tasks to assist the City through an updated WDRs adoption process, which is assumed to occur during FY 24/25. However, the timeline for these efforts could extend into FY 25/26 or beyond.

Purpose of WDRs Modification

As noted above, the WDRs were last issued in 2013 and do not have an expiration date. However, the majority of the text and requirements in the current WDRs were originally developed in 2007. Therefore, the current WDRs generally reflect Regional Board permit requirements from about 15 years ago. Recent land discharge permits issued by the Regional Board include more streamlined discharge requirements than the City's current WDRs, including monitoring and reporting requirements. Modifying the City's WDRs to include these streamlined approaches would provide greater flexibility for WPCF staff in operating the land application activities and improve the ability for the City to demonstrate compliance with permit requirements. These changes would include removing the hydraulic loading limitations and allowing for water quality loading limits to be evaluated as an average over several fields.

Updating the WDRs will also allow for simplification of the City's monitoring and reporting program as the reporting requirements related to the tertiary pond will be incorporated into the renewed WDRs – eliminating the need for redundant reporting.

The current WDRs also include a compliance schedule for the City to comply with the groundwater limitations in the permit, and the City has completed the required action items of this compliance schedule. With the proposed renewal of the WDRs, the Regional Board should address the City's evaluation of compliance with groundwater limitations and/or issue a compliance order related to the ongoing impacts observed near WSM-2. At a minimum, the completed compliance schedule should be removed from the WDRs. At this time the Regional Board is not anticipated to include more stringent groundwater-related requirements in the revised WDRs. Therefore, this proposal does not include specific scope and budget to address support related to additional groundwater limitations or requirements. However, tasks are included for general regulatory program management and as-needed WPCF support services that could partially accommodate limited support, if needed.

Finally, the City is in the process of evaluating a potential recycled water discharge to a new NCPA facility that will result in changes to how the land application system is operated. These planned/potential changes will be described in the WDRs modification request so that the new operations are permitted through the renewed WDRs. Requesting a permit for this modification now will allow the City to fast track this potential operational change over the next few years.

The City and West Yost staff met with Regional Board permitting staff in August 2021 to discuss potential modifications to the WDRs, and what process would be needed to obtain a revised permit. The Regional Board staff were amenable to the proposed modifications and recommended that the City prepare a permit application (Report of Waste Discharge, or ROWD), the last of which was submitted to the Regional Board in 2012.

Under our current contract, West Yost is in the process of finalizing the ROWD, which we expect to submit to the Regional Board by the end of June 2024 (i.e. by the end of FY 23/24).

Permit Adoption Process

The Regional Board is expected to issue two permit drafts based on the information received in the ROWD. The first draft will be a non-public Administrative Draft Order for City review, the second draft will be a Tentative Draft Order issued for public review. It is in the interest of the City to thoroughly review these draft documents and prepare comments, particularly on issues that can impact long-term WQCF operations and costs. Based on West Yost's experience, critical permit changes need to be made during the Administrative Draft Order phase, because once the Tentative Draft Order is made public, Regional Board staff are more reluctant to make significant changes.

The Regional Board staff are expected to provide a 30-day review period for the Administrative Draft Order. The Tentative Draft Order by statute also has a 30-day review period. West Yost has successfully negotiated permit terms during the Administrative Draft Order phase leaving the Tentative Draft Order review phase to be a fairly simple effort. However, there are several unique conditions associated with the City's land discharge permit, and it is difficult to predict at this time the level of effort needed to support review of the Administrative Draft Order and Tentative Draft Order. Moreover, there is a possibility that more than one Administrative Draft Order and Tentative Draft Order will need to be issued. Therefore, the work related to the permit review tasks will be limited to the hours identified in this proposal.

Based on West Yost's experience working with Central Valley dischargers on WDRs renewals for land application sites, it is expected that the new WDRs will be formally adopted by the Regional Board as a consent item – meaning there will be no discussion of the WDRs at the Board meeting. If any significant issues are identified that result in the City or other parties contesting the adoption of the new WDRs, however, there will be a formal hearing by the Regional Board for the WDRs adoption. Work related to a permit hearing may include preparing supplemental information to support the agency with their contest of the permit, preparing responses to other parties that have contested the permit, and preparation of these materials for presentation at the Regional Board hearing. The current proposal does not include support specifically related to a permit hearing. However, as noted previously, tasks are included for general regulatory program management and as-needed WPCF support services that could potentially accommodate support related to a permit hearing.

Monitoring Well Network Modifications

In addition to updating information in the WDRs, there are desired changes to the City's monitoring well network. The City's monitoring well network consists of eleven compliance wells and three background wells. This network is relatively extensive compared to other similar agencies conducting land application of recycled water and biosolids. Routine groundwater elevation and water quality data has been collected from all these wells since 2008 – over 10 years – and some even as far back as 1998 – over 20 years. Several of these existing wells do not provide information that is informative with respect to groundwater compliance and can be removed from the monitoring well network. These include wells WSM-2, WSM-10, WSM-10, WSM-11, WSM-13, WSM-19, RMW-2 and RMW-3.

To support these changes, the City would need to submit a Monitoring Well Destruction Work Plan to the Regional Board, which is assumed to occur early in FY 24/25. Implementation of the monitoring well destruction can be initiated after receiving the Regional Board's approval and when weather conditions allow. Following implementation, a Monitoring Well Destruction Report will need to be prepared and submitted to the Regional Board to meet a State requirement to document monitoring well destructions. This proposal therefore includes a task in FY 24/25 to prepare the Work Plan and complete related engineering services.

Nanobubble Pilot Support

West Yost has also been assisting the City with evaluating use of nanobubble addition upstream of the WPCF primary clarification process to potentially enhance nitrogen removal through the secondary treatment system, as well as provide other ancillary benefits. Based on recent discussions with City staff, the City will continue use of the nanobubble system for at least one more year that corresponds roughly with FY 24/25. Some effort is expected to be needed for West Yost staff to continue the analysis of the nanobubble impacts. Such effort would be included in the scope for FY 24/25 under the regulatory program management task.

MAJOR ASSUMPTIONS

Major assumptions pertinent to more than one task of this project are detailed below:

- West Yost will rely on the support from Somach Simmons and Dunn (SSD), an environmental law firm that specializes in serving California permittees on discharge permit issues, should the need arise, as with our previous regulatory support services contracts with the City. A nominal budget has been included under the Regulatory Program Management tasks for SSD assistance.
- The City will continue to contract separately with Robertson Bryan, Inc. for support related to toxicity or temperature study efforts, consistent with West Yost's current contract. Therefore, this proposal does not include significant support related to these efforts. The City has not had recent toxicity issues under the NOA, but ongoing toxicity support may be needed during term of the new contract.
- The City will be responsible for completing any sampling needed to achieve the objectives of the tasks outlined in the scope of services, and the City will contract directly with a certified laboratory for completing any necessary analytical efforts. Under the Regulatory Program Management tasks described herein, West Yost will provide support for coordinating any necessary sampling and analysis efforts with other regulatory needs.

Additional assumptions specific to each task are also included with the scope of services.

SCOPE OF SERVICES

Phase 1

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 24/25 (Phase 1). As described further below, the key tasks necessary to perform this scope of services are as follows:

- Task 1.1 Project Management
- Task 1.2 Regulatory Program Management
- Task 1.3 Land Application Monitoring Coordination and Reporting
- Task 1.4 Groundwater Reporting Support
- Task 1.5 WDRs Adoption Support
- Task 1.6 Monitoring Well Network Modifications
- Task 1.7 As Needed WPCF Support Services

Task 1.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

This task also includes a Kickoff Meeting at the beginning of FY 24/25 to discuss the scope of services, data needed by West Yost to complete the scope of services, and any specific concerns City staff have with the current discharge/reuse permits. West Yost will develop a draft agenda for the kickoff meeting and provide a follow-up email with agreed-upon actions items.

In addition, to ensure continued achievement of consistently high-quality work products, and in accordance with the West Yost Quality Assurance/Quality Control (QA/QC) policy, a West Yost staff member at the Principal Engineer level or higher will review significant work products. This task includes coordination of these QA/QC efforts.

Task 1.1 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.
- West Yost will prepare a draft meeting agenda in MS Word format prior to the Kickoff Meeting.
- West Yost will provide an email summarizing action items from the Kickoff Meeting within one week of the meeting.

Task 1.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 24/25. Assistance under this task may include, but is not limited to, the following services:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.
6. Completing reviews of collected monitoring data to identify potential future regulatory concerns, such as for PFAS (Per- and Polyfluoroalkyl Substances) in wastewater effluent, biosolids and groundwater underlying the WPCF.
7. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
8. Attending and preparing for meetings to discuss the results of regulatory program management activities.
9. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
10. Providing minor assistance to the City for analyzing data related to nanobubble system operation.
11. Providing minor support related to the following:
    - Title 22 Issues;
    - Toxicity Reduction Evaluation efforts being completed separately; or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope, the task budget may also be directed toward the completion of other efforts.

Task 1.2 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services under this task are requested.

Task 1.3 Land Application Monitoring Coordination and Reporting

West Yost's efforts during FY 24/25 will include the following services:

- Review the 2024 land application monitoring data and development of the 2024 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2025. This report will summarize the monthly and annual hydraulic and nutrient loadings from recycled water and biosolids applications to the WPCF land application area for the prior year, provide an assessment of compliance with land application area loading limits and related requirements, discuss any corrective actions taken or needed, and discuss the cropping and irrigation plan for the coming year.
- Prepare the online 2024 Annual Biosolids Application Report, which is an online form that documents the City's biosolids production and reuse practices for the prior year and is due to the USEPA by February 19, 2025.
- Prepare up to twelve monthly land application reports required under the WDRs for the months of June 2024 through May 2025.
- Participate in an annual land management kickoff meeting in early 2025 to discuss planned annual operations and up to nine monthly meetings between July 2024 and June 2025 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.
- Complete an analysis of appropriate biosolids application by field and coordination with the City agronomist and farmers for the Fall 2024 and Spring 2025 biosolids application on the land application areas.
- Prepare quarterly tertiary pond reports required under Recycled Water NOA for Second Quarter 2024 through First Quarter 2025.
- Prepare annual report on 2024 tertiary pond activities required under the Recycled Water NOA and due to the Regional Board by April 1, 2025.

Task 1.3 Assumption

- The farmers/agronomist will provide the City/West Yost a list of fields proposed for biosolids application at least two weeks prior to each planned application event.

Task 1.3 Deliverables

- West Yost will prepare a draft and final 2024 Annual Land Management Reports and Draft 2024 Annual Biosolids Application Report in PDF format.
- West Yost will prepare draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.
- West Yost will prepare draft and final monthly land application reports in PDF format.
- West Yost will prepare emails with recommended biosolids applications (fall and spring).
- West Yost will prepare draft and final tertiary pond quarterly reports in PDF format.
- West Yost will prepare a draft and final tertiary pond annual report in PDF format.

Task 1.4 Groundwater Reporting Support

West Yost's efforts during FY 24/25 will include development of the following:

- **Quarterly Self-Monitoring Reports for Second Quarter 2024 through First Quarter 2025:** These efforts will include coordination with City staff for the respective data and information, compilation of attachments and development of draft cover letter for each report.

- **Quarterly groundwater elevation contour maps:** These are part of the Quarterly Self-Monitoring Reports and will be developed using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions.
- **2024 Annual Groundwater Evaluation Report:** This effort includes a statistical analysis of 2024 groundwater quality data, a determination of compliance with the groundwater limitations for each constituent monitored and compliance well, and identification and assessment of potential groundwater limitation compliance strategies, as needed. The Groundwater Evaluation Report is intended to be attached to the Annual Report under the WDRs developed by the City.

Task 1.4 Assumption

- The City will prepare the additional elements of the Annual Report beyond the Annual Groundwater Evaluation Report.

Task 1.4 Deliverables

- West Yost will prepare draft and final quarterly reports, including figures depicting the quarterly groundwater contour information, for Third Quarter 2024 through Second Quarter 2025, in PDF format.
- West Report will prepare an Annual Groundwater Evaluation Report summarizing the statistical analysis and compliance/corrective actions in PDF format, to be incorporated into the City's Annual Report.

Task 1.5 WDRs Adoption Support

West Yost will complete a review of the Administrative Draft Order and Tentative Draft Order. These reviews will include a thorough read-through the orders for errors or concerns relative to the City's current permit and other recent, similar permits issued by the Regional Board and development of a comment document on the City's behalf.

The Regional Board staff are expected to provide a 30-day review period for the Administrative Draft Order and A 30-day review period will be provided for the Tentative Draft Order. The following procedure outlines our strategy and scope for developing a comprehensive comment letter on these orders in that limited timeline:

- West Yost will develop a table summarizing all suggested comments within 10 days of receiving the Draft Order.
  (Cumulative Time Passed: 10 days)
- Within three days of submitting this list to the City, West Yost will meet with City staff to discuss the suggested comments and obtain input regarding any City comments.
  (Cumulative Time Passed: 13 days)
- West Yost will develop a draft comment document for City review within five days of the City meeting, ensuring the document is submitted to the City within three weeks of receiving the Draft Order. The comment document will be prepared as a stand-alone document for attachment to a City cover letter.
  (Cumulative Time Passed: 18 days)

8. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
9. Attending and preparing for meetings to discuss the results of regulatory program management activities
10. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
11. Providing minor support related to the following:
    - Title 22 Issues,
    - Toxicity Reduction Evaluation efforts being completed separately, or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 2.2 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff when services under this task are required.

Task 2.3 Land Application Monitoring Coordination

This task involves providing the following items:

- Review the 2021 land application monitoring data and development of the 2021 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2022.
- Prepare the online 2021 Annual Biosolids Application Report, which is due to the USEPA by February 19, 2022, and will need to be certified and submitted by City staff.
- Review of the monthly land application reports under the WDRs completed for the months of June 2021 through May 2022.
- Participation in an annual land management kickoff meeting in early 2022 to discuss planned annual operations and up to nine monthly meetings between July 2021 and June 2022 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.

Task 2.3 Deliverables: Draft and Final 2021 Annual Land Management Reports and Draft 2021 Annual Biosolids Application Report. All documents will be provided in an electronic PDF format.

Draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.

- The City will have five days to review the comment document.
  (Cumulative Time Passed: 23 days)
- West Yost will develop a screen-check version within two days of receiving City comments.
  (Cumulative Time Passed: 25 days)
- City review and finalization of the comment document and cover letter will then need to be completed and the documents submitted within five days.
  (Cumulative Time Passed: 30 days)

It is expected that at least one meeting with Regional Board staff will be needed to discuss the City's comments on the Administrative Draft Order and one meeting to discuss City comments on the Tentative Draft Order. Additional meetings, if needed, would be accommodated under the Regulatory Program Management task (Task 2). A preliminary draft agenda will be prepared for City staff review at least one week prior to these meetings and a draft agenda prepared and submitted to the City and Regional Board staff at least one day prior to the meeting. An email listing the significant decisions made will also be developed following the meeting to document decisions made for all meeting participants.

Given the complexity of the City's land application operations and the age of the existing land application permits, preparing comments on the Administrative Draft Order and Tentative Draft Order could require a similar level of effort. The level of effort required for this task can only be estimated prior to issuance of the Administrative Draft WDRs, so the associated fee estimate presented in this letter proposal is based on West Yost's understanding of the City's permit needs. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future.

Task 1.5 Assumptions

- During review and negotiation of the new WDRs, West Yost may identify the need for the City to enlist the assistance of legal counsel in evaluating legal issues with the wastewater discharge permit. West Yost will work with the City to identify an appropriate support team for these efforts. If needed, legal support services could be procured through the West Yost contract and billed under the Regulatory Program Management task (Task 2).

Task 1.5 Deliverables

- West Yost will provide a list of suggested comments on the Administrative Draft WDRs in PDF format.
- West Yost will provide a draft and final comment documents on the Administrative Draft WDRs in PDF format.
- West Yost will provide preliminary draft meeting agenda in MS Word format and draft meeting agenda in PDF format for two meetings with the Regional Board.
- West Yost will provide an email with decisions to meeting participants.
- West Yost will prepare a list of suggested comments on the Tentative Draft WDRs in PDF format.
- West Yost will prepare a draft and final comment documents on the Tentative Draft WDRs in PDF format.

Task 1.6 Monitoring Well Network Modifications

To support adoption of the monitoring well network modifications being requested in the recent Report of Waste Discharge (ROWD), West Yost will prepare a draft Monitoring Well Destruction Work Plan (Work Plan) for City review and submission to the Regional Board. This task includes a Kickoff Meeting to discuss

work to be completed. West Yost will develop a draft agenda for the meeting and provide a follow-up email with agreed-upon actions items.

It is anticipated the Work Plan will be submitted to the Regional Board by late 2024, so that the changes can be incorporated into the new WDRs and MRP. It is assumed that within a few weeks of submitting the Work Plan a meeting with Regional Board staff will be needed to present and discuss the Work Plan with the goals of attaining approval of the Work Plan and incorporating the City's recommended monitoring network wells in the new WDRs and MRP. This task also includes a Work Plan review meeting to discuss City's comments on the draft Work Plan.

Implementation of the monitoring well destruction should be initiated after receiving the Regional Board's approval and when weather conditions allow. Well destruction costs are not included in this proposal. However, these costs are outlined in a Monitoring Well Network Recommendations Technical Memorandum prepared for the City recently as an appendix to the ROWD. The well destruction is assumed to begin during FY 24/25.

West Yost will prepare technical specifications for the Work Plan and provide support during bidding and contractor selection. It is assumed the City will publicly bid for contractor services and select and hire a well destruction contractor. West Yost will also provide hydrogeologic services during well destruction. It is assumed all wells identified for destruction in the ROWD will be destroyed in a single mobilization.

Following installation, West Yost will prepare a draft Monitoring Well Destruction Report for City review and submittal to the Regional Board. It is assumed only one Monitoring Well Destruction Report will be prepared. This task also includes a meeting with the Regional Board to review the Work Plan.

Task 1.6 Assumptions

- The City will publicly bid for contractor services and select and hire a well destruction contractor. The contractor fee is not included in West Yost's proposal but is estimated to be $62,500.
- The well destruction contractor's work will be implemented in one event. Therefore, only one Monitoring Well Destruction Report will be needed.

Task 1.6 Deliverables

- West Yost will prepare a Monitoring Well Destruction Work Plan.
- West Yost will prepare a Monitoring Well Destruction Report.
- West Yost will prepare a draft meeting agenda in MS Word format prior to the Kickoff Meeting.
- West Yost will provide an email summarizing action items from the Kickoff Meeting within one week of the meeting.

Task 1.7 As-Needed WPCF Support Services

During FY 24/25, the City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget

amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 1.7 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services are requested.

Phase 2

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 25/26 (Phase 2). As described further below, The key tasks necessary to perform this proposed scope of services are as follows:

- Task 2.1 Project Management
- Task 2.2 Regulatory Program Management
- Task 2.3 Land Application Monitoring Coordination and Reporting
- Task 2.4 Groundwater Reporting Support
- Task 2.5 As-Needed WPCF Support Services

Task 2.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

In addition, to ensure continued achievement of consistently high-quality work products, and in accordance with the West Yost QA/QC policy, a West Yost staff member at the Principal Engineer level or higher will review significant work products. This task includes coordination of these QA/QC efforts.

Task 2.1 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.

Task 2.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 25/26. Assistance under this task may include, but is not limited to, the following services:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.

6. Completing reviews of collected monitoring data to identify potential future regulatory concerns.
7. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
8. Attending and preparing for meetings to discuss the results of regulatory program management activities.
9. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
10. Providing minor assistance to the City for analyzing data related to nanobubble system operation.
11. Providing minor support related to the following:
    - Title 22 Issues;
    - Toxicity Reduction Evaluation efforts being completed separately; or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope, the task budget may also be directed toward the completion of other efforts.

Task 2.2 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services under this task are requested.

Task 2.3 Land Application Monitoring Coordination and Reporting

West Yost's efforts during FY 25/26 will include the following services:

- Review the 2025 land application monitoring data and development of the 2025 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2026. This report will summarize the monthly and annual hydraulic and nutrient loadings from recycled water and biosolids applications to the WPCF land application area for the prior year, provide an assessment of compliance with land application area loading limits and related requirements, discuss any corrective actions taken or needed, and discuss the cropping and irrigation plan for the coming year.
- Prepare the online 2025 Annual Biosolids Application Report, which is an online form that documents the City's biosolids production and reuse practices for the prior year and is due to the USEPA by February 19, 2026.
- Prepare the nine monthly land application reports required under the WDRs for the months of June 2025 through May 2026.

- Participate in an annual land management kickoff meeting in early 2026 to discuss planned annual operations and up to nine monthly meetings between July 2025 and June 2026 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.
- Complete an analysis of appropriate biosolids application by field and coordination with the City agronomist and farmers for the Fall 2025 and Spring 2026 biosolids application on the land application areas.
- Prepare quarterly tertiary pond reports required under Recycled Water NOA for Second Quarter 2025 through First Quarter 2026.
- Prepare annual report on 2025 tertiary pond activities required under the Recycled Water NOA and due to the Regional Board by April 1, 2026.

Task 2.3 Assumption

- The farmers/agronomist will provide the City/West Yost a list of fields proposed for biosolids application at least two weeks prior to each planned application event.

Task 2.3 Deliverables

- West Yost will provide a draft and final 2025 Annual Land Management Reports and Draft 2025 Annual Biosolids Application Report in PDF format.
- West Yost will prepare draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.
- West Yost will provide draft and final monthly land application reports in PDF format.
- West Yost will prepare emails with recommended biosolids applications (fall and spring)
- West Yost will prepare draft and final tertiary pond quarterly reports in PDF format.
- West Yost will provide a draft and final tertiary pond annual report in PDF format.

Task 2.4 Groundwater Reporting Support

West Yost's efforts during FY 25/26 will include development of the following:

- **Quarterly Self-Monitoring Reports for Second Quarter 2025 through First Quarter 2026:** These efforts will include coordination with City staff for respective data and information, compilation of attachments and development of draft cover letter for each report.
- **Quarterly groundwater elevation contour maps:** These are part of the Quarterly Self-Monitoring Reports and will be developed using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions.
- **2025 Annual Groundwater Evaluation Report:** This effort includes a statistical analysis of 2025 groundwater quality data, a determination of compliance with the groundwater limitations of the WDRs for each constituent monitored and compliance well, and identification and assessment of potential groundwater limitation compliance strategies, as needed. The Groundwater Evaluation Report is intended to be attached to the Annual Report under the WDRs developed by the City.

Task 2.4 Assumption

- The City will prepare the additional elements of the Annual Report beyond the Annual Groundwater Evaluation Report.

Task 2.4 Deliverables

- West Yost will prepare a draft and Final quarterly reports, including figures depicting the quarterly groundwater contour information, for Third Quarter 2025 through Second Quarter 2026, in PDF format.
- West Yost will provide an Annual Groundwater Evaluation Report summarizing the statistical analysis and compliance/corrective actions in PDF format, to be incorporated into the City's Annual Report.

Task 2.5 As-Needed WPCF Support Services

During FY 25/26, the City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 2.5 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services are requested.

ESTIMATED FEE

The estimated fee for each of the tasks described above and total estimated fee are shown in Table 1. West Yost will perform all work on an hourly basis at standard company charge rates and will not exceed the estimated cost without written authorization. Attachment A provides West Yost's 2024 charge rate schedule.

If additional budget is required to complete the Scope of Services identified herein, West Yost will request City authorization prior to exceeding the budget. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Project Fee for FY 24/25 and FY 25/26 Regulatory Support

Task		West Yost Fee, dollars	SSD Fee, dollars	Total Fee, dollars
Phase 1				
Task 1.1	Project Management	9,500	0	9,500
Task 1.2	Regulatory Program Management	14,200	7,000	21,200
Task 1.3	Land Application Monitoring Coordination and Reporting	64,100	0	64,100
Task 1.4	Groundwater Reporting Support	28,800	0	28,800
Task 1.5	WDRs Adoption Support	59,800	0	59,800
Task 1.6	Monitoring Well Network Modifications	39,300	0	39,300
Task 1.7	As-Needed WPCF Support Services	19,900	0	19,900
	Subtotal for Phase 1 (FY 24/25)	**$235,600**	**$7,000**	**$242,600**
Phase 2				
Task 2.1	Project Management	5,900	0	5,900
Task 2.2	Regulatory Program Management	14,800	7,000	21,800
Task 2.3	Land Application Monitoring Coordination and Reporting	66,600	0	66,600
Task 2.4	Groundwater Reporting Support	29,900	0	29,900
Task 2.5	As-Needed WPCF Support Services	20,600	0	20,600
	Subtotal for Phase 2 (FY 25/26)	**$137,800**	**$7,000**	**$144,800**
	Total Project Budget	**$373,400**	**$14,000**	**$387,400**

SCHEDULE

West Yost anticipates conducting a kickoff meeting with City staff within four weeks after receiving notice to proceed. Other deliverables with specific regulatory deadlines will be developed in time to provide City staff at least one week for review of draft deliverables prior to preparing final documents. The timing of the remaining deliverables, such as draft permit comments, will depend on the Regional Board and cannot be estimated at this time.

Thank you for providing West Yost the opportunity to be of continued service to the City of Lodi with permitting services for the WPCF. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST

Charles Hardy, PE
RCE #71015

Kathryn Gies, PE
RCE #68022

Attachment A: West Yost 2024 Billing Rate Schedule

Attachment A

West Yost 2024 Billing Rate Schedule

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

WEST YOST
Water. Engineered.

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$355
Engineer/Scientist/Geologist Manager I / II	$335 / $351
Principal Engineer/Scientist/Geologist I / II	$302 / $322
Senior Engineer/Scientist/Geologist I / II	$272 / $286
Associate Engineer/Scientist/Geologist I / II	$226 / $243
Engineer/Scientist/Geologist I / II	$176 / $205
Engineering Aide	$106
Field Monitoring Services	$131
Administrative I / II / III / IV	$97 / $121 / $145 / $160
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$349 / $351
Principal Tech Specialist I / II	$320 / $331
Senior Tech Specialist I / II	$293 / $306
Senior GIS Analyst	$265
GIS Analyst	$251
Technical Specialist I / II / III / IV	$187 / $213 / $239 / $267
Technical Analyst I / II	$134 / $160
Technical Analyst Intern	$108
Cross-Connection Control Specialist I / II / III / IV	$140 / $151 / $170 / $189
CAD Manager	$211
CAD Designer I / II	$164 / $185
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$338
Construction Manager I / II / III / IV	$201 / $215 / $228 / $289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$181 / $201 / $224 / $232
Apprentice Inspector	$164
CM Administrative I / II	$87 / $118
Field Services	$232

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

WEST YOST
Water. Engineered.

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$300 / day
Aquacalc / Pygmy or AA Flow Meter	$28 / day
Emergency SCADA System	$35 / day
Field Vehicles (Groundwater)	$1.02 / mile
Gas Detector	$80 / day
Generator	$60 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Back Pack	$135 / day
Low Flow Pump Controller	$200 / day
Powers Water Level Meter	$32 / day
Precision Water Level Meter 300ft	$30 / day
Precision Water Level Meter 500ft	$40 / day
Precision Water Level Meter 700ft	$45 / day
QED Sample Pro Bladder Pump	$65 / day
Storage Tank	$20 / day
Sump Pump	$24 / day
Transducer Communications Cable	$10 / day
Transducer Components (per installation)	$23 / day
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	$22 / day
Turbidity Meter	$30 / day
Turbidity Meter (2100Q Portable)	$35 / day
Vehicle (Construction Management)	$10 / hour
Water Flow Probe Meter	$20 / day
Water Quality Meter	$50 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

Exhibit 1B

AMENDMENT NO. 2

WEST YOST & ASSOCIATES, INC.
TASK ORDER NO. 49

THIS AMENDMENT, made and entered this 12 day of ~~July~~ October 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST YOST & ASSOCIATES, INC., a California corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into Task Order No. 49 on September 1, 2020 and Amendment No. 1 on April 12, 2021 collectively (the "Agreement"), attached hereto as Exhibits 1 and 1A, respectively, and made a part hereof; and

2. WHEREAS, CITY requested to increase the fees under the agreement by $47,600, for a total not to exceed amount of $303,400, and amend the existing scope of services for Regulatory Services at White Slough Water Pollution Control Facility, attached hereto as Exhibit 2 and made part of; and

3. WHEREAS, CONTRACTOR agrees to said amendments; and

NOW, THEREFORE, the parties agree to amend the not to exceed amount under 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
Herein above called "CITY"

By: _____
STEPHEN SCHWABAUER
City Manager

Attest:
_____
JENNIFER CUSMIR
City Clerk

Approved as to Form

_____
JANICE D. MAGDICH
City Attorney

WEST YOST & ASSOCIATES, INC., a California corporation
Hereinabove called "CONTRACTOR"

By: _____
JEFFREY PELZ
Vice President

Exhibit 2

WEST YOST
Water. Engineered.

1001 Galaxy Way
Suite 310
Concord CA 94520

925.949.5800 phone
530.756.5991 fax
westyost.com

June 6, 2022

SENT VIA: EMAIL

Mr. Lance Roberts
Utilities Manager
City of Lodi
Public Works Department
Lodi, CA 95240

SUBJECT: Proposal for Engineering Services – WPCF Regulatory Services for FY 22/23 and FY 23/24

Mr. Roberts:

West Yost appreciates the opportunity to present to the City of Lodi (City) this letter proposal for ongoing engineering services related to assisting the City in meeting permitting requirements for the City's White Slough Water Pollution Control Facility (WPCF). The scope of work described in this letter proposal is intended to cover regulatory related support efforts anticipated to be needed during Fiscal Year 2022/2023 (FY 22/23) and Fiscal Year 2023/2024 (FY 23/24) for the WPCF water and biosolid discharges that are regulated by the Central Valley Regional Water Quality Control Board (Regional Board) under the following discharge permits:

- *General Permit for Municipal Wastewater Dischargers that Meet Objectives/Criteria at the Point of Discharge to Surface Water* (General Permit) and the site-specific Notice of Applicability (NOA) R5-2017-0085-003 for coverage under the General Permit
- Waste Discharge Requirements (WDRs), Order No. R5-2007-0113-01
- NOA WQ-2016-0068-DDW-R5007 (Recycled Water NOA) for coverage under the State Water Resources Control Board's (State Water Board's) *Order WQ 2016-0068-DDW Waste Reclamation Requirements for Recycled Water Use* (General WRRs)

The Scope of Work and Fee Estimate provided in this proposal have been divided into two phases, one for each of the fiscal years covered. It is understood that the City may authorize services for either both years together or each year separately.

The remainder of this proposal is organized around the following sections:

- Project Understanding
- Major Assumptions
- Scopes of Services
- Estimated Fee
- Schedule

PROJECT UNDERSTANDING

This section presents our team's understanding and approach to the proposed work under the following topics:

- General Permit and NOA for surface water discharge
- WDRs for land application
- WDRs update
- General WRRs and Recycled Water NOA

General Permit and NOA for Surface Water Discharge

The General Permit and site-specific NOA Order No. R5-2017-0085-003 apply to the City's discharge of disinfected tertiary effluent to Dredger Cut. The current NOA was originally issued in March 2019 following submittal of a Notice of Intent (NOI) package in May 2018. That NOA expired on March 31, 2021. Following submittal of a supplemental NOI in June 2020, the Regional Board issued an amended NOA in July 2021.

The current NOA requires submittal of a new NOI by April 1, 2023, to maintain coverage under the General Permit. Therefore, development of this NOI package is included in the scope of services for FY 22/23. For purposes of this proposal, it is assumed that the draft NOA will be issued in late 2023. Therefore, support related to adoption of the NOA is included in the scope for FY 23/24.

WDRs for Land Application

The WDRs were adopted in 2013 and do not have an expiration date. The WDRs apply to the following WPCF operations:

- Storage and land application of undisinfected, secondary effluent on City-owned agricultural properties;
- Storage and land application of industrial process flows, which include seasonal food processing flows from Pacific Coast Producers, entering the WPCF via the indusial wastewater sewer system;
- Biosolids land application on City-owned agricultural properties; and,
- Supply of disinfected tertiary recycled water to the Northern California Power Agency and San Joaquin County Mosquito and Vector Control District.

Most of the services described in this proposal are related to the WDRs. The specific efforts include:

- Monitoring and Reporting Assistance
- Land Management Support
- Groundwater Compliance Support

Monitoring and Reporting Assistance

West Yost has historically assisted with development of, or completed on the City's behalf, routine monitoring reports required under the WDRs. These include:

- Monthly land management reports
- Quarterly groundwater contour maps
- Annual Monitoring Reports for groundwater
- Annual Cropping and Irrigation Reports
- Annual U.S. Environmental Protection Agency (USEPA) Biosolids Application Reports

West Yost understands that the City will require continued support related to the development of these reports.

Land Management Support

West Yost has been assisting the City with coordinating with the farmers that manage the land application area. In recent years, West Yost's involvement with the City's land management activities were limited to review of the reports generated by the City and participation in one annual kickoff meeting at the beginning of each irrigation season. However, with turnover of City staff in the last two years, West Yost has been requested to prepare the monthly reports and participate in the monthly meetings with the farmers and City staff. For purposes of this proposal, it is assumed that West Yost will provide ongoing involvement with these reports and meetings over the next two fiscal years. In addition, due to ongoing drought conditions, we have assumed that the irrigation season includes March and November, thus requiring nine meetings and monthly reports each year.

Groundwater Compliance Support

West Yost has been assisting the City with evaluating the groundwater beneath the WPCF land application area to document compliance with the WDRs related to groundwater quality protection. The City submitted a report in early 2020 detailing compliance with the Groundwater Limitations of the WDRs. This was the final compliance step in a six-year schedule that was developed to allow the City time to complete an evaluation of compliance and whether the existing best practicable treatment or control (BPTC) measures for the land application area are appropriate. The Groundwater Limitations Compliance Report documented and concluded that the City is in compliance with the groundwater limitations, with the exception of impacts that occurred due to past activities near the City's compliance well WSM-2. The report also documented that existing BPTCs implemented by the City are adequately protective of the groundwater underlying the WPCF and land application area. The most recent Annual Background Groundwater Quality Evaluation completed in January 2022 continued to support the conclusions of the Groundwater Limitations Compliance Report and did not recommend any additional BPTCs.

The January 2022 Annual Background Groundwater Quality Evaluation report did identify one compliance well as exceeding background levels for total coliform organisms. Therefore, the annual evaluation indicated that the City may need to replace that well, in addition to other wells that have shown intermittent detections of total coliform organisms. Several of the existing monitoring wells are over 20 years old and could require replacement to address the observed coliform issues. Final determination of whether to replace or remove monitoring wells from the City's monitoring well network should be made as part of the proposed update to the WDRs detailed below.

WDRs Update

This proposal includes tasks to assist the City with preparing a WDRs modification request and assisting the City through the WDRs modification process. This proposal assumes that the permit modification request will be developed and submitted in FY 22/23 and that the revised WDRs will be issued by the Regional Board within FY 23/24. However, the timeline for these efforts could extend beyond FY 23/24.

Benefits of WDRs Modifications

As noted above, the WDRs were last issued in 2013 and do not have an expiration date. However, the majority of the text and requirements in the current WDRs were originally developed in 2007. Therefore, the current WDRs generally reflect Regional Board permit requirements from about 15 years ago. Recent land discharge permits issued by the Regional Board include more streamlined discharge requirements than the City's current WDRs, including monitoring and reporting requirements. Modifying the City's WDRs to include these streamlined approaches would provide greater flexibility for WPCF staff in operating the land application activities and improve the ability for the City to demonstrate compliance with permit requirements. These changes would include removing the hydraulic loading limitations and allowing for water quality loading limits to be evaluated as an average over several fields.

The process of updating the WDRs can also facilitate desired changes to the City's monitoring well network. The City's monitoring well network consists of eleven compliance wells and three background wells. This network is relatively extensive compared to other similar agencies conducting land application of recycled water and biosolids. Routine groundwater elevation and water quality data has been collected from all these wells since 2008 – over 10 years – and some even as far back as 1998 – over 20 years. Several of these existing wells do not provide information that is informative with respect to groundwater compliance and can be removed from the monitoring well network. As noted above, there may also be a need to replace some of the older wells that are showing total coliform contamination. As part of the permit renewal process, West Yost will review the City's existing monitoring well network and provide suggested revisions. A request for these revisions will be included as a component of the WDRs modification request.

The City also currently has a separate Recycled Water NOA under the General WRRs for the tertiary storage pond constructed in late 2019. The Regional Board permitted this pond under the Recycled Water NOA to avoid reopening the WDRs. To simplify the City's monitoring and reporting program over the long term, the requirements related to the tertiary pond should be incorporated into the renewed WDRs. West Yost will also work with the City to determine if the allowance for a potential future Fill Station provided under the NOA is also desired to be included in the renewed WDRs.

The current WDRs also include a compliance schedule for the City to comply with the groundwater limitations in the permit, and the City has completed the required action items of this compliance schedule. With the proposed renewal of the WDRs, the Regional Board should address the City's evaluation of compliance with groundwater limitations and/or issue a compliance order related to the ongoing impacts observed near WSM-2. At a minimum, the completed compliance schedule should be removed from the WDRs. Whether the Regional Board will include revised requirements in the revised WDRs or issue some other compliance order during the term of this proposal is unknown. Therefore, this proposal does not include specific scope and budget to address additional groundwater limitation requirements. However, tasks are included for general regulatory program management and as-needed WPCF support services that could partially accommodate support needed if the Regional Board chooses to include additional groundwater limitation requirements in the revised WDRs and/or issue some other compliance order related to the City's groundwater studies.

Finally, the City is in the process of evaluating a potential recycled water discharge to a new NCPA facility that will result in changes to how the land application system is operated. These planned/potential changes will be described in the WDRs modification request so that the new operations are permitted through the renewed WDRs. Requesting a permit for this modification now will allow the City to fast track this potential operational change over the next few years.

Requirements for a Permit Modification Request

The City and West Yost staff met with Regional Board permitting staff in August 2021 to discuss potential modifications to the WDRs, and what process would be needed to obtain a revised permit. The Regional Board staff were amenable to the proposed modifications and recommended that the City prepare an Addendum to the previously submitted permit application (Report of Waste Discharge, or ROWD), which was submitted to the Regional Board in 2012.

Regional Board staff requested that the ROWD Addendum address all components of the Regional Board's recent guidance document on ROWDs for land discharge permits: *Technical Information for a Report of Waste Discharge*. In general, most of the information needed to support the ROWD Addendum is already available to West Yost and/or requires some modest updates. For information already addressed in the 2012 ROWD, the ROWD Addendum can simply refer to the previous ROWD and provide any necessary updates.

Permit Adoption Process

The Regional Board is expected to issue two permit drafts based on the information received in the ROWD Addendum. The first draft will be a non-public Administrative Draft Order for City review, the second draft will be a Tentative Draft Order issued for public review. It is in the interest of the City to thoroughly review these draft documents and prepare comments, particularly on issues that can impact long-term WQCF operations and costs. Based on West Yost's experience, critical permit changes need to be made during the Administrative Draft Order phase, because once the Tentative Draft Order is made public, Regional Board staff are more reluctant to make significant changes.

The Regional Board staff are expected to provide a 30-day review period for the Administrative Draft Order. The Tentative Draft Order by statute also has a 30-day review period. West Yost has successfully negotiated permit terms during the Administrative Draft Order phase leaving the Tentative Draft Order review phase to be a fairly simple effort. However, there are several unique conditions associated with the City's land discharge permit, and it is difficult to predict at this time the level of effort needed to support review of the Administrative Draft Order and Tentative Draft Order. Moreover, there is a possibility that more than one Administrative Draft Order and Tentative Draft Order will need to be issued. Therefore, the work related to the permit review tasks will be limited to the hours identified in this proposal.

Based on West Yost's experience working with Central Valley dischargers on WDRs renewals for land application sites, it is expected that the new WDRs will be formally adopted by the Regional Board as a consent item – meaning there will be no discussion of the WDRs at the Board meeting. If any significant issues are identified that result in the City or other parties contesting the adoption of the new WDRs, however, there will be a formal hearing by the Regional Board for the WDRs adoption. Work related to a permit hearing may include preparing supplemental information to support the agency with their contest of the permit, preparing responses to other parties that have contested the permit, and preparation of these materials for presentation at the Regional Board hearing. The current proposal does not include support specifically related to a permit hearing. However, as noted previously, tasks are included for general regulatory program management and as-needed WPCF support services that could potentially accommodate support related to a permit hearing.

General WRRs and Recycled Water NOA

As noted previously, the tertiary storage pond is currently permitted under the General WRRs and the Recycled Water NOA. The Recycled Water NOA also permits a proposed recycled water Fill Station at the WPCF. The Recycled Water NOA was issued in December 2018 and does not have an expiration date. The scope and fee estimate provided in this proposal do not include support services related to the development of and/or permit compliance for a Recycled Water Fill Station. In addition, although the Recycled Water NOA would no longer be the permit for tertiary pond use with adoption of the renewed WDRs, this proposal assumes that West Yost will continue to provide monitoring and reporting requirements related to the tertiary pond operations through FY 23/24. This assumption is necessary because it is unclear when the WDRs will be adopted.

MAJOR ASSUMPTIONS

Major assumptions pertinent to more than one task of this project are detailed below:

- West Yost will rely on the support from Somach Simmons and Dunn (SSD), an environmental law firm that specializes in serving California permittees on discharge permit issues, should the need arise, as with our previous regulatory support services contracts with the City. A nominal budget has been included under the Regulatory Program Management tasks for SSD assistance.
- The City will continue to contract separately with Robertson Bryan, Inc. for support related to toxicity or temperature study efforts, consistent with West Yost's current contract. Therefore, this proposal does not include significant support related to these efforts. The City has not had recent toxicity issues under the NOA, but ongoing toxicity support may be needed during term of the new contract.
- The City will be responsible for completing any sampling needed to achieve the objectives of the tasks outlined in the scope of services, and the City will contract directly with a certified laboratory for completing any necessary analytical efforts. Under the Regulatory Program Management tasks described herein, West Yost will provide support for coordinating any necessary sampling and analysis efforts with other regulatory needs.

Additional assumptions specific to each task are also included with the scope of services.

SCOPE OF SERVICES

Phase 1

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 22/23 (Phase 1). As described further below, the key tasks necessary to perform this scope of services are as follows:

- Task 1.1 Project Management
- Task 1.2 Regulatory Program Management
- Task 1.3 Land Application Monitoring Coordination and Reporting
- Task 1.4 Groundwater Reporting Support
- Task 1.5 Surface Water Discharge Permit NOI Preparation
- Task 1.6 ROWD Addendum/WDRs Modification
- Task 1.7 As Needed WPCF Support Services

Task 1.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

This task also includes a Kickoff Meeting at the beginning of FY 22/23 to discuss the scope of services, data needed by West Yost to complete the scope of services, and any specific concerns City staff have with the current discharge/reuse permits. West Yost will develop a draft agenda for the kickoff meeting, and provide a follow-up email with agreed-upon actions items.

In addition, to ensure continued achievement of consistently high-quality work products, and in accordance with the West Yost Quality Assurance/Quality Control (QA/QC) policy, a West Yost staff member at the Principal Engineer level or higher will review significant work products. This task includes coordination of these QA/QC efforts.

Task 1.1 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.
- West Yost will prepare a draft meeting agenda in MS Word format prior to the Kickoff Meeting.
- West Yost will provide an email summarizing action items from the Kickoff Meeting within one week of the meeting.

Task 1.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 22/23. Assistance under this task may include, but is not limited to, the following services:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.
6. Supporting the City to respond to mercury monitoring and reporting requirements required as part of the Regional Board's mercury Total Maximum Daily Load effort.
7. Completing reviews of collected monitoring data to identify potential future regulatory concerns, such as for PFAS (Per- and Polyfluoroalkyl Substances) in wastewater effluent, biosolids and groundwater underlying the WPCF.
8. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
9. Attending and preparing for meetings to discuss the results of regulatory program management activities.
10. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
11. Providing minor support related to the following:
    - Title 22 Issues;
    - Toxicity Reduction Evaluation efforts being completed separately; or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of services, the task budget may also be directed toward the completion of other efforts.

Task 1.2 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services under this task are requested.

Task 1.3 Land Application Monitoring Coordination and Reporting

West Yost's efforts during FY 23/24 will include the following services:

- Review the 2022 land application monitoring data and development of the 2022 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2023. This report will summarize the monthly and annual hydraulic and nutrient loadings from recycled water and biosolids applications to the WPCF land application area for the prior year, provide an assessment of compliance with land application area loading limits and related requirements, discuss any corrective actions taken or needed, and discuss the cropping and irrigation plan for the coming year.
- Prepare the online 2022 Annual Biosolids Application Report, which is an online form that documents the City's biosolids production and reuse practices for the prior year and is due to the USEPA by February 19, 2023.
- Prepare the nine monthly land application reports required under the WDRs for the months of June 2022 through May 2023.
- Participate in an annual land management kickoff meeting in early 2023 to discuss planned annual operations and up to nine monthly meetings between July 2022 and June 2023 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.
- Complete an analysis of appropriate biosolids application by field and coordination with the City agronomist and farmers for the Fall 2022 and Spring 2023 biosolids application on the land application areas.
- Prepare quarterly tertiary pond reports required under Recycled Water NOA for Second Quarter 2022 through First Quarter 2023.
- Prepare annual report on 2022 tertiary pond activities required under the Recycled Water NOA and due to the Regional Board by April 1, 2023.

Task 1.3 Assumption

- The farmers/agronomist will provide the City/West Yost a list of fields proposed for biosolids application at least two weeks prior to each planned application event.

Task 1.3 Deliverables

- West Yost will prepare a draft and final 2022 Annual Land Management Reports and Draft 2022 Annual Biosolids Application Report in PDF format.
- West Yost will prepare draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.
- West Yost will prepare a draft and final monthly land application reports in PDF format.
- West Yost will prepare emails with recommended biosolids applications (fall and spring)
- West Yost will prepare a draft and final tertiary pond quarterly reports in PDF format.
- West Yost will prepare a draft and final tertiary pond annual report in PDF format.

Task 1.4 Groundwater Reporting Support

West Yost's efforts during FY 22/23 will include development of the following:

- **Quarterly Self-Monitoring Reports for Second Quarter 2022 through First Quarter 2023:** These efforts will include coordination with City staff for the respective data and information, compilation of attachments and development of draft cover letter for each report.
- **Quarterly groundwater elevation contour maps:** These are part of the Quarterly Self-Monitoring Reports, and will be developed using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions.
- **2022 Annual Groundwater Evaluation Report:** This effort includes a statistical analysis of 2022 groundwater quality data, a determination of compliance with the groundwater limitations for each constituent monitored and compliance well, and identification and assessment of potential groundwater limitation compliance strategies, as needed. The Groundwater Evaluation Report is intended to be attached to the Annual Report under the WDRs developed by the City.

Task 1.4 Assumption

- The City will prepare the additional elements of the Annual Report beyond the Annual Groundwater Evaluation Report.

Task 1.4 Deliverables

- West Yost will prepare draft and final quarterly reports, including figures depicting the quarterly groundwater contour information, for Third Quarter 2022 through Second Quarter 2023, in PDF format.
- West Report will prepare an Annual Groundwater Evaluation Report summarizing the statistical analysis and compliance/corrective actions in PDF format, to be incorporated into the City's Annual Report.

Task 1.5 Surface Water Discharge Permit NOI Preparation

West Yost will prepare an NOI package for submittal to the Regional Board by April 1, 2023, to allow for continued discharge of disinfected tertiary effluent to Dredger Cut. The NOI package will include the following items:

- Completed Regional Board's NOI form with site-specific information
- Supporting report that describes the following:
  - facility overview
  - basic facility and discharger information
  - summary of recent effluent monitoring results, focused on outlier data that could result in effluent limits
  - recent operational changes and modifications
  - planned operational changes and modifications
  - pretreatment program activities
  - site map and flow schematic
- Cover letter

West Yost will also participate in discussions with Regional Board staff, as needed, to discuss the NOI submission and/or City comments. It is difficult to predict the level of effort that will be needed to respond to Regional Board questions, so the scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time-and-materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be warranted in the future. Conversely, if the estimated fee is not expended in the timeframe anticipated for this scope of work, it may be directed toward the completion of other efforts.

Task 1.5 Deliverables

- West Yost will provide a draft and final Notice of Intent package in PDF format
- West Yost will provide draft NOI cover letter in MS Word format
- West Yost will coordinate additional deliverables for this task with the City staff if such services are required.

Task 1.6 ROWD Addendum/WDRs Modification Application

West Yost will prepare an ROWD Addendum for the City that identifies where the information listed in the Regional Board's ROWD guidance document can be found in reports previously prepared by the City, including the 2012 ROWD. A completed Form 200 will also be prepared with the ROWD Addendum.

Items that will be updated include at a minimum the following:

- Acknowledgement of no significant updates to the WPCF treatment facilities since 2012
- Description of planned/potential changes to the WPCF treatment facilities
- Summaries of influent and effluent flows from recent years, including irrigation flows
- Description of any updates to the WPCF land application activities and other reuse activities since 2012, including construction of the tertiary pond in 2019
- Discussion of proposed changes to the City's monitoring and reporting practices to be consistent with current Regional Board standards
- Description of planned/potential changes to the WPCF land application and reuse operations
- Summary of groundwater quality compliance and related reports submitted to the Regional Board since 2013
- Description of recent compliance history with the WDRs requirements

Items that will be developed and updated from other recent City/West Yost reports with City staff include the following:

- A current water balance of the WPCF pond system
- Descriptions of facility operations and maintenance

Items that will be briefly described and referenced as being detailed in other reports that will be provided on a OneDrive website for Regional Board reference include the following:

- Compliance of recycled water production and use with the State's Title 22 requirements, as documented in the City's *Title 22 Engineering Report*.
- BPTC compliance activities during the term of the WDRs in accordance with the current WDRs compliance schedule

Because the compliance schedule has been completed, the ROWD Addendum will also include a request to revise language related to the groundwater limitations.

Finally, West Yost will review the City's historical monitoring well groundwater elevation and water quality results and develop a recommended plan for reducing the number of monitoring wells needed for monitoring the groundwater underlying the WPCF. The recommended plan will identify functionally redundant monitoring wells and wells that are not sufficiently downgradient of the City's land application activities to provide information on potential impacts at the "point of compliance" of the City's property line. The plan will also identify well that should be replaced/relocated to address concerns related coliform contamination.

A draft ROWD Addendum package will be prepared for City review. West Yost will coordinate a meeting with City staff following submittal of the draft ROWD Addendum to discuss City comments on the draft document. The final ROWD Addendum package will be prepared that incorporates City comments.

Task 1.6 Deliverables

- West Yost will provide a draft and final ROWD Addendum, including Form 200, in PDF format
- West Yost will provide a draft cover letter for ROWD Addendum in MS Word format

Task 1.7 As-Needed WPCF Support Services

During FY 22/23, the City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 1.7 Deliverables

- West Yost will be coordinated with the City staff if services are requested.

Phase 2

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 23/24 (Phase 2). As described further below, The key tasks necessary to perform this proposed scope of services are as follows:

- Task 2.1 Project Management
- Task 2.2 Regulatory Program Management
- Task 2.3 Land Application Monitoring Coordination and Reporting
- Task 2.4 Groundwater Reporting Support
- Task 2.5 Surface Water Discharge Permit Adoption Support
- Task 2.6 WDRs Adoption Support
- Task 2.7 As Needed WPCF Support Services

Task 2.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

In addition, to ensure continued achievement of consistently high-quality work products, and in accordance with the West Yost QA/QC policy, a West Yost staff member at the Principal Engineer level or higher will review significant work products. This task includes coordination of these QA/QC efforts.

Task 2.1 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.

Task 2.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 23/24. Assistance under this task may include, but is not limited to, the following services:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.
6. Supporting the City to respond to mercury monitoring and reporting requirements required as part of the Regional Board's mercury Total Maximum Daily Load effort.
7. Completing reviews of collected monitoring data to identify potential future regulatory concerns.
8. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
9. Attending and preparing for meetings to discuss the results of regulatory program management activities.
10. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
11. Providing minor support related to the following:
    - Title 22 Issues;
    - Toxicity Reduction Evaluation efforts being completed separately; or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of services, the task budget may also be directed toward the completion of other efforts.

Task 2.2 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services under this task are requested.

Task 2.3 Land Application Monitoring Coordination and Reporting

West Yost's efforts during FY 23/24 will include the following services:

- Review the 2023 land application monitoring data and development of the 2023 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2024. This report will summarize the monthly and annual hydraulic and nutrient loadings from recycled water and biosolids applications to the WPCF land application area for the prior year, provide an assessment of compliance with land application area loading limits and related requirements, discuss any corrective actions taken or needed, and discuss the cropping and irrigation plan for the coming year.
- Prepare the online 2023 Annual Biosolids Application Report, which is an online form that documents the City's biosolids production and reuse practices for the prior year and is due to the USEPA by February 19, 2024.
- Prepare the nine monthly land application reports required under the WDRs for the months of June 2023 through May 2024.
- Participate in an annual land management kickoff meeting in early 2024 to discuss planned annual operations and up to nine monthly meetings between July 2023 and June 2024 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.
- Complete an analysis of appropriate biosolids application by field and coordination with the City agronomist and farmers for the Fall 2023 and Spring 2024 biosolids application on the land application areas.
- Prepare quarterly tertiary pond reports required under Recycled Water NOA for Second Quarter 2023 through First Quarter 2024.
- Prepare annual report on 2023 tertiary pond activities required under the Recycled Water NOA and due to the Regional Board by April 1, 2024.

Task 2.3 Assumption

- The farmers/agronomist will provide the City/West Yost a list of fields proposed for biosolids application at least two weeks prior to each planned application event.

Task 2.3 Deliverables

- West Yost will provide a draft and final 2023 Annual Land Management Reports and Draft 2023 Annual Biosolids Application Report in PDF format.
- West Yost will prepare a draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.
- West Yost will provide a draft and final monthly land application reports in PDF format.
- West Yost will prepare emails with recommended biosolids applications (fall and spring)
- West Yost will prepare a draft and final tertiary pond quarterly reports in PDF format.
- West Yost will provide a draft and final tertiary pond annual report in PDF format.

Task 2.4 Groundwater Reporting Support

West Yost's efforts during FY 23/24 will include development of the following:

- **Quarterly Self-Monitoring Reports for Second Quarter 2023 through First Quarter 2024:** These efforts will include coordination with City staff for the respective data and information, compilation of attachments and development of draft cover letter for each report.
- **Quarterly groundwater elevation contour maps:** These are part of the Quarterly Self-Monitoring Reports, and will be developed using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions.
- **2023 Annual Groundwater Evaluation Report:** This effort includes a statistical analysis of 2023 groundwater quality data, a determination of compliance with the groundwater limitations of the WDRs for each constituent monitored and compliance well, and identification and assessment of potential groundwater limitation compliance strategies, as needed. The Groundwater Evaluation Report is intended to be attached to the Annual Report under the WDRs developed by the City.

Task 2.4 Assumption

- The City will prepare the additional elements of the Annual Report beyond the Annual Groundwater Evaluation Report.

Task 2.4 Deliverables

- West Yost will prepare a draft and Final quarterly reports, including figures depicting the quarterly groundwater contour information, for Third Quarter 2023 through Second Quarter 2024, in PDF format.
- West Yost will provide an Annual Groundwater Evaluation Report summarizing the statistical analysis and compliance/corrective actions in PDF format, to be incorporated into the City's Annual Report.

Task 2.5 Surface Water Discharge Permit Adoption Support

West Yost will review the Draft NOA for errors or concerns relative to the City's current NOA and other recent, similar NOAs issued by the Regional Board. West Yost will prepare a list of suggested comments for City consideration and participate in a conference call with City staff to discuss the suggested comments. Following this discussion, West Yost will prepare a draft comment document for City staff review. Following this review, West Yost will prepare a final comment document for City submission to the Regional Board. It is assumed that comments on the Draft NOA, if any, will be minor and can be addressed in a letter from the City to the Regional Board. West Yost will also participate in discussions with Regional Board staff, as needed, to discuss the City comments.

It is difficult to predict the level of effort that will be needed to respond to Regional Board requests and review and respond to the draft permit, so the scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time-and-materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be warranted in the future. Conversely, if the estimated fee is not expended in the timeframe anticipated for this scope of work, it may be directed toward the completion of other efforts.

Task 2.5 Deliverables

- West Yost will provide a draft comment document in MS Word format
- Additional deliverables for this task are dependent on the additional effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate additional deliverables for this task with the City staff if and when such services are required.

Task 2.6 WDRs Adoption Support

West Yost will complete a review of the Administrative Draft Order and Tentative Draft Order. These reviews will include a thorough read-through the orders for errors or concerns relative to the City's current permit and other recent, similar permits issued by the Regional Board and development of a comment document on the City's behalf.

The Regional Board staff are expected to provide a 30-day review period for the Administrative Draft Order and A 30-day review period will be provided for the Tentative Draft Order. The following procedure outlines our strategy and scope for developing a comprehensive comment letter on these orders in that limited timeline:

- West Yost will develop a table summarizing all suggested comments within 10 days of receiving the Draft Order.
  (Cumulative Time Passed: 10 days)
- Within three days of submitting this list to the City, West Yost will meet with City staff to discuss the suggested comments and obtain input regarding any City comments.
  (Cumulative Time Passed: 13 days)
- West Yost will develop a draft comment document for City review within five days of the City meeting, ensuring the document is submitted to the City within three weeks of receiving the Draft Order. The comment document will be prepared as a stand-alone document for attachment to a City cover letter.
  (Cumulative Time Passed: 18 days)

- The City will have five days to review the comment document.
  (Cumulative Time Passed: 23 days)
- West Yost will develop a screen-check version within two days of receiving City comments.
  (Cumulative Time Passed: 25 days)
- City review and finalization of the comment document and cover letter will then need to be completed and the documents submitted within five days.
  (Cumulative Time Passed: 30 days)

It is expected that at least one meeting with Regional Board staff will be needed to discuss the City's comments on the Administrative Draft Order and one meeting to discuss City comments on the Tentative Draft Order. Additional meetings, if needed, would be accommodated under the Regulatory Program Management task (Task 2.2). A preliminary draft agenda will be prepared for City staff review at least one week prior to these meetings and a draft agenda prepared and submitted to the City and Regional Board staff at least one day prior to the meeting. An email listing the significant decisions made will also be developed following the meeting to document decisions made for all meeting participants.

Given the complexity of the City's land application operations and the age of the existing land application permits, preparing comments on the Administrative Draft Order and Tentative Draft Order could require a similar level of effort. The level of effort required for this task can only be estimated prior to issuance of the Administrative Draft WDRs, so the associated fee estimate presented in this letter proposal is based on West Yost's understanding of the City's permit needs. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future.

Task 2.6 Assumptions

- During review and negotiation of the new WDRs, West Yost may identify the need for the City to enlist the assistance of legal counsel in evaluating legal issues with the wastewater discharge permit. West Yost will work with the City to identify an appropriate support team for these efforts. If needed, legal support services could be procured through the West Yost contract and billed under the Regulatory Program Management task (Task 2.2).

Task 2.6 Deliverables

- West Yost will provide a list of suggested comments on the Administrative Draft WDRs in PDF format.
- West Yost will provide a draft and final comment documents on the Administrative Draft WDRs in PDF format.
- West Yost will provide preliminary draft meeting agenda in MS Word format and draft meeting agenda in PDF format for two meetings with the Regional Board.
- West Yost will provide an email with decisions to meeting participants.
- West Yost will prepare a list of suggested comments on the Tentative Draft WDRs in PDF format.
- West Yost will prepare a draft and final comment documents on the Tentative Draft WDRs in PDF format.

Task 2.7 As-Needed WPCF Support Services

During FY 23/24, the City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 2.7 Deliverables

- Deliverables for this task will be coordinated task with City staff if services under this task are requested.

ESTIMATED FEE

The estimated fee for each of the tasks described above and total estimated fee are shown in Table 1. West Yost will perform all work on an hourly basis at standard company charge rates and will not exceed the estimated cost without written authorization. Attachment A provides West Yost's 2022 charge rate schedule.

If additional budget is required to complete the Scope of Services identified herein, West Yost will request City authorization prior to exceeding the budget. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Project Fee for FY 22/23 and FY 23/24 Regulatory Support

Task	West Yost Fee, dollars	SSD Fee, dollars	Total Fee, dollars
Phase 1			
Task 1.1 Project Management	7,800	0	7,800
Task 1.2 Regulatory Program Management	13,900	5,000	18,900
Task 1.3 Land Application Monitoring Coordination and Reporting	63,500	0	63,500
Task 1.4 Groundwater Reporting Support	26,300	0	26,300
Task 1.5 Surface Water NOI Preparation	24,800	0	24,800
Task 1.6 ROWD Addendum/WDRs Modification Request	54,400	0	54,400
Task 1.7 As-Needed WPCF Support Services	14,300	0	14,300
Subtotal for Phase 1 (FY 22-23)	**$205,000**	**$5,000**	**$210,000**
Phase 2			
Task 2.1 Project Management	4,700	0	4,700
Task 2.2 Regulatory Program Management	14,600	5,000	19,600
Task 2.3 Land Application Monitoring Coordination and Reporting	66,400	0	66,400
Task 2.4 Groundwater Reporting Support	27,500	0	27,500
Task 2.5 Surface Water Discharge Permit Adoption Support	10,600	0	10,600
Task 2.6 WDRs Adoption Support	59,300	0	59,300
Task 2.7 As-Needed WPCF Support Services	15,000	0	15,000
Subtotal for Phase 2 (FY 23-24)	**$198,100**	**$5,000**	**$203,100**
Total Project Budget	**$403,100**	**$10,000**	**$413,100**

SCHEDULE

West Yost anticipates conducting a kickoff meeting with City staff within four weeks after receiving notice to proceed. We anticipate that a draft ROWD Addendum would be provided to the City for review within four months of the kickoff meeting, and a final ROWD Addendum would be submitted within a month of receiving comments on the draft from the City.

Other deliverables with specific regulatory deadlines will be developed in time to provide City staff at least one week for review of draft deliverables prior to preparing final documents. The timing of the remaining deliverables, such as draft permit comments, will depend on the Regional Board and cannot be estimated at this time.

Thank you for providing West Yost the opportunity to be of continued service to the City of Lodi with permitting services for the WPCF. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST

Charles Hardy, PE
RCE #71015

Kathryn Gies, PE
RCE #65022

Attachment A: West Yost 2022 Billing Rate Schedule

Attachment A

West Yost 2022 Billing Rate Schedule

2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$318
Engineer/Scientist/Geologist Manager I / II	$301 / $315
Principal Engineer/Scientist/Geologist I / II	$272 / $289
Senior Engineer/Scientist/Geologist I / II	$244 / $256
Associate Engineer/Scientist/Geologist I / II	$209 / $224
Engineer/Scientist/Geologist I / II	$168 / $195
Engineering Aide	$98
Field Monitoring Services	$90
Administrative I / II / III / IV	$86 / $109 / $130 / $144
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$313 / $315
Principal Tech Specialist I / II	$287 / $297
Senior Tech Specialist I / II	$263 / $275
Senior GIS Analyst	$238
GIS Analyst	$225
Technical Specialist I / II / III / IV	$168 / $191 / $215 / $240
Technical Analyst I / II	$120 / $144
Technical Analyst Intern	$97
Cross-Connection Control Specialist I / II / III / IV	$125 / $136 / $152 / $170
CAD Manager	$189
CAD Designer I / II	$147 / $166
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$304
Construction Manager I / II / III / IV	$185 / $199 / $211 / $267
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$162 / $180 / $201 / $209
Apprentice Inspector	$147
CM Administrative I / II	$79 / $106
Field Services	$209

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice

2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)*

WEST YOST
Water Engineered

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$270 / day
Aquacalc / Pygmy or AA Flow Meter	$28 / day
Emergency SCADA System	$35 / day
Gas Detector	$80 / day
Generator	$39 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Controller	$75 / day
Powers Water Level Meter	$32 / day
Precision Water Level Meter	$19 / day
Stainless Steel Wire per foot	$0.03 / day
Storage Tank	$15 / day
Sump Pump	$24 / day
Transducer Components (per installation)	$23 / day
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	$22 / day
Turbidity Meter	$22 / day
Vehicle	$10 / day
Water Flow Probe Meter	$20 / day
Water Quality Meter	$27 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

Exhibit 1A

AMENDMENT NO. 1

WEST YOST & ASSOCIATES, INC.
TASK ORDER NO. 49

THIS AMENDMENT, made and entered this 12th day of ~~February~~ April, 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST YOST & ASSOCIATES, INC., a California corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into Task Order No. 49 (the "Agreement") on September 1, 2020, attached hereto as Exhibit 1, and made a part hereof; and

2. WHEREAS, CITY requested to increase the fees under the agreement by $62,100, for a total not to exceed amount of $255,800, and amend the existing scope of services for Regulatory Services at White Slough Water Pollution Control Facility, attached hereto as Exhibit 2 and made part of; and

3. WHEREAS, CONTRACTOR agrees to said amendments; and

NOW, THEREFORE, the parties agree to amend the not to exceed amount under 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
Herein above called "CITY"

By: _____
STEPHEN SCHWABAUER
City Manager

WEST YOST & ASSOCIATES, INC., a California corporation
Hereinabove called "CONTRACTOR"

By: _____
JEFFREY PELZ
Vice President

Attest:

_____
for. JENNIFER CUSMIR
City Clerk

Approved as to Form

_____
JANICE D. MAGDICH
City Attorney

Exhibit 2

WEST YOST
Water. Engineered.

1001 Galaxy Way
Suite 310
Concord CA 94520

925.349 5800 phone
530.756.5991 fax
westyost.com

May 28, 2021

SENT VIA: EMAIL

Mr. Lance Roberts
Utilities Manager
City of Lodi
1331 South Ham Lane
Lodi, CA 95240

SUBJECT: Budget Augmentation Request No. 2 for WPCF Regulatory Services for FY 20/21 and FY 21/22

Dear Mr. Roberts:

Since July 2020, West Yost has been providing regulatory and planning support services to the City of Lodi (City) for the Water Pollution Control Facility (WPCF) under the Regulatory Services for Fiscal Year (FY) 20/21 and FY 21/22 (the "Project"). The purpose of this letter is to request an amendment to the scope and budget for this Project.

Included in this letter are background information on the additional services needed, a summary of West Yost's current scope of services, a description of the scope of services for the additional efforts, and a requested budget augmentation.

BACKGROUND

The original scope of services for the Project included providing routine land application reporting support and "as needed" compliance support through FYs 20/21 and 21/22. During completion of services through FY 20/21, it became apparent that City staff require more reporting and as-needed support than had originally been anticipated. In addition, several Requests for Information (RFIs) have been issued over the last nine months that have required support from West Yost to complete: two from the Regional Water Quality Control Board (Regional Board) and two from the U.S. Environmental Protection Agency (USEPA). A contract amendment was approved by the City Council in February 2021 related to two of these RFIs. After development of the previous amendment request, both agencies issued additional information requests to the City, which West Yost has supported. Additional information regarding these additional services items is provided below.

Reporting and Regulatory Compliance Support

The land application practices activities associated with the WPCF are permitted by the Regional Board under *Waste Discharge Requirements and Master Reclamation Permit* Order No. R5-2007-0113-01 (WDRs). The WDRs require submission of monthly, quarterly and annual Self-Monitoring Reports (SMRs) to the Regional Board. Discharges of tertiary effluent to the City's new Tertiary Storage Pond and use of the stored recycled water are separately subject to a Notice of Applicability (NOA) No. 2016-0068-DDW-R5007 that requires submission of separate quarterly and annual SMRs on the pond water to the Regional Board.

During development of the current scope of work, the City had a staff person specifically dedicated to preparing compliance documents in addition to the WPCF staff, and the scope of service reflects the assumption that West Yost would only serve as a secondary review. With the departure of this staff person, West Yost has had to step in and provide more of a leadership role in the report development. It is anticipated that this role will continue through FY 21/22.

In addition, turbidity measurements in the WPCF's tertiary effluent have in several recent months shown potential exceedances of permit limits. Assisting WPCF staff with documenting and troubleshooting the turbidity measurements and corrective actions in monthly SMRs has required significant, substantial effort beyond that originally anticipated.

2021 Regional Board Draft SMR Review

On October 13, 2020, Regional Board staff submitted comments and questions to the City on the City's April 2019 SMR; and on October 27, 2020, the Regional Board submitted an additional set of questions along with a table listing missing data for monthly and quarterly SMRs from the period of April 2019 through August 2020. On January 11, 2021, the Regional Board issued a "Draft SMR Review" as a follow up to the 2020 RFIs that included six categories of information. The Draft SMR Review required review to confirm its accuracy and development of additional responses.

2021 USEPA RFI

The USEPA has jurisdiction over the WPCF biosolids operations in accordance with Section 40, Part 503 of the Code of Federal Regulations (40 CFR 503). The City submits annual reports to the USEPA to describe the City's compliance with the requirements 40 CFR 503.

The City received an RFI letter dated September 8, 2020, from the USEPA Region 7 seeking information regarding the City's compliance with requirements of 40 CFR 503, specifically for biosolids generated at the WPCF in 2019 and 2020. Six categories of information were requested, with sixteen different items required for each year. A second RFI was received on April 8, 2021, requesting similar information from November 2020 through the date of the letter.

CONTRACTED SCOPE OF SERVICES

The Scope of Services for the Project includes several tasks, split into two phases. Phase 1 Scope of Services was envisioned to cover tasks required within the first FY (i.e. FY 2020/2021) and Phase 2 within the second FY (i.e. FY 2020/2021). FY 20/21 runs through June 2021, so the Project is currently within Phase 1.

The Phase 1 Scope of Services includes the following tasks:

- Task 1.1 Project Management
- Task 1.2 Regulatory Program Management
- Task 1.3 Land Application Monitoring Coordination
- Task 1.4 Groundwater Reporting Support
- Task 1.5 NOA Adoption Support
- Task 1.6 Place of Use Change Petition Support
- Task 1.7 As-Needed WPCF Support Services

The Phase 2 Scope of Services includes the following tasks:

- Task 2.1 Project Management
- Task 2.2 Regulatory Program Management
- Task 2.3 Land Application Monitoring Coordination
- Task 2.4 Groundwater Reporting Support
- Task 2.7 As-Needed WPCF Support Services

The additional efforts described herein would be included under Tasks 1.1, 1.2, 1.3, 2.2, and 2.3.

Project Management (Task 1.1)

The complexities of preparing responses to the various Regional Board and USEPA responses have required additional Project Manager coordination of West Yost staff than anticipated under the current scope of services. Additional Project Management effort has also been needed to support development and processing of the previous budget augmentation request and development of the current budget augmentation request.

Regulatory Program Management (Tasks 1.2 and 2.2)

West Yost provides the City with assistance related to understanding general regulatory compliance issues, implementing the measures needed to achieve compliance, and responding to information requests from the Regional Board (or USEPA). The specific work and deliverables under this task are defined in partnership with the City as needs arise, and scope is limited to the work that can be performed within the budget allocated. Th budget under this task was increased with the previous contract amendment to cover the following services:

- Responding to the 2020 Regional Board RFI;
- Responding to the 2020 USEPA RFI;
- Developing a revised April 2020 Self-Monitoring Report (SMR) and several revised quarterly SMRs in response to items identified in the 2020 Regional Board RFI; and
- Developing updates to the City's 2021 land management spreadsheets in response to the 2020 Regional Board RFI.

Land Application Monitoring Coordination (Tasks 1.3 and 2.3)

This task involves providing the following services:

- Review the land application monitoring data and develop two Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2021, and February 1, 2022.
- Prepare two online Annual Biosolids Application Report, due to the USEPA by February 19, 2021, and February 19, 2022. Reports are certified and submitted by City staff.
- Review of the monthly land application reports under the WDRs completed for the months of June 2020 through May 2022.
- Participation in annual land management kickoff meetings in early 2021 and early 2022 to discuss planned annual operations and up to eighteen monthly meetings between July 2020 and June 2022 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.

ADDITIONAL SCOPE OF SERVICES

Task 1.1. Project Management

Additional project management effort is needed to coordinate preparation of responses to the 2021 USEPA and Regional Board RFIs and to develop and process the previous budget augmentation request and develop the current budget augmentation request.

Tasks 1.2 and 2.2. Regulatory Program Management

The following services are required to assist the City in responding to the April 2021 USEPA RFI:

- Coordinate with City staff to provide additional data and information to adequately respond to the USEPA request;
- Coordinate with City staff to document volatile solids reduction data from November 2020 through March 2021 to address USEPA vector attraction reduction requirements;
- Prepare a draft letter response to the RFI; and
- Participate in a conference call with City staff to discuss the draft letter response.

In addition, the following additional services are required to assist the City during FYs 20/21 and 21/22:

- Preparation of eight quarterly tertiary pond SMRs;
- Preparation of two annual tertiary pond SMRs; and
- Review of monthly surface discharge reporting spreadsheets prepared by City staff, starting with January 2021 through May 2022.

Additional Deliverables for Tasks 1.2 and 2.2

- West Yost will provide a draft and final letter and attachments providing an RFI response to the Regional Board in electronic (PDF) format.
- West Yost will provide draft reports to the City in electronic (PDF) format and submit final reports to the Regional Board on behalf of the City in electronic (PDF) format.
- West Yost will provide review comments in emails on monthly surface discharge reporting spreadsheets.

Tasks 1.3 and 2.3. Land Management Reporting Support

The following additional services are required to assist the City with regulatory reporting support during FYs 20/21 and 21/22:

- Preparation of 24 monthly land management SMRs, including review and compilation of effluent daily turbidity charts; and
- Preparation of eight quarterly land management SMRs.

Additional Deliverables for Tasks 1.3 and 2.3

- West Yost will provide draft land management reports to the City in electronic (PDF) format and submit final land management reports to the Regional Board on behalf of the City in electronic (PDF) format.

BUDGET AUGMENTATION REQUEST

The proposed additional budget for the additional services required under Tasks 1.1, 2.1, 1.2, 1.3 and 2.3 is presented in Table 1. West Yost will perform the Scope of Services on a time-and-expenses basis, based on the hours indicated and West Yost's contracted rates. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

For the tasks detailed in the table, an additional budget of $55,000 is estimated to be needed. However, the scope of another Phase 1 task was recently completed (Task 1.5 for Surface Discharge NOA Adoption Support), and transfer of the remaining available budget from Task 1.5 is proposed to offset some of the additional budget being requested. **With that adjustments, a total of $47,600 is being requested, which would increase the total Contract amount from $255,800 to $303,400.**

Table 1. Summary of Current Task Hours and Budgets and Proposed Augmentation

Task	Level of effort, hours			Estimated budget, dollars		
	Current	Proposed Augmentation	Total	Current	Proposed Augmentation	Total
Project Management						
Task 1.1. Project Management	16	6	22	3,800	1,500	5,300
Regulatory Program Management						
Task 1.2. Regulatory Program Management	282	104	386	77,100	25,700	102,800
Land Management Reporting Support						
Task 1.3. Land Application Monitoring Coordination	144	56	200	33,400	13,800	47,200
Task 2.3. Land Application Monitoring Coordination	144	56	200	34,400	14,000	48,400
Total (for tasks shown)	**586**	**222**	**808**	**148,700**	**55,000**	**203,700**

We appreciate your time in reviewing the requested modifications. Please do not hesitate to let me know if you would like to discuss the information in more detail. Thank you for your consideration in this matter.

Sincerely,

WEST YOST

Charles Hardy, PE
Senior Engineer
RCE#71015

Kathryn E. Gies, PE
Engineering Manager
RCE #65022

Task Order 49

City of Lodi

Regulatory Services for FY 20/21 and FY 21/22

West Yost Job Number 213-50-20-45

In accordance with the Task Order Agreement between City of Lodi (Client) and West Yost Associates, Inc. (Consultant), dated January 13, 1999, Consultant is authorized to complete the work scope defined in this Task Order according to the schedule and budget defined herein.

WORK SCOPE

The purpose of this project is to provide engineering services, and related assistance, to the Client in meeting permitting requirements for the White Slough Water Pollution Control Facility. The scope of the services covers most of the regulatory-related support efforts that are anticipated to be necessary during Fiscal Year 2020/2021 (FY 20/21) and Fiscal Year 2021/2022 (FY 21/22). The specific details for the work scope are provided in the attached letter proposal to Mr. Lance Roberts dated May 26, 2020, Attachment A.

BUDGET

The costs for Consultant's services as defined herein shall not exceed $193,700.

COMPENSATION

Compensation shall be in accordance with the provisions of the Task Order Agreement between Client and Consultant and the billing rate schedule as shown in Attachment A.

The compensation limit for services performed under this task order shall not exceed $193,700. If additional funds are required to complete the services defined herein beyond this limit, Consultant shall notify Client in writing prior to reaching the authorized limit and will not proceed with work in excess of the limit without the prior written approval of Client.

SCHEDULE

The proposed scope of services will cover the period beginning July 1, 2020 and ending June 30, 2022. Project work will begin with notice to proceed from the Client.

WEST YOST ASSOCIATES, INC.

Signature

Jeffrey D. Pelz
Printed Name

Vice President
Title

8/17/20
Date

CITY OF LODI

Steve Schwabauer
Signature

Stephen Schwabauer
Printed Name

City Manager
Title

September 1, 2020
Date

Approved as to Form:
Janice D. Magdich
JANICE D. MAGDICH
City Attorney

WEST YOST
ASSOCIATES

May 26, 2020

SENT VIA: EMAIL

Mr. Lance Roberts
Utilities Manager
City of Lodi
Public Works Department
221 West Pine Street
Lodi, CA 95240

SUBJECT: Proposal for Engineering Services –
WPCF Regulatory Services for FY 20/21 and FY 21/22

Dear Mr. Roberts:

West Yost Associates (West Yost) appreciates the opportunity to present to you this letter proposal for ongoing engineering services related to assisting the City of Lodi (City) in meeting permitting requirements for the City's White Slough Water Pollution Control Facility (WPCF). The scope of work described in this letter proposal is intended to cover regulatory related support efforts anticipated to be needed during Fiscal Year 2020/2021 (FY 20/21) and Fiscal Year 2021/2022 (FY 21/22) under the following discharge permits issued by the Central Valley Regional Water Quality Control Board (Regional Board):

- *General Permit for Municipal Wastewater Dischargers that Meet Objectives/Criteria at the Point of Discharge to Surface Water* (General Permit) and the site-specific Notice of Applicability (NOA) R5-2017-0085-003 for coverage under the General Permit
- Waste Discharge Requirements (WDRs), Order No. R5-2007-0113-01
- NOA WQ-2016-0068-DDW-R5007 (Recycled Water NOA) for coverage under the State Water Resources Control Board's (State Water Board's) *Order WQ 2016-0068-DDW Waste Reclamation Requirements for Recycled Water Use* (General WRRs)

As with our previous regulatory support services contracts with the City, West Yost will rely on the support from Somach Simmons and Dunn (SSD), an environmental law firm that specializes in serving California permittees on discharge permit issues, should the need arise.

In previous contracts for regulatory services, West Yost has not included support related to temperature or toxicity studies that may be required. The City has instead separately contracted with Robertson Bryan, Inc. to support temperature and toxicity studies. The City has not had recent toxicity issues under the NOA, but ongoing toxicity support may be needed during term of the new contract. However, consistent with West Yost's current contract, West Yost assumes that the City will continue to contract separately with Robertson Bryan, Inc. for support related to toxicity or temperature study efforts and this proposal does not include significant support related to these efforts.

At the request of the City, the Scope of Work and Fee Estimate provided in this proposal have been divided into two phases, one for each of the fiscal years covered. It is understood that the City may authorize services for either both years together or for each year separately.

1001 Galaxy Way, Suite 310 Concord, CA 94520 Phone 925 949.5800 Fax 925 949 5845 westyost.com

PROJECT UNDERSTANDING

The following topics are presented as background information pertaining to the proposed work and define the basic understanding affecting the level of effort:

- General Permit and NOA for surface water discharge
- WDRs for land application
- General WRRs and Recycled Water NOA
- Dredger Cut water rights reporting

General Permit and NOA for Surface Water Discharge

The General Permit and site-specific NOA, Order No. R5-2017-0085-003, apply to the City's discharge of disinfected tertiary effluent to Dredger Cut. The Regional Board adopted a revised General Permit in April 2020. Under our current contract with the City, West Yost has reviewed the revised General Permit and did not identify any significant changes that would impact WPCF activities.

The current NOA expires on March 31, 2021 and requires submittal of a Notice of Intent (NOI) by July 1, 2020. The Regional Board limited the term of the current NOA to two years to allow for supplemental data to be provided for a few monitoring analytes of concern: chronic toxicity, cyanide, lead, and selenium. Regional Board staff have indicated in recent discussions that it would be sufficient for the City to meet the NOI submittal requirement by submitting the previous NOI/Report of Waste Discharge developed in 2018 with a cover letter documenting analysis of the analytes of concern and attaching the required NOI form signed by the City.

West Yost is in the process of preparing the NOI documents under our current contract with the City. As part of that effort, we did not identify any compliance issues with the recent monitoring results for the analytes of concerns. Therefore, the NOI cover letter should include a request that the term of the NOA be extended for an additional three years to cover the full five-year term, and that no other changes to the NOA should be made.

The draft NOA is expected to be issued during FY 20/21. The scope of services described herein is based on assisting the City with reviewing the draft NOA and providing additional information that may be requested by Regional Board staff as they prepare the NOA and review the NOI materials.

WDRs for Land Application

The WDRs were adopted in 2013 and do not have an expiration date. The WDRs apply to the following WPCF operations:

- Storage and land application of undisinfected, secondary effluent on City-owned agricultural properties;
- Storage and land application of industrial process flows, which include seasonal food processing flows from Pacific Coast Producers, entering the WPCF via the indusial wastewater sewer system;

- Biosolids land application on City-owned agricultural properties; and,
- Supply of disinfected tertiary recycled water to the Northern California Power Agency and San Joaquin County Mosquito and Vector Control District.

The WDRs require the following routine monitoring reports with which West Yost has historically assisted with development or completed on the City's behalf:

- Quarterly groundwater contour maps that include calculation of groundwater elevations, an assessment of groundwater flow direction and gradient on the date of measurement, comparison of previous flow direction and gradient data, and discussion of seasonal trends, if any.
- Annual Monitoring Reports that provide an evaluation of the groundwater quality beneath the WPCF and land application area, determination of compliance with the groundwater limitations of the WDRs based on statistical analysis for each constituent monitored for each compliance well, and identification and assessment of potential groundwater limitation compliance strategies, as needed.
- Annual Cropping and Irrigation Reports that provide summaries of the monthly and annual hydraulic and nutrient loadings from recycled water and biosolids applications to the WPCF land application area for the prior year, an assessment of compliance with land application area loading limits and related requirements, discussion of any corrective actions taken or needed, and discussion of the cropping and irrigation plan for the coming year.
- Annual U.S. Environmental Protection Agency (USEPA) Biosolids Application Reports, which is an online form that document the City's biosolids production and reuse practices for the prior year.

This proposal assumes West Yost will continue to provide services related to the development of these reports.

In addition, West Yost has been assisting the City with coordinating with the farmers that manage the land application area by reviewing the monthly land management reports under the WDRs and participating in monthly meetings. Under previous contracts with the City, West Yost's involvement with the City's monthly land management meetings and reports was limited to review of the reports generated by the City and participation in one annual kickoff meeting at the beginning of each irrigation season. However, with recent turnover of City staff, West Yost has been requested to participate in the monthly meetings with the farmers that manage the City's properties. The need for West Yost's ongoing involvement with these reviews and meetings over the next two fiscal years is uncertain. Given this uncertainty, we are assuming for this proposal that ongoing assistance and participation will be necessary.

Finally, the City submitted a report in early 2020 detailing compliance with the Groundwater Limitations of the WDRs. This was the final compliance step in a six-year schedule that was developed to allow the City time to complete an evaluation of best practicable treatment or control (BPTC) measures for the land application area and implement additional BPTCs, as needed, to allow for compliance. The Groundwater Limitations Compliance Report documented and concluded that the City is in compliance with the groundwater limitations, with the exception of impacts that occurred due to past activities near the City's compliance well WSM-2. The report also documented that existing BPTCs implemented by the City are adequately protective of the groundwater underlying the WPCF and land application area.

Following their review of the documents provided, the Regional Board could reopen the WDRs to address the City's evaluation of compliance with groundwater limitations. The Regional Board could also issue a compliance order related to the ongoing impacts observed near WSM-2. Whether the Regional Board will reopen the WDRs or issues some other compliance order during the term of this proposal is unknown. Nevertheless, based on our understanding of the issues and current Regional Board obligations, we do not think these actions are likely. Therefore, this proposal does not include specific scope and budget to accommodate a review of revised WDRs. However, tasks are included for general regulatory program management and as-needed WPCF support services that could partially accommodate support needed if the Regional Board chooses to reopen the WDRs and/or issue some other compliance order related to the City's groundwater studies.

General WRRs and Recycled Water NOA

The City completed construction of a tertiary storage pond in late 2019, and storage of disinfected tertiary recycled water in the new storage pond is permitted under the General WRRs and the Recycled Water NOA. The Recycled Water NOA also permits a proposed recycled water Fill Station at the WPCF. The Recycled Water NOA was issued in December 2018 and does not have an expiration date. Renewal or revisions to the Recycled Water NOA and General WRRs are not anticipated to occur during FY 20/21 and 21/22.

The Recycled Water NOA has limited monitoring and reporting requirements related to the tertiary pond operations. West Yost assisted the City under the current contract in developing a template for the annual report that is required. It is anticipated that the City would need only very limited assistance, if any, with these ongoing requirements.

The monitoring and reporting requirements under the Recycled Water NOA would be increased if the City were to construct a Fill Station and implement an off-site recycled water use program. However, those actions are not anticipated to occur during the term of this project. The scope and fee estimate provided in this proposal therefore do not include support services related to the development of and/or permit compliance for an off-site recycled water use program.

Dredger Cut Water Rights Reporting

The City maintains a License Number for Diversion and Use of Water, Permit Number 7424/License Number 3906. This license allows for 5.84 cubic feet per second to be diverted each year from Dredger Cut for irrigation and stock-watering uses. The specified "Place of Use" under this permit is an approximately 400-acre portion of the City-owned agricultural fields that is comprised of Fields 5A through 5D and 6A through 6D.

The City submits annual Licensee Reports to the State Water Board to document diversions from Dredger Cut or other in-lieu water use on the Place of Use fields. These in-lieu uses have included irrigation with recycled water and groundwater. Since 2013, the City has relied on recycled water and groundwater for irrigation in lieu of diverting water from Dredger Cut.

A licensed water right can be revoked after a long enough period of non-use (typically at least five years). Under Water Code section 1010, the water user's licensed right is protected from revocation where water use reductions are due to the use of recycled water - but only to the extent of the recycled water use. Therefore, the City's continued reporting of in-lieu use is critical for protecting the City's right for diversions.

The volume of water applied to the designated Place of Use is typically only a portion of the City's total available under the diversion license. However, because the Place of Use only represents a portion of the total land application area, the City's overall irrigation water demands are much more significant than the reported in-lieu amounts. Moreover, the City's irrigation system is not configured to limit irrigation water applications to only the Place of Use. Therefore, even if a diversion were to occur, it would be difficult to limit irrigation to only this area. For these reasons, the City is recommended to seek a change in Place of Use so that the entire City-owned irrigation area is considered for in-lieu water use. The scope of services includes support related to this effort.

MAJOR ASSUMPTIONS

The City will be responsible for completing any sampling needed to achieve the objectives of the tasks outlined in the scope of services, and that the City will contract directly with a certified laboratory for completing any necessary analytical efforts. Under the Regulatory Program Management task described herein, West Yost will provide support for coordinating any necessary sampling and analysis efforts with other regulatory needs.

To ensure continued achievement of consistently high-quality work products, and in accordance with the West Yost Quality Assurance/Quality Control policy, a West Yost staff member at the Principal Engineer level or higher will review significant work products.

Significant CEQA work will not be required to support the Change Petition and significant protests will not be filed in response to the submitted Change Petition.

The State Water Board will approve the Change in Place of Use, and ongoing support to the City with respect to reporting recycled water applied to the existing Place of Use will not be required beyond FY 20/21.

SCOPE OF SERVICES

Phase 1

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 20/21. The following specific tasks are identified:

- Task 1.1 Project Management
- Task 1.2 Regulatory Program Management
- Task 1.3 Land Application Monitoring Coordination
- Task 1.4 Groundwater Reporting Support
- Task 1.5 NOA Adoption Support
- Task 1.6 Place of Use Change Petition Support
- Task 1.7 As-Needed WPCF Support Services

Task 1.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

Task 1.1 Deliverables: Monthly invoices and descriptions of services performed will be provided in PDF format.

Task 1.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 20/21. Assistance under this task may include, but is not limited to, the following services:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.
6. Supporting the City to respond to mercury monitoring and reporting requirements required as part of the Regional Board's mercury Total Maximum Daily Load effort.

7. Completing reviews of collected monitoring data to identify potential future regulatory concerns.
8. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
9. Attending and preparing for meetings to discuss the results of regulatory program management activities.
10. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
11. Providing minor support related to the following:
    - Title 22 Issues;
    - Toxicity Reduction Evaluation efforts being completed separately; or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 1.2 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff when services under this task are required.

Task 1.3 Land Application Monitoring Coordination

This task involves providing the following services:

- Review the 2020 land application monitoring data and development of the 2020 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2021.
- Prepare the online 2020 Annual Biosolids Application Report, which is due to the USEPA by February 19, 2021, and will need to be certified and submitted by City staff.
- Review of the monthly land application reports under the WDRs completed for the months of June 2020 through May 2021.
- Participation in an annual land management kickoff meeting in early 2021 to discuss planned annual operations and up to nine monthly meetings between July 2020 and June 2021 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.

Task 1.3 Deliverables: Draft and Final 2020 Annual Land Management Reports and Draft 2020 Annual Biosolids Application Report. All documents will be provided in an electronic PDF format.

Draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.

Task 1.4 Groundwater Reporting Support

West Yost's efforts during FY 20/21 will include support with developing the Quarterly Groundwater Monitoring Reports for Third Quarter 2020 through Second Quarter 2021 and the 2020 Annual Groundwater Monitoring Report.

For the Quarterly Groundwater Monitoring Reports, West Yost will develop quarterly groundwater elevation contour maps using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions. It is assumed the City will incorporate this information in the Quarterly Monitoring Reports submitted to the Regional Board.

For the 2020 Annual Groundwater Monitoring Report, West Yost will prepare statistical analyses of 2020 groundwater quality data and the 2020 Annual Background Groundwater Quality Evaluation, like previous years. The information will be included in a Groundwater Evaluation Report that is intended to be attached to the Annual Groundwater Monitoring Report developed by the City. To the extent necessary, these reports will document compliance actions taken or corrective actions recommended with respect to groundwater limitation compliance.

Task 1.4 Deliverables: Four figures depicting the contour information to be included in the Quarterly Groundwater Monitoring Reports for Third Quarter 2020 through Second Quarter 2021. Four emails, provided quarterly along with the contour maps, discussing seasonal trends and comparison to previous groundwater flow directions.

Groundwater Evaluation Report summarizing the statistical analyses and compliance/corrective actions to be included as attachments to the 2020 Annual Groundwater Monitoring Report prepared by City staff.

The maps and Groundwater Evaluation Report will be provided in an electronic PDF format.

Task 1.5 NOA Adoption Support

West Yost will review the Draft NOA for errors or concerns relative to the City's current permit and other recent, similar permits issued by the Regional Board. West Yost will prepare a list of suggested comments for City consideration and participate in a conference call with City staff to discuss the suggested comments. Following this discussion, West Yost will prepare a draft comment document for City staff review. Following this review, West Yost will prepare a final comment document for City submission to the Regional Board. It is assumed that comments on the Draft NOA, if any, will be minor and can be addressed in a letter from the City to the Regional Board.

West Yost will also participate in discussions with Regional Board staff, as needed, to discuss the NOI submission and/or City comments. It is difficult to predict the level of effort that will be needed to respond to Regional Board requests and review and respond to the draft permit, so the scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time-and-materials basis, and monthly invoices will detail

the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be warranted in the future. Conversely, if the estimated fee is not expended in the timeframe anticipated for this scope of work, it may be directed toward the completion of other efforts.

Task 1.5 Deliverables: One (1) electronic copy (in PDF format) of the list of suggested comments on the Draft NOA; One (1) electronic copy (in PDF format) of the draft NOA comment document; One (1) electronic copy (in MS Word format) of the NOA comment document to be printed on City letterhead and submitted to the Regional Board.

Task 1.6 Place of Use Change Petition Support

This task involves preparing a Place of Use Change Petition for State Water Board review. The purpose of the petition will be to request an expansion of the City's Place of Use for water diverted from Dredger Cut under the existing License for Diversion. This documentation includes a completed Change Petition and Environmental Information forms and a cover letter. Support from our legal subconsultant SSD will also be needed for this task, and budget for SSD has been included for these efforts.

Two conference calls with West Yost, SSD, and City staff are also included in this task. One call would precede the other work on this task and be focused on discussing the strategy and overall approach/timeline. The second call would be following submittal of draft Place of Use Change Petition to the City to discuss City comments before finalizing.

One meeting with West Yost, City, SSD and State Water Board staff is also assumed following submission of the Place of Use Change Petition.

Task 1.6 Deliverables: Draft and Final Change Petition and Environmental Information forms in electronic PDF format and draft Cover Letter in MS Word format for City finalization.

Task 1.7 As-Needed WPCF Support Services

The City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 1.7 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff if and when services under this task are required.

Phase 2

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 21/22. The following specific tasks are identified:

- Task 2.1 Project Management
- Task 2.2 Regulatory Program Management
- Task 2.3 Land Application Monitoring Coordination
- Task 2.4 Groundwater Reporting Support
- Task 2.7 As-Needed WPCF Support Services

Tasks for NOA Adoption Support and Place of Use Change Petition Support are not expected to be needed for Phase 2, as they will be completed as part of the Phase 1 efforts.

Task 2.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be included with monthly invoices.

Task 2.1 Deliverables: Monthly invoices and descriptions of services performed will be provided in PDF format.

Task 2.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 21/22. Assistance under this task may include, but is not limited to, the following items:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.
6. Supporting the City to respond to mercury monitoring and reporting requirements required as part of the Regional Board's mercury Total Maximum Daily Load effort.
7. Completing reviews of collected monitoring data to identify potential future regulatory concerns.

Task 2.4 Groundwater Reporting Support

West Yost's efforts during FY 21/22 will include support with developing the Quarterly Groundwater Monitoring Reports for Third Quarter 2021 through Second Quarter 2022 and the 2021 Annual Groundwater Monitoring Report.

For the Quarterly Groundwater Monitoring Reports, West Yost will develop quarterly groundwater elevation contour maps using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions. It is assumed the City will incorporate this information in the Quarterly Monitoring Reports submitted to the Regional Board.

For the 2021 Annual Groundwater Monitoring Report, West Yost will prepare statistical analyses of 2021 groundwater quality data and the 2021 Annual Background Groundwater Quality Evaluation, like previous years. The information will be included in a report that is intended to be attached to the Annual Groundwater Monitoring Report developed by the City. To the extent necessary, these reports will document compliance actions taken or corrective actions recommended with respect to groundwater limitation compliance.

Task 2.4 Deliverables: Four figures depicting the contour information to be included in the Quarterly Groundwater Monitoring Reports for Third Quarter 2021 through Second Quarter 2022. Four emails, provided quarterly along with the contour maps, discussing seasonal trends and comparison to previous groundwater flow directions.

Groundwater Evaluation Report summarizing the statistical analyses and compliance/corrective actions to be included as attachments to the 2021 Annual Groundwater Monitoring Report prepared by City staff.

The maps and Groundwater Evaluation Report will be provided in an electronic PDF format.

Task 2.7 As-Needed WPCF Support Services

The City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 2.7 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff if and when services under this task are required.

ESTIMATED FEE

The estimated total fee for the scope of work described above is provided in Table 1, including subtotals for each of the two phases and estimated fees by task. West Yost will perform all work on an hourly basis at standard company charge rates and will not exceed the estimated cost without written authorization. Attachment A provides West Yost's 2020 charge rate schedule.

If additional budget is required to complete work identified herein, West Yost will request City authorization prior to exceeding the budget.

Table 1. Estimated Fee for FY 20/21 and FY 21/22 Regulatory Support, dollars

Task	West Yost Fee, dollars	SSD Fee, dollars	Total Fee, dollars
Phase 1			
Task 1.1 Project Management	3,800	-	3,800
Task 1.2 Regulatory Program Management	12,500	2,500	15,000
Task 1.3 Land Application Monitoring Coordination	33,400	-	33,400
Task 1.4 Groundwater Reporting Support	15,300	-	15,300
Task 1.5 NOA Adoption Support	9,400	-	9,400
Task 1.6 Water Rights Reporting Support	15,400	6,500	21,900
Task 1.7 As-Needed WPCF Support Services	12,500	-	12,500
Subtotal for Phase 1 Tasks	**$102,300**	**$9,000**	**$111,300**
Phase 2			
Task 2.1 Project Management	3,900	-	3,900
Task 2.2 Regulatory Program Management	12,900	2,500	15,400
Task 2.3 Land Application Monitoring Coordination	34,400	-	34,400
Task 2.4 Groundwater Reporting Support	15,800	-	15,800
Task 2.7 As-Needed WPCF Support Services	12,900	-	12,900
Subtotal for Phase 2 Tasks	**$79,900**	**$2,500**	**$82,400**
Total for Phases 1 and 2	**$182,200**	**$11,500**	**$193,700**

SCHEDULE

The time period for this project is defined as July 1, 2020, through June 30, 2021, for Phase 1 and July 1, 2021, through June 30, 2022, for Phase 2. Work will begin upon notice to proceed from the City. Phase 1 will be completed by June 30, 2021, and Phase 2 will be completed by June 30, 2022. All work will be performed in a timely manner in accordance with the City's permit requirements. Each major deliverable will be prepared on a schedule that provides City staff with at least two weeks for review and comment.

West Yost appreciates the opportunity to provide additional permitting services to the City. Please contact Kathryn Gies or Charles Hardy if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES

Kathryn E. Gies, PE,
RCE #65022
Engineering Manager

cc: Charles Hardy
West Yost Associates

Attachment A: West Yost Associates 2020 Billing Rate Schedule

ATTACHMENT A

West Yost Associates 2020 Billing Rate Schedule

WEST YOST ASSOCIATES

2020 Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2020) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	$298
Engineering/Scientist/Geologist Manager I / II	$283 / $295
Principal Engineer/Scientist/Geologist I / II	$257 / $272
Senior Engineer/Scientist/Geologist I / II	$230 / $241
Associate Engineer/Scientist/Geologist I / II	$198 / $212
Engineer/Scientist/Geologist I / II	$160 / $185
Engineering Aide	$92
Administrative I / II / III / IV	$81 / $102 / $123 / $135
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$291 / $294
Principal Tech Specialist I / II	$268 / $279
Senior Tech Specialist I / II	$245 / $256
Senior GIS Analyst	$224
GIS Analyst	$211
Technical Specialist I / II / III / IV	$156 / $178 / $200 / $223
Cross Connection Specialist I / II / III / IV	$117 / $127 / $143 / $159
CAD Manager	$178
CAD Designer I / II	$138 / $155
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$289
Construction Manager I / II / III / IV	$174 / $186 / $198 / $251
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$152 / $169 / $188 / $196
Apprentice Inspector	$138
CM Administrative I / II	$74 / $99
Field Services	$196

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

WEST YOST ASSOCIATES

2020 Billing Rate Schedule (continued)

(Effective January 1, 2020 through December 31, 2020) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	$60/day
Hydrant Pressure Gauge	$10/day
Hydrant Pressure Recorder, Standard	$40/day
Hydrant Pressure Recorder, Impulse (Transient)	$55/day
Trimble GPS – Geo 7x	$220/day
Vehicle	$10/hour
Water Flow Probe Meter	$20/day
Water Quality Multimeter	$185/day
Well Sounder	$30/day

Signature: Janice D. Magdich
Janice D. Magdich (Sep 1, 2020 10:15 PDT)

Email: jmagdich@lodi.gov

Signature:
Steve Schwabauer (Sep 1, 2020 10:53 PDT)

Email: sschwabauer@lodi.gov

* This schedule is updated annually

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May 30, 2024

SENT VIA: EMAIL

Mr. Lance Roberts
Utilities Manager
City of Lodi
Public Works Department
Lodi, CA 95240

SUBJECT: Proposal for Engineering Services – WPCF Regulatory Services for FY 24/25 and FY 25/26

Mr. Roberts:

West Yost appreciates the opportunity to present to the City of Lodi (City) this letter proposal for ongoing engineering services related to assisting the City in meeting permitting requirements for the City's White Slough Water Pollution Control Facility (WPCF). The scope of work described in this letter proposal is intended to cover regulatory related support efforts anticipated to be needed during Fiscal Year 2024/2025 (FY 24/25) and Fiscal Year 2025/2026 (FY 25/26) for the WPCF water and biosolids discharges that are regulated by the Central Valley Regional Water Quality Control Board (Regional Board) under the following discharge permits:

- General Permit for Municipal Wastewater Dischargers that Meet Objectives/Criteria at the Point of Discharge to Surface Water (General Permit) Order R5-2023-0025 and site-specific Notice of Applicability (NOA) R5-2017-0085-003 for coverage under the General Permit
- Waste Discharge Requirements (WDRs), Order No. R5-2007-0113-01
- NOA WQ-2016-0068-DDW-R5007 (Recycled Water NOA) for coverage under the State Water Resources Control Board's (State Water Board's) Order WQ 2016-0068-DDW Waste Reclamation Requirements for Recycled Water Use (General WRRs)

The Scope of Work and Fee Estimate provided in this proposal have been divided into two phases, one for each of the fiscal years covered. It is understood that the City may authorize services for either both years together and each year separately.

The remainder of this proposal is organized around the following sections:

- Project Understanding
- Major Assumptions
- Scopes of Services
- Estimated Fee
- Schedule

PROJECT UNDERSTANDING

This section presents our team's understanding and approach to the proposed work under the following topics:

- General Permit and NOA for Surface Water Discharge
- WDRs for Land Application
- WDRs Update
- Monitoring Well Network Modifications
- Nanobubble Pilot Support

General Permit and NOA for Surface Water Discharge

The General Permit and site-specific NOA Order No. R5-2017-0085-003 apply to the City's discharge of disinfected tertiary effluent to Dredger Cut. The NOA was issued under the previous (2017) version of the General Permit. With issuance of the new General Permit in July 2023, the Regional Board clarified that NOAs under the previous General Permit remain in effect, and a new Notice of Intent (NOI) permit application is not required until one of the following occurs:

- the due date for the NOI as specified in the existing NOA
- three years from the effective date of the 2023 General Permit
- an earlier date as specified by the Executive Officer or if there are any modifications to the facility and/or discharge as described in the NOA

The current NOA lists an NOI date of April 1, 2023. Accordingly, the City submitted an NOI package in March 2023, and the current NOA remains in effect as of May 2024.

WDRs for Land Application

The WDRs were adopted in 2013 and do not have an expiration date. The WDRs apply to the following WPCF operations:

- Storage and land application of undisinfected, secondary effluent on City-owned agricultural properties;
- Storage and land application of industrial process flows, which include seasonal food processing flows from Pacific Coast Producers, entering the WPCF via the indusial wastewater sewer system;
- Biosolids land application on City-owned agricultural properties; and,
- Supply of disinfected tertiary recycled water to the Northern California Power Agency and San Joaquin County Mosquito and Vector Control District.

In addition, the City also currently has the separate Recycled Water NOA under the General WRRs for the operations of a tertiary storage pond constructed in late 2019. The Regional Board permitted this pond under the Recycled Water NOA to avoid reopening the WDRs.

Most of the services described in this proposal are related to the WDRs and Recycled Water NOA. The specific efforts include:

- Monitoring and Reporting Assistance
- Land Management Support
- Groundwater Compliance Support

Monitoring and Reporting Assistance

West Yost has historically assisted with development of, or completed on the City's behalf, routine monitoring reports required under the WDRs. These include:

- Monthly land management reports
- Quarterly groundwater contour maps
- Annual Monitoring Reports for groundwater
- Annual Cropping and Irrigation Reports
- Annual U.S. Environmental Protection Agency (USEPA) Biosolids Application Reports

West Yost understands that the City will require continued support related to the development of these reports.

Land Management Support

West Yost has been assisting the City with coordinating with the farmers that manage the land application area. In recent years, West Yost has been preparing the monthly reports and participating in monthly meetings with the farmers and City staff. For purposes of this proposal, it is assumed that West Yost will provide ongoing involvement with these reports and meetings over the next two fiscal years.

Groundwater Compliance Support

West Yost has been assisting the City with evaluating the groundwater beneath the WPCF land application area to document compliance with the WDRs related to groundwater quality protection. The City submitted a report in early 2020 detailing compliance with the Groundwater Limitations of the WDRs. This was the final compliance step in a six-year schedule that was developed to allow the City time to complete an evaluation of compliance and whether the existing best practicable treatment or control (BPTC) measures for the land application area are appropriate. The Groundwater Limitations Compliance Report documented and concluded that the City is in compliance with the groundwater limitations, with the exception of impacts that occurred due to past activities near the City's compliance well WSM-2. The report also documented that existing BPTCs implemented by the City are adequately protective of the groundwater underlying the WPCF and land application area. The most recent Annual Background Groundwater Quality Evaluation completed in January 2024 continued to support the conclusions of the Groundwater Limitations Compliance Report and did not recommend any additional BPTCs.

WDRs Update

This proposal includes tasks to assist the City through an updated WDRs adoption process, which is assumed to occur during FY 24/25. However, the timeline for these efforts could extend into FY 25/26 or beyond.

Purpose of WDRs Modification

As noted above, the WDRs were last issued in 2013 and do not have an expiration date. However, the majority of the text and requirements in the current WDRs were originally developed in 2007. Therefore, the current WDRs generally reflect Regional Board permit requirements from about 15 years ago. Recent land discharge permits issued by the Regional Board include more streamlined discharge requirements than the City's current WDRs, including monitoring and reporting requirements. Modifying the City's WDRs to include these streamlined approaches would provide greater flexibility for WPCF staff in operating the land application activities and improve the ability for the City to demonstrate compliance with permit requirements. These changes would include removing the hydraulic loading limitations and allowing for water quality loading limits to be evaluated as an average over several fields.

Updating the WDRs will also allow for simplification of the City's monitoring and reporting program as the reporting requirements related to the tertiary pond will be incorporated into the renewed WDRs – eliminating the need for redundant reporting.

The current WDRs also include a compliance schedule for the City to comply with the groundwater limitations in the permit, and the City has completed the required action items of this compliance schedule. With the proposed renewal of the WDRs, the Regional Board should address the City's evaluation of compliance with groundwater limitations and/or issue a compliance order related to the ongoing impacts observed near WSM-2. At a minimum, the completed compliance schedule should be removed from the WDRs. At this time the Regional Board is not anticipated to include more stringent groundwater-related requirements in the revised WDRs. Therefore, this proposal does not include specific scope and budget to address support related to additional groundwater limitations or requirements. However, tasks are included for general regulatory program management and as-needed WPCF support services that could partially accommodate limited support, if needed.

Finally, the City is in the process of evaluating a potential recycled water discharge to a new NCPA facility that will result in changes to how the land application system is operated. These planned/potential changes will be described in the WDRs modification request so that the new operations are permitted through the renewed WDRs. Requesting a permit for this modification now will allow the City to fast track this potential operational change over the next few years.

The City and West Yost staff met with Regional Board permitting staff in August 2021 to discuss potential modifications to the WDRs, and what process would be needed to obtain a revised permit. The Regional Board staff were amenable to the proposed modifications and recommended that the City prepare a permit application (Report of Waste Discharge, or ROWD), the last of which was submitted to the Regional Board in 2012.

Under our current contract, West Yost is in the process of finalizing the ROWD, which we expect to submit to the Regional Board by the end of June 2024 (i.e. by the end of FY 23/24).

Permit Adoption Process

The Regional Board is expected to issue two permit drafts based on the information received in the ROWD. The first draft will be a non-public Administrative Draft Order for City review, the second draft will be a Tentative Draft Order issued for public review. It is in the interest of the City to thoroughly review these draft documents and prepare comments, particularly on issues that can impact long-term WQCF operations and costs. Based on West Yost's experience, critical permit changes need to be made during the Administrative Draft Order phase, because once the Tentative Draft Order is made public, Regional Board staff are more reluctant to make significant changes.

The Regional Board staff are expected to provide a 30-day review period for the Administrative Draft Order. The Tentative Draft Order by statute also has a 30-day review period. West Yost has successfully negotiated permit terms during the Administrative Draft Order phase leaving the Tentative Draft Order review phase to be a fairly simple effort. However, there are several unique conditions associated with the City's land discharge permit, and it is difficult to predict at this time the level of effort needed to support review of the Administrative Draft Order and Tentative Draft Order. Moreover, there is a possibility that more than one Administrative Draft Order and Tentative Draft Order will need to be issued. Therefore, the work related to the permit review tasks will be limited to the hours identified in this proposal.

Based on West Yost's experience working with Central Valley dischargers on WDRs renewals for land application sites, it is expected that the new WDRs will be formally adopted by the Regional Board as a consent item – meaning there will be no discussion of the WDRs at the Board meeting. If any significant issues are identified that result in the City or other parties contesting the adoption of the new WDRs, however, there will be a formal hearing by the Regional Board for the WDRs adoption. Work related to a permit hearing may include preparing supplemental information to support the agency with their contest of the permit, preparing responses to other parties that have contested the permit, and preparation of these materials for presentation at the Regional Board hearing. The current proposal does not include support specifically related to a permit hearing. However, as noted previously, tasks are included for general regulatory program management and as-needed WPCF support services that could potentially accommodate support related to a permit hearing.

Monitoring Well Network Modifications

In addition to updating information in the WDRs, there are desired changes to the City's monitoring well network. The City's monitoring well network consists of eleven compliance wells and three background wells. This network is relatively extensive compared to other similar agencies conducting land application of recycled water and biosolids. Routine groundwater elevation and water quality data has been collected from all these wells since 2008 – over 10 years – and some even as far back as 1998 – over 20 years. Several of these existing wells do not provide information that is informative with respect to groundwater compliance and can be removed from the monitoring well network. These include wells WSM-2, WSM-10, WSM-10, WSM-11, WSM-13, WSM-19, RMW-2 and RMW-3.

To support these changes, the City would need to submit a Monitoring Well Destruction Work Plan to the Regional Board, which is assumed to occur early in FY 24/25. Implementation of the monitoring well destruction can be initiated after receiving the Regional Board's approval and when weather conditions allow. Following implementation, a Monitoring Well Destruction Report will need to be prepared and submitted to the Regional Board to meet a State requirement to document monitoring well destructions. This proposal therefore includes a task in FY 24/25 to prepare the Work Plan and complete related engineering services.

Nanobubble Pilot Support

West Yost has also been assisting the City with evaluating use of nanobubble addition upstream of the WPCF primary clarification process to potentially enhance nitrogen removal through the secondary treatment system, as well as provide other ancillary benefits. Based on recent discussions with City staff, the City will continue use of the nanobubble system for at least one more year that corresponds roughly with FY 24/25. Some effort is expected to be needed for West Yost staff to continue the analysis of the nanobubble impacts. Such effort would be included in the scope for FY 24/25 under the regulatory program management task.

MAJOR ASSUMPTIONS

Major assumptions pertinent to more than one task of this project are detailed below:

- West Yost will rely on the support from Somach Simmons and Dunn (SSD), an environmental law firm that specializes in serving California permittees on discharge permit issues, should the need arise, as with our previous regulatory support services contracts with the City. A nominal budget has been included under the Regulatory Program Management tasks for SSD assistance.
- The City will continue to contract separately with Robertson Bryan, Inc. for support related to toxicity or temperature study efforts, consistent with West Yost's current contract. Therefore, this proposal does not include significant support related to these efforts. The City has not had recent toxicity issues under the NOA, but ongoing toxicity support may be needed during term of the new contract.
- The City will be responsible for completing any sampling needed to achieve the objectives of the tasks outlined in the scope of services, and the City will contract directly with a certified laboratory for completing any necessary analytical efforts. Under the Regulatory Program Management tasks described herein, West Yost will provide support for coordinating any necessary sampling and analysis efforts with other regulatory needs.

Additional assumptions specific to each task are also included with the scope of services.

SCOPE OF SERVICES

Phase 1

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 24/25 (Phase 1). As described further below, the key tasks necessary to perform this scope of services are as follows:

- Task 1.1 Project Management
- Task 1.2 Regulatory Program Management
- Task 1.3 Land Application Monitoring Coordination and Reporting
- Task 1.4 Groundwater Reporting Support
- Task 1.5 WDRs Adoption Support
- Task 1.6 Monitoring Well Network Modifications
- Task 1.7 As Needed WPCF Support Services

Task 1.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

This task also includes a Kickoff Meeting at the beginning of FY 24/25 to discuss the scope of services, data needed by West Yost to complete the scope of services, and any specific concerns City staff have with the current discharge/reuse permits. West Yost will develop a draft agenda for the kickoff meeting and provide a follow-up email with agreed-upon actions items.

In addition, to ensure continued achievement of consistently high-quality work products, and in accordance with the West Yost Quality Assurance/Quality Control (QA/QC) policy, a West Yost staff member at the Principal Engineer level or higher will review significant work products. This task includes coordination of these QA/QC efforts.

Task 1.1 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.
- West Yost will prepare a draft meeting agenda in MS Word format prior to the Kickoff Meeting.
- West Yost will provide an email summarizing action items from the Kickoff Meeting within one week of the meeting.

Task 1.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 24/25. Assistance under this task may include, but is not limited to, the following services:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.
6. Completing reviews of collected monitoring data to identify potential future regulatory concerns, such as for PFAS (Per- and Polyfluoroalkyl Substances) in wastewater effluent, biosolids and groundwater underlying the WPCF.
7. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
8. Attending and preparing for meetings to discuss the results of regulatory program management activities.
9. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
10. Providing minor assistance to the City for analyzing data related to nanobubble system operation.
11. Providing minor support related to the following:
    - Title 22 Issues;
    - Toxicity Reduction Evaluation efforts being completed separately; or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope, the task budget may also be directed toward the completion of other efforts.

Task 1.2 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services under this task are requested.

Task 1.3 Land Application Monitoring Coordination and Reporting

West Yost's efforts during FY 24/25 will include the following services:

- Review the 2024 land application monitoring data and development of the 2024 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2025. This report will summarize the monthly and annual hydraulic and nutrient loadings from recycled water and biosolids applications to the WPCF land application area for the prior year, provide an assessment of compliance with land application area loading limits and related requirements, discuss any corrective actions taken or needed, and discuss the cropping and irrigation plan for the coming year.
- Prepare the online 2024 Annual Biosolids Application Report, which is an online form that documents the City's biosolids production and reuse practices for the prior year and is due to the USEPA by February 19, 2025.
- Prepare up to twelve monthly land application reports required under the WDRs for the months of June 2024 through May 2025.
- Participate in an annual land management kickoff meeting in early 2025 to discuss planned annual operations and up to nine monthly meetings between July 2024 and June 2025 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.
- Complete an analysis of appropriate biosolids application by field and coordination with the City agronomist and farmers for the Fall 2024 and Spring 2025 biosolids application on the land application areas.
- Prepare quarterly tertiary pond reports required under Recycled Water NOA for Second Quarter 2024 through First Quarter 2025.
- Prepare annual report on 2024 tertiary pond activities required under the Recycled Water NOA and due to the Regional Board by April 1, 2025.

Task 1.3 Assumption

- The farmers/agronomist will provide the City/West Yost a list of fields proposed for biosolids application at least two weeks prior to each planned application event.

Task 1.3 Deliverables

- West Yost will prepare a draft and final 2024 Annual Land Management Reports and Draft 2024 Annual Biosolids Application Report in PDF format.
- West Yost will prepare draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.
- West Yost will prepare draft and final monthly land application reports in PDF format.
- West Yost will prepare emails with recommended biosolids applications (fall and spring).
- West Yost will prepare draft and final tertiary pond quarterly reports in PDF format.
- West Yost will prepare a draft and final tertiary pond annual report in PDF format.

Task 1.4 Groundwater Reporting Support

West Yost's efforts during FY 24/25 will include development of the following:

- **Quarterly Self-Monitoring Reports for Second Quarter 2024 through First Quarter 2025:** These efforts will include coordination with City staff for the respective data and information, compilation of attachments and development of draft cover letter for each report.

- **Quarterly groundwater elevation contour maps:** These are part of the Quarterly Self-Monitoring Reports and will be developed using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions.
- **2024 Annual Groundwater Evaluation Report:** This effort includes a statistical analysis of 2024 groundwater quality data, a determination of compliance with the groundwater limitations for each constituent monitored and compliance well, and identification and assessment of potential groundwater limitation compliance strategies, as needed. The Groundwater Evaluation Report is intended to be attached to the Annual Report under the WDRs developed by the City.

Task 1.4 Assumption

- The City will prepare the additional elements of the Annual Report beyond the Annual Groundwater Evaluation Report.

Task 1.4 Deliverables

- West Yost will prepare draft and final quarterly reports, including figures depicting the quarterly groundwater contour information, for Third Quarter 2024 through Second Quarter 2025, in PDF format.
- West Report will prepare an Annual Groundwater Evaluation Report summarizing the statistical analysis and compliance/corrective actions in PDF format, to be incorporated into the City's Annual Report.

Task 1.5 WDRs Adoption Support

West Yost will complete a review of the Administrative Draft Order and Tentative Draft Order. These reviews will include a thorough read-through the orders for errors or concerns relative to the City's current permit and other recent, similar permits issued by the Regional Board and development of a comment document on the City's behalf.

The Regional Board staff are expected to provide a 30-day review period for the Administrative Draft Order and A 30-day review period will be provided for the Tentative Draft Order. The following procedure outlines our strategy and scope for developing a comprehensive comment letter on these orders in that limited timeline:

- West Yost will develop a table summarizing all suggested comments within 10 days of receiving the Draft Order.
  (Cumulative Time Passed: 10 days)
- Within three days of submitting this list to the City, West Yost will meet with City staff to discuss the suggested comments and obtain input regarding any City comments.
  (Cumulative Time Passed: 13 days)
- West Yost will develop a draft comment document for City review within five days of the City meeting, ensuring the document is submitted to the City within three weeks of receiving the Draft Order. The comment document will be prepared as a stand-alone document for attachment to a City cover letter.
  (Cumulative Time Passed: 18 days)

- The City will have five days to review the comment document.
  (Cumulative Time Passed: 23 days)
- West Yost will develop a screen-check version within two days of receiving City comments.
  (Cumulative Time Passed: 25 days)
- City review and finalization of the comment document and cover letter will then need to be completed and the documents submitted within five days.
  (Cumulative Time Passed: 30 days)

It is expected that at least one meeting with Regional Board staff will be needed to discuss the City's comments on the Administrative Draft Order and one meeting to discuss City comments on the Tentative Draft Order. Additional meetings, if needed, would be accommodated under the Regulatory Program Management task (Task 2). A preliminary draft agenda will be prepared for City staff review at least one week prior to these meetings and a draft agenda prepared and submitted to the City and Regional Board staff at least one day prior to the meeting. An email listing the significant decisions made will also be developed following the meeting to document decisions made for all meeting participants.

Given the complexity of the City's land application operations and the age of the existing land application permits, preparing comments on the Administrative Draft Order and Tentative Draft Order could require a similar level of effort. The level of effort required for this task can only be estimated prior to issuance of the Administrative Draft WDRs, so the associated fee estimate presented in this letter proposal is based on West Yost's understanding of the City's permit needs. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future.

Task 1.5 Assumptions

- During review and negotiation of the new WDRs, West Yost may identify the need for the City to enlist the assistance of legal counsel in evaluating legal issues with the wastewater discharge permit. West Yost will work with the City to identify an appropriate support team for these efforts. If needed, legal support services could be procured through the West Yost contract and billed under the Regulatory Program Management task (Task 2).

Task 1.5 Deliverables

- West Yost will provide a list of suggested comments on the Administrative Draft WDRs in PDF format.
- West Yost will provide a draft and final comment documents on the Administrative Draft WDRs in PDF format.
- West Yost will provide preliminary draft meeting agenda in MS Word format and draft meeting agenda in PDF format for two meetings with the Regional Board.
- West Yost will provide an email with decisions to meeting participants.
- West Yost will prepare a list of suggested comments on the Tentative Draft WDRs in PDF format.
- West Yost will prepare a draft and final comment documents on the Tentative Draft WDRs in PDF format.

Task 1.6 Monitoring Well Network Modifications

To support adoption of the monitoring well network modifications being requested in the recent Report of Waste Discharge (ROWD), West Yost will prepare a draft Monitoring Well Destruction Work Plan (Work Plan) for City review and submission to the Regional Board. This task includes a Kickoff Meeting to discuss

work to be completed. West Yost will develop a draft agenda for the meeting and provide a follow-up email with agreed-upon actions items.

It is anticipated the Work Plan will be submitted to the Regional Board by late 2024, so that the changes can be incorporated into the new WDRs and MRP. It is assumed that within a few weeks of submitting the Work Plan a meeting with Regional Board staff will be needed to present and discuss the Work Plan with the goals of attaining approval of the Work Plan and incorporating the City's recommended monitoring network wells in the new WDRs and MRP. This task also includes a Work Plan review meeting to discuss City's comments on the draft Work Plan.

Implementation of the monitoring well destruction should be initiated after receiving the Regional Board's approval and when weather conditions allow. Well destruction costs are not included in this proposal. However, these costs are outlined in a Monitoring Well Network Recommendations Technical Memorandum prepared for the City recently as an appendix to the ROWD. The well destruction is assumed to begin during FY 24/25.

West Yost will prepare technical specifications for the Work Plan and provide support during bidding and contractor selection. It is assumed the City will publicly bid for contractor services and select and hire a well destruction contractor. West Yost will also provide hydrogeologic services during well destruction. It is assumed all wells identified for destruction in the ROWD will be destroyed in a single mobilization.

Following installation, West Yost will prepare a draft Monitoring Well Destruction Report for City review and submittal to the Regional Board. It is assumed only one Monitoring Well Destruction Report will be prepared. This task also includes a meeting with the Regional Board to review the Work Plan.

Task 1.6 Assumptions

- The City will publicly bid for contractor services and select and hire a well destruction contractor. The contractor fee is not included in West Yost's proposal but is estimated to be $62,500.
- The well destruction contractor's work will be implemented in one event. Therefore, only one Monitoring Well Destruction Report will be needed.

Task 1.6 Deliverables

- West Yost will prepare a Monitoring Well Destruction Work Plan.
- West Yost will prepare a Monitoring Well Destruction Report.
- West Yost will prepare a draft meeting agenda in MS Word format prior to the Kickoff Meeting.
- West Yost will provide an email summarizing action items from the Kickoff Meeting within one week of the meeting.

Task 1.7 As-Needed WPCF Support Services

During FY 24/25, the City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget

amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 1.7 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services are requested.

Phase 2

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 25/26 (Phase 2). As described further below, The key tasks necessary to perform this proposed scope of services are as follows:

- Task 2.1 Project Management
- Task 2.2 Regulatory Program Management
- Task 2.3 Land Application Monitoring Coordination and Reporting
- Task 2.4 Groundwater Reporting Support
- Task 2.5 As-Needed WPCF Support Services

Task 2.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

In addition, to ensure continued achievement of consistently high-quality work products, and in accordance with the West Yost QA/QC policy, a West Yost staff member at the Principal Engineer level or higher will review significant work products. This task includes coordination of these QA/QC efforts.

Task 2.1 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.

Task 2.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 25/26. Assistance under this task may include, but is not limited to, the following services:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.

6. Completing reviews of collected monitoring data to identify potential future regulatory concerns.
7. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
8. Attending and preparing for meetings to discuss the results of regulatory program management activities.
9. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
10. Providing minor assistance to the City for analyzing data related to nanobubble system operation.
11. Providing minor support related to the following:
    - Title 22 Issues;
    - Toxicity Reduction Evaluation efforts being completed separately; or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope, the task budget may also be directed toward the completion of other efforts.

Task 2.2 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services under this task are requested.

Task 2.3 Land Application Monitoring Coordination and Reporting

West Yost's efforts during FY 25/26 will include the following services:

- Review the 2025 land application monitoring data and development of the 2025 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2026. This report will summarize the monthly and annual hydraulic and nutrient loadings from recycled water and biosolids applications to the WPCF land application area for the prior year, provide an assessment of compliance with land application area loading limits and related requirements, discuss any corrective actions taken or needed, and discuss the cropping and irrigation plan for the coming year.
- Prepare the online 2025 Annual Biosolids Application Report, which is an online form that documents the City's biosolids production and reuse practices for the prior year and is due to the USEPA by February 19, 2026.
- Prepare the nine monthly land application reports required under the WDRs for the months of June 2025 through May 2026.

- Participate in an annual land management kickoff meeting in early 2026 to discuss planned annual operations and up to nine monthly meetings between July 2025 and June 2026 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.
- Complete an analysis of appropriate biosolids application by field and coordination with the City agronomist and farmers for the Fall 2025 and Spring 2026 biosolids application on the land application areas.
- Prepare quarterly tertiary pond reports required under Recycled Water NOA for Second Quarter 2025 through First Quarter 2026.
- Prepare annual report on 2025 tertiary pond activities required under the Recycled Water NOA and due to the Regional Board by April 1, 2026.

Task 2.3 Assumption

- The farmers/agronomist will provide the City/West Yost a list of fields proposed for biosolids application at least two weeks prior to each planned application event.

Task 2.3 Deliverables

- West Yost will provide a draft and final 2025 Annual Land Management Reports and Draft 2025 Annual Biosolids Application Report in PDF format.
- West Yost will prepare draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.
- West Yost will provide draft and final monthly land application reports in PDF format.
- West Yost will prepare emails with recommended biosolids applications (fall and spring)
- West Yost will prepare draft and final tertiary pond quarterly reports in PDF format.
- West Yost will provide a draft and final tertiary pond annual report in PDF format.

Task 2.4 Groundwater Reporting Support

West Yost's efforts during FY 25/26 will include development of the following:

- **Quarterly Self-Monitoring Reports for Second Quarter 2025 through First Quarter 2026:** These efforts will include coordination with City staff for respective data and information, compilation of attachments and development of draft cover letter for each report.
- **Quarterly groundwater elevation contour maps:** These are part of the Quarterly Self-Monitoring Reports and will be developed using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions.
- **2025 Annual Groundwater Evaluation Report:** This effort includes a statistical analysis of 2025 groundwater quality data, a determination of compliance with the groundwater limitations of the WDRs for each constituent monitored and compliance well, and identification and assessment of potential groundwater limitation compliance strategies, as needed. The Groundwater Evaluation Report is intended to be attached to the Annual Report under the WDRs developed by the City.

Task 2.4 Assumption

- The City will prepare the additional elements of the Annual Report beyond the Annual Groundwater Evaluation Report.

Task 2.4 Deliverables

- West Yost will prepare a draft and Final quarterly reports, including figures depicting the quarterly groundwater contour information, for Third Quarter 2025 through Second Quarter 2026, in PDF format.
- West Yost will provide an Annual Groundwater Evaluation Report summarizing the statistical analysis and compliance/corrective actions in PDF format, to be incorporated into the City's Annual Report.

Task 2.5 As-Needed WPCF Support Services

During FY 25/26, the City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 2.5 Deliverables

- West Yost will coordinate deliverables for this task with the City staff if services are requested.

ESTIMATED FEE

The estimated fee for each of the tasks described above and total estimated fee are shown in Table 1. West Yost will perform all work on an hourly basis at standard company charge rates and will not exceed the estimated cost without written authorization. Attachment A provides West Yost's 2024 charge rate schedule.

If additional budget is required to complete the Scope of Services identified herein, West Yost will request City authorization prior to exceeding the budget. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Project Fee for FY 24/25 and FY 25/26 Regulatory Support

Task	West Yost Fee, dollars	SSD Fee, dollars	Total Fee, dollars
Phase 1			
Task 1.1 Project Management	9,500	0	9,500
Task 1.2 Regulatory Program Management	14,200	7,000	21,200
Task 1.3 Land Application Monitoring Coordination and Reporting	64,100	0	64,100
Task 1.4 Groundwater Reporting Support	28,800	0	28,800
Task 1.5 WDRs Adoption Support	59,800	0	59,800
Task 1.6 Monitoring Well Network Modifications	39,300	0	39,300
Task 1.7 As-Needed WPCF Support Services	19,900	0	19,900
Subtotal for Phase 1 (FY 24/25)	**$235,600**	**$7,000**	**$242,600**
Phase 2			
Task 2.1 Project Management	5,900	0	5,900
Task 2.2 Regulatory Program Management	14,800	7,000	21,800
Task 2.3 Land Application Monitoring Coordination and Reporting	66,600	0	66,600
Task 2.4 Groundwater Reporting Support	29,900	0	29,900
Task 2.5 As-Needed WPCF Support Services	20,600	0	20,600
Subtotal for Phase 2 (FY 25/26)	**$137,800**	**$7,000**	**$144,800**
Total Project Budget	**$373,400**	**$14,000**	**$387,400**

SCHEDULE

West Yost anticipates conducting a kickoff meeting with City staff within four weeks after receiving notice to proceed. Other deliverables with specific regulatory deadlines will be developed in time to provide City staff at least one week for review of draft deliverables prior to preparing final documents. The timing of the remaining deliverables, such as draft permit comments, will depend on the Regional Board and cannot be estimated at this time.

Thank you for providing West Yost the opportunity to be of continued service to the City of Lodi with permitting services for the WPCF. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST

Charles Hardy, PE
RCE #71015

Kathryn Gies, PE
RCE #65022

Attachment A: West Yost 2024 Billing Rate Schedule

Attachment A

West Yost 2024 Billing Rate Schedule

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

WEST YOST
Water. Engineered.

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$355
Engineer/Scientist/Geologist Manager I / II	$335 / $351
Principal Engineer/Scientist/Geologist I / II	$302 / $322
Senior Engineer/Scientist/Geologist I / II	$272 / $286
Associate Engineer/Scientist/Geologist I / II	$226 / $243
Engineer/Scientist/Geologist I / II	$176 / $205
Engineering Aide	$106
Field Monitoring Services	$131
Administrative I / II / III / IV	$97 / $121 / $145 / $160
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$349 / $351
Principal Tech Specialist I / II	$320 / $331
Senior Tech Specialist I / II	$293 / $306
Senior GIS Analyst	$265
GIS Analyst	$251
Technical Specialist I / II / III / IV	$187 / $213 / $239 / $267
Technical Analyst I / II	$134 / $160
Technical Analyst Intern	$108
Cross-Connection Control Specialist I / II / III / IV	$140 / $151 / $170 / $189
CAD Manager	$211
CAD Designer I / II	$164 / $185
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$338
Construction Manager I / II / III / IV	$201 / $215 / $228 / $289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$181 / $201 / $224 / $232
Apprentice Inspector	$164
CM Administrative I / II	$87 / $118
Field Services	$232

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

WEST YOST
Water. Engineered.

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$300 / day
Aquacalc / Pygmy or AA Flow Meter	**$28 / day**
Emergency SCADA System	$35 / day
Field Vehicles (Groundwater)	**$1.02 / mile**
Gas Detector	$80 / day
Generator	**$60 / day**
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	**$55 / day**
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Back Pack	**$135 / day**
Low Flow Pump Controller	$200 / day
Powers Water Level Meter	**$32 / day**
Precision Water Level Meter 300ft	$30 / day
Precision Water Level Meter 500ft	**$40 / day**
Precision Water Level Meter 700ft	$45 / day
QED Sample Pro Bladder Pump	**$65 / day**
Storage Tank	$20 / day
Sump Pump	**$24 / day**
Transducer Communications Cable	$10 / day
Transducer Components (per installation)	**$23 / day**
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	**$22 / day**
Turbidity Meter	$30 / day
Turbidity Meter (2100Q Portable)	**$35 / day**
Vehicle (Construction Management)	$10 / hour
Water Flow Probe Meter	**$20 / day**
Water Quality Meter	$50 / day
Water Quality Multimeter	**$185 / day**
Well Sounder	$30 / day

Not To Exceed $1,163,900.00

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING INTERIM CITY MANAGER TO EXECUTE AMENDMENT NO. 5 WITH WEST YOST & ASSOCIATES, INC OF DAVIS, FOR FISCAL YEAR 2025/26 REGULATORY ENGINEERING SERVICES AT WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

==========

WHEREAS, the scope of work covers regulatory related support efforts and anticipated requirements under the following discharge permits issued by the Central Valley Regional Water Quality Control Board (Regional Board), including the General Permit for Municipal Wastewater Dischargers and associated site-specific Notices of Applicability, Waste Discharge Requirements, and State Water Resources Control Board orders governing recycled use; and

WHEREAS, the original professional services agreement with West Yost & Associates, Inc. was executed on September 1, 2020, to provide regulatory engineering services in support of compliance activities at the White Slough Water Pollution Control Facility; and

WHEREAS, Amendment No. 5 will authorize continued regulatory support services for Fiscal Year 2025-26, in the amount not-to-exceed $60,000, revising the total contract amount to $1,163,900, and provides continuity of ongoing regulatory assistance necessary to meet existing permit requirements; and

WHEREAS, Staff recommends that the City Council authorize the Interim City Manager to execute Amendment No. 5 with West Yost & Associates, Inc of Davis, for Fiscal Year 2025/26 Regulatory Engineering Services at White Slough Water Pollution Control Facility in the amount of $60,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager to execute Amendment No. 5 with West Yost & Associates, Inc of Davis, for Fiscal Year 2025/26 Regulatory Engineering Services at White Slough Water Pollution Control Facility in the amount of $60,000; and

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

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Authorizing Interim City Manager to Execute a Memorandum of Understanding Between the San Joaquin Council of Governments and the City of Lodi Regarding the Coordination of Ongoing Transit Planning and Programming of Federal Funds that Support the Ongoing and Future Deployment of Transit Services in the San Joaquin Region (PW)

MEETING DATE:
February 18, 2026

PREPARED BY:
Interim Public Works Director

RECOMMENDED ACTION:
Adopt a resolution authorizing the Interim City Manager to execute a Memorandum of Understanding between the San Joaquin Council of Governments and City of Lodi Regarding the Coordination of Ongoing Transit Planning and Programming of Federal Funds that Support the Ongoing and Future Deployment of Transit Services in the San Joaquin Region.

BACKGROUND INFORMATION:
The San Joaquin Council of Governments (SJCOG) is the Metropolitan Planning Organization (MPO) and Regional Transportation Planning Agency (RTPA) for the San Joaquin region. In this capacity, per 23 Code Federal Regulation Section 450.310, a Memorandum of Understanding (MOU) between SJCOG and the City of Lodi is required to specify the procedures for carrying out transportation planning and programming of Federal Transit Administration funds by Lodi.

The MOU affirms responsibilities, procedures, and roles for achieving cooperative transit planning and decision-making between SJCOG, California Department of Transportation (Caltrans), City of Lodi, and other transit operators in the San Joaquin region. The intent of the MOU is to:

- Articulate a transparent process for funding transit projects with federal dollars in full accordance with federal and state regulations;
- Support implementation of a performance-based approach to transportation decision making;
- Foster economies of scale through assistance in the coordination of funding for mutually beneficial capital projects, including shared facilities and bus purchase contracts;
- Provide for coordinated planning and foster coordinated services; and
- Apply federal transit dollars to implement transit priorities identified in the SJCOG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

The MOU defines various Federal and State regulatory requirements, including completion of planning documents, grant administration, regional and federal programming, reporting, governance structures, and conformance. Staff recommends adopting a resolution to approve this MOU, ensuring continued Federal

funding for City of Lodi transportation programs.

FISCAL IMPACT:
Without approval of this MOU, the City of Lodi would not be eligible for Federal Transit Administration funds, and the Lodi GrapeLine transit system would not be funded. There is no impact to the General Fund.

FUNDING AVAILABLE:
Not Applicable.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN JOAQUIN COUNCIL OF GOVERNMENTS,

AND

CITY OF LODI
(Contract# C-25-081)

"Regarding the Coordination of Ongoing Transit Planning and Programming of Federal Funds that Support the Ongoing and Future Deployment of Transit Services in the San Joaquin Region

This Memorandum of Understanding (MOU) is entered into between the SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG) and the CITY OF LODI, hereinafter referred to as the "Parties" and singularly as "Party", as of this ___ day of _____, 2026.

WITNESSES THAT:

WHEREAS, CITY OF LODI is a public transportation operator that provides service in the Lodi urbanized area and is eligible to apply for and receive Federal Transit Administration (FTA) and/or Federal Highways Administration (FHWA) transit funding for capital, operating, and planning assistance for the delivery of public mass transportation; and

WHEREAS, SJCOG is the Regional Transportation Planning Agency (RTPA) for the county of San Joaquin, and the cities therein, and is the Metropolitan Planning Organization (MPO) for the San Joaquin region, directed by a duly comprised Board of Directors of elected officials; and

WHEREAS, SJCOG also utilizes a committee structure that represents all of the transit operators in the region, which is called the Interagency Transit Committee (ITC), to advise the SJCOG Board on all planning and policy questions for transit issues of regional concern; and

WHEREAS, the California Department of Transportation "Caltrans" is the designated recipient for the Lodi urbanized area; and

WHEREAS, SJCOG, CITY OF LODI, Caltrans, and the transit operators in the San Joaquin region rely upon a cooperative relationship to foster comprehensive regional transit planning which feeds directly into state and national planning; and

WHEREAS, this MOU (Contract #C-25-081), replaces and supersedes the existing Transit MOU between the Parties (Agreement #C-17-025); and

WHEREAS, this MOU describes the planning and programming relationship between SJCOG and the CITY OF LODI ; and

WHEREAS, the Bipartisan Infrastructure Law (BIL) as enacted in the Infrastructure Investment and Jobs Act (IIJA), requires MPOs to work cooperatively with public transit operators to develop Regional Transportation Plans (RTPs) and Federal Transportation Improvement Programs (FTIPs) for urbanized areas. These are intended to further the national interest to encourage and promote the safe and efficient management, operation, and development of surface transportation systems to serve the mobility of people and freight and foster economic growth and development within and through urbanized areas, while minimizing transportation-related fuel consumption and air pollution; and

WHEREAS, the BIL also requires MPOs to work cooperatively with public transit operators to implement performance-based planning and programming for urbanized areas, which are intended to enhance the safety of the nation's public transportation systems, ensure that those systems are in a state of good repair, and provide increased transparency into agencies' budgetary decision-making processes; and

WHEREAS, the FTA in 23 Code Federal Regulations Section 450.310, requires either an MOU or an overall (unified) planning work program between the MPO and all local authorities and transit operators receiving FTA funds to specify the procedures for carrying out transportation planning and fund programming; and

WHEREAS, it is understood by the parties that Caltrans, in its role as the federal designated recipient will work cooperatively with the CITY OF LODI as it relates to the allocation and split of funds in the Lodi Urbanized area for the FTA Program(s) to be included in the TIP.

NOW, THEREFORE, in consideration of the mutual benefits to the transit operators and jurisdictions hereto, and in consideration of the covenants and conditions herein contained, SJCOG, and CITY OF LODI, agree as follows:

SECTION 1: Cooperative Relationship

1.1 MOU Purpose and Intent

The purposes of this MOU are to:

a. Set forth the basic structure for cooperative planning and decision-making regarding transit planning and programming between SJCOG, CITY OF LODI, and transit operators in the San Joaquin region; and
b. Foster a mutually beneficial working relationship between the Parties for the provision of comprehensive, effective, and coordinated transit planning between each jurisdiction's public mass transportation system; and
c. Identify the regional transit planning responsibilities, in coordination with Caltrans, as the designated recipient, for programming federal funds within the SJCOG FTIP; and
d. Recognize that Caltrans will fulfill its role to determine the process for the allocation of federal funds in the Lodi urbanized area (UZA) in compliance with federal requirements;

The intent of this MOU is to:

a. Articulate a transparent process for funding transit projects with federal dollars in full accordance with federal and state regulations; and
b. Support implementation of a performance-based approach to transportation decision making; and
c. Foster economies of scale through assistance in the coordination of funding for mutually beneficial capital projects, including shared transit facilities and bus purchase contracts; and
d. Provide for coordinated planning and foster coordinated services; and
e. Apply federal transit dollars to implement transit priorities identified in the SJCOG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

1.2 Representation on SJCOG Interagency Transit Committee

The ITC was created to improve communication among the transit agencies within San Joaquin County and serves as the primary committee to coordinate regional transit planning and programming of federal transit related funds. Representatives from transit operators in the region, as well as from SJCOG member agencies, are invited to serve on the ITC. The CITY OF LODI shall provide one (1) representative and one (1) alternate to serve on the ITC on matters that pertain to this MOU or shall identify an ITC representative from another agency/jurisdiction to serve as its representative. The CITY OF LODI agrees to work cooperatively with SJCOG, other transit operators and member agencies in ensuring the provision of coordinated, region-wide transit services. SJCOG shall coordinate and facilitate activities related to the ITC.

1.3 Communication and Agreements

A critical component of coordination involves open and productive communication. SJCOG is required to update the FTIP/RTP every even-numbered year and the RTP every four (4) years. Responsive communication between the Parties is imperative in order to meet this mandate.

Within the designated urbanized area, transit operators that meet the applicable federal requirements are eligible to apply for FTA and/or FHWA transit funding for capital, operating, and planning assistance for the delivery of public mass transportation under arrangements in accordance with federal laws, and through a process defined by the Caltrans as the designated recipient for the Lodi UZA.

Annual Certifications and Assurances Regarding FTA Grant Programs

By signing this Agreement, each Party, and its subrecipients, certifies to comply with the applicable Annual Certifications and Assurances for FTA Grant Programs, including the Urbanized Area Formula Grants (5307), published annually in the Federal Register, and agree to forward to SJCOG a signed copy of the Certifications and Assurances form for each year prior to the time the Party receives its first FTA Urbanized Area Formula Grants (5307) and Bus and Bus Facilities (5339) Programs grant award for the year.

Public Involvement

The federal regulations for metropolitan planning under BIL are incorporated within the SJCOG adopted public participation plan. Federal law requires that the MPO work cooperatively with the state department of transportation and the regional transit operators to provide citizens, affected public agencies, representatives of transportation agencies, freight shippers, private providers of transportation, representative users of public

transit, and other interested transit operators and jurisdictions a reasonable opportunity to comment on proposed transportation plans and programs.

To receive a FTA grant, a grant applicant must meet certain public participation requirements in development of the FTA programs. Per FTA Circular 9030.1E, Chapter IV, FTA considers a grantee to have met the public participation requirements associated with the annual development of the Program of Projects (POP) when the grantee follows the public involvement process outlined in the FHWA/FTA planning regulations for the TIP (see MOU Section 3).

All SJCOG public involvement efforts are consistent with Title VI of the Civil Rights Act and the Executive Order on Environmental Justice.

Funding Availability
SJCOG will make known funding opportunities that are administered by SJCOG through its regularly scheduled committees, the ITC, Social Service Transportation Advisory Council (SSTAC), and the Technical Advisory Committee (TAC).

1.4 Responsibilities

The Executive Director of SJCOG and City Manager of CITY OF LODI are the primary individuals responsible for ensuring compliance with the provisions specified in this MOU.

SECTION 2: Transit Planning

2.1 Planning Assistance

Upon request, or in order to maintain eligibility for federal funds, SJCOG will assist in the development of transit planning documents produced by either party. The type of assistance provided by SJCOG will include, but is not limited to, the following:

a. Obtain and analyze data from various sources to develop concrete demographic, growth, and use assumptions for the purpose of transit forecasting and development (e.g., trip generation tables, census information, maps);
b. Assist in obtaining state and federal funding of projects consistent with the SJCOG RTP/SCS and FTIP/RTP (e.g., completing paperwork, facilitating FTIP/RTP amendments);
c. Provide a program through the FTIP/RTP or Overall Work Program (OWP) through which federal funds can be authorized for expenditure; and
d. Support operators in our MPO function in compliance with BIL mandates

A final copy of all transit planning documents, including FTA Triennial Audits, National Transit Database, and State Controller Reports, as well as the transit asset management plans and safety plans produced by the Party, will be forwarded to SJCOG. This will assist SJCOG in overall transit planning coordination as well as ensuring that FTA and FHWA transit funds are used as planned, as per FTA and FHWA requirements.

2.2 Regional Planning (Regional Transit Coordination)

As part of its MPO role, SJCOG will coordinate cooperative planning efforts with the Party for the transportation system within the Party's jurisdiction as needed. SJCOG will also coordinate cooperative planning between the intraregional and interregional transit networks within the regional transportation system.

As the MPO, SJCOG will also be responsible for the development of required regional planning documents for the San Joaquin region, such as the RTP/SCS. The Party will provide technical information during the development of these regional planning documents through the SJCOG committee structure.

2.3 Long-Range Regional Transportation Plan - Regional Transportation Plan

SJCOG agrees to prepare, adopt and maintain, as required, a Long-range Regional Transportation Plan (RTP). In accordance with the planning regulations and FTA and FHWA guidance, the Parties to this MOU will participate in the development of SJCOG's RTP, referred to as the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The RTP/SCS will assess the transportation needs of the region and set forth improvements necessary to address those needs over a minimum twenty (20) year period. SJCOG updates its RTP/SCS every four (4) years, consistent with federal and state guidelines.

In order to comply with the planning regulations and federal guidance for the development of the RTP/SCS, the Parties agrees to work cooperatively in the refinement of the RTP through the conduct of and participation in multimodal transportation studies. The Parties also agree to provide information required to fully comply with the federal requirements. Examples of the types of information required to be provided to SJCOG by transit operators include, but are not limited to, the following:

a. An overview of key performance measures of existing transit systems;
b. Transit demand projections;
c. Anticipated fleet replacement and expansion needs (Transit Asset Management Plan and targets and Agency Safety Plans and targets);
d. Anticipated equipment replacement and rehabilitation needs;
e. Anticipated facility needs;
f. System improvement strategies with time frames for action;
g. A financial plan, including expected revenues, planned expenditures, documentation of fiscal ability to operate and expand services and strategies to deal with potential funding support changes; and

To the extent that a current, adopted Short-Range Transit Plan, required by FTA for direct receipt of federal transit funding, includes the foregoing information, then providing SJCOG with a copy of a Short-Range Transit Plan will be deemed in compliance with the RTP information submittal requirements.

2.4 Short-Range Transit Plan

In response to FTA and FHWA planning regulations and guidance, and in accordance with SJCOG's Short-Range Transit Plan (SRTP) Guidelines, the Party will prepare SRTPs that set out transit planning and programming for a ten-year period. The SRTP will be updated every five years. These SRTPs will provide input for SJCOG's preparation of the Transportation Improvement Program. The SRTPs will address unmet

transit needs and service level sustainment, in addition to other agency-specific concerns. SRTPs shall contain a list of projects for future FTA and FHWA transit funding. The project list shall:

a) Identify and describe the scope of the specific projects and services, which address ongoing and increased transit demands. These projects and services, which include but are not limited to, Americans with Disabilities Act (ADA) and Transportation Control Measures (TCMs), shall be described with sufficient detail (design, concept, and scope) to permit air quality conformity analysis to be performed by SJCOG. The list shall also address the issues related to unmet transit needs that are reasonable to meet.

b) Identify the amount and type of federal and non-federal funds required to support the projects for each year represented in the Plan. In addition, the list shall identify anticipated discretionary funding estimates for the FTIP/RTP and RTP.

SJCOG will work cooperatively with the CITY OF LODI in their efforts to generate information needed to prepare their SRTPs and future updates. Furthermore, the SJCOG-adopted Regional Transit System Plan (RTSP) will serve as the basis for planning and programming.

2.5 Air Quality

Currently, the San Joaquin Valley (or portions thereof) is designated as in nonattainment with respect to Federal air quality standards for ozone, and particulate matter under 2.5 microns in diameter (PM2.5); and has a maintenance plan for particulate matter under 10 microns in diameter (PM-10). Therefore, transportation plans and programs for the nonattainment areas for the San Joaquin County area must satisfy the requirements of the Federal transportation conformity regulation.

In nonattainment areas for air quality standards, the MPO is responsible for determining conformity of the TIP and RTP with the State Implementation Plan to achieve air quality standards. The goal is to ensure that transportation plans, programs, and projects do not adversely affect the region's air quality standards.

Conformity consultation in the San Joaquin Region is to be done in accordance with Title 40 Code of Federal Regulations section 93.105. Under these requirements, SJCOG consults with local governments and appropriate State and federal agencies on the TIP, RTP, conformity analysis, and the SJCOG Overall Work Program. For local government consultation, the Party and SJCOG will work collaboratively on amendments to the TIP and RTP and ensure those amendments are in compliance with air quality conformity requirements.

2.6 Overall Work Program

Since 1969, SJCOG has filled a variety of roles for its member jurisdictions and San Joaquin County, including serving as the Regional Transportation Planning Agency, Metropolitan Planning Organization, Airport Land Use Commission, Census Data Center, Congestion Management Agency, Local Transportation Authority, Regional Housing Needs Allocation, Lead Agency – Transportation Air Quality Attainment, and San Joaquin County Multi-Species Conservation Plan.

The Overall Work Program (OWP) is a management tool and is developed to address the core planning functions, tasks, and products that SJCOG will undertake to deliver during each fiscal year. SJCOG develops its annual program of projects in consultation with interested transit operators and local government agencies.

Through a collaborative process with federal, state and local agencies, SJCOG also seeks input on the OWP from the public on key issues facing the San Joaquin region. Planning for the OWP is a continuous process. Each year, the draft OWP is provided to local, state and federal agencies for review. The draft OWP is presented to the SJCOG Board in the month of February and, upon approval, is sent to Caltrans and FTA/FHWA, and posted on the web site for general public review. SJCOG then responds to the comments received and the Board adopts the Final OWP by May 1 of each year.

SECTION 3: Programming of Federal Funds

3.1 Federal Funds Sub-Allocation Process (FTA Grant Process)

Caltrans is the designated recipient for the Lodi urbanized area and has the sole responsibility of defining a process, allocating, and splitting funding for the respective FTA programs. This will be done in accordance with FTA laws and regulations.

The same notices of intent, publication of proposed projects, and public involvement and review also shall be used to fulfill the public hearing requirements of Title 49 United States Code Section 5307, covering review and approval of FTA grant applications for FTIP/RTP projects.

3.2 Federal Transportation Improvement Program (FTIP) Programming

The Parties agree that it is desirable to ensure that a stable funding stream is available for all area operators that allows the operators to carry out coordinated services throughout the urbanized area.

Following notification by Caltrans, the designated recipient, SJCOG distributes notices of intent to develop or amend the FTIP/MTIP, publishes the proposed program of projects to be adopted, and carries out a public involvement and review process for FTIP/RTP adoption or amendment, in compliance with Title 23 Code of Federal Regulations Sections 450.312 and 450.324.

3.3 Applications for Transit Funding (FTA Grant Administration)

As the Metropolitan Planning Organization, SJCOG is responsible for programming federal formula funds allocated under the Federal Transit Act and identifying these funds in the federal transportation improvement program, as directed by Caltrans, the designated recipient for the Lodi urbanized area. Participation in this MOU is required for the receipt of Federal FTA and/or FHWA funds, specifically the FTA Urbanized Area Formula Grants (5307) and Bus and Bus Facilities (5339) Programs.

After the completion of the Lodi Urbanized Area funding allocation process, each Party seeking federal transit funding, in association with the other transit operators and jurisdictions, will prepare applications to the FTA or FHWA for federal transit funding. Draft applications will be submitted to SJCOG, in advance of the FTA or FHWA submittal to confirm accuracy and consistency with FTIP/RTP programming requirements and with the local SRTP and SJCOG RTP/SCS, as required by federal guidelines.

All Parties agree to work in good faith to develop consistent programming, documentation, and funding requests in a manner consistent with FTA or FHWA requirements.

SECTION 4: FTIP Project Monitoring & Maintenance

4.1 Progress Reporting

SJCOG is responsible for tracking the overall progress of all projects in the FTIP/RTP and is required to produce an annual list of projects for which federal funds have been obligated in the preceding year and will ensure that it is made available for public review.

The Party will assist SJCOG's efforts to track the overall progress of transit projects in the FTIP/RTP through providing basic access to their FTA TrAMS accounts. At a minimum, milestone/progress reports submitted to FTA and reviewed by SJCOG shall contain all of the information required in FTA Circular 5010, as amended, for grant administration procedures. If project specific questions are raised by FTA or SJCOG that cannot be answered through review of the TrAMS documentation, the Party will, upon request, provide SJCOG additional information. Examples of information that may be periodically requested may include the following:

a) A classification of the projects by the individual categories, as identified in the FTIP/RTP;
b) A documentation of the stage of project implementation;
c) An explanation for any project delays if the project is behind schedule;
d) The reasons for any cost overruns if the project is over budget;
e) A status update on the amount of federal funding obligated, received, and used to support projects;
f) Any identified needs for an FTIP/RTP amendment; and
g) Project savings to be reverted, if any, at project completion;

4.2 FTIP/RTP Amendments

SJCOG processes FTIP/RTP modifications and amendments periodically. Each transit operator or member agency receiving transit funding is responsible for notifying SJCOG if there is the need to amend the FTIP/RTP. Amendments may require three to four months to process for approval. SJCOG typically processes FTIP/RTP amendments on an as needed basis. A formal request for changes in project cost, scope, or schedule must be made to be incorporated in an amendment. Certain minor adjustments and administrative and project budget modifications can be made outside the formal amendment process, but must be requested in writing. Due to the complexity of making federal funding changes, the Transit Agency should allow plenty of time and engage SJCOG early.

Amendments may be needed to address issues such as funding shortfalls, delays in project implementation, and/or new projects that need to be included in the FTIP/RTP. Subrecipients of FTA funding shall regularly update SJCOG on project status.

SECTION 5: Additional Terms and Conditions of the MOU

5.1 MOU Amendments

This MOU may be amended at any time by the mutual agreement of the Parties hereto.

5.2 MOU Withdrawal; MOU Termination

Participation in the MOU may be terminated, administratively, by any of the signatory below, hereto provided that the terminating Party provides notice to the other party at least thirty (30) days prior to the date of termination.

5.3 Notice

Any notice under this MOU shall be in writing and either personally delivered or sent by First Class U.S. Mail, postage pre-paid, addressed as follows:

SJCOG
Diane Nguyen
Executive Director
San Joaquin Council of Governments
555 E. Weber Avenue
Stockton, CA 95202

CITY OF LODI
James Lindsay
Interim City Manager
City of Lodi
221 W Pine Street
Lodi, CA 95240

5.4 Counterparts

The Parties agree that this MOU may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument.

5.5 MOU Authorization

By our signature below, we certify that our respective Boards of Directors or City Councils have authorized us to enter into this MOU on behalf of our agency.

James Lindsay Date
Interim City Manager
CITY OF LODI

Diane Nguyen, AICP Date
Executive Director
SJCOG

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING INTERIM CITY MANAGER TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN JOAQUIN COUNCIL OF GOVERNMENTS AND THE CITY OF LODI REGARDING THE COORDINATION OF ONGOING TRANSIT PLANNING AND PROGRAMMING OF FEDERAL FUNDS THAT SUPPORT THE ONGOING AND FUTURE DEPLOYMENT OF TRANSIT SERVICES IN THE SAN JOAQUIN REGION

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WHEREAS, the San Joaquin Council of Governments (SJCOG) is the Metropolitan Planning Organization (MPO) and Regional Transportation Planning Agency (RTPA) for the San Joaquin region; and

WHEREAS, in this capacity, per 23 Code Federal Regulation Section 450.310, a Memorandum of Understanding (MOU) between SJCOG and the City of Lodi is required to specify the procedures for carrying out transportation planning and programming of Federal Transit Administration funds by Lodi; and

WHEREAS, the MOU affirms responsibilities, procedures, and roles for achieving cooperative transit planning and decision-making between SJCOG, California Department of Transportation (Caltrans), City of Lodi, and other transit operators in the San Joaquin region; and

WHEREAS, Staff recommends that the City Council authorize the Interim City Manager to execute the Memorandum of Understanding between the San Joaquin Council of Governments and City of Lodi Regarding the Coordination of Ongoing Transit Planning and Programming of Federal Funds that Support the Ongoing and Future Deployment of Transit Services in the San Joaquin Region.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager to execute the Memorandum of Understanding between the San Joaquin Council of Governments and City of Lodi Regarding the Coordination of Ongoing Transit Planning and Programming of Federal Funds that Support the Ongoing and Future Deployment of Transit Services in the San Joaquin Region; and

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

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Accept Improvements Under Contract for 2024 DeBenedetti Park South Parking Lot Expansion (PW)

MEETING DATE:
February 18, 2026

PREPARED BY:
Interim Public Works Director

RECOMMENDED ACTION:
Accept Improvements Under Contract for 2024 DeBenedetti Park South Parking Lot Expansion.

BACKGROUND INFORMATION:
In 2013, the accessibility and parking improvements for DeBenedetti Park were completed. This project consisted of two Americans with Disabilities Act (ADA)-compliant parking stalls, accessible paths to the bottom of the north and south basins, and completing the sidewalk along Century Boulevard. In 2014, the Public Works Department added a paved parking lot with 29 standard parking stalls with a turnaround area. In 2017, the parking lot was expanded adding 97 additional standard parking stalls and four additional ADA compliant parking stalls. This project addressed the need for additional parking and better parking lot circulation. Furthermore, portions of the one-mile loop trail were previously unlit, posing safety and security concerns.

This project included:

- Expanding the parking area with 171 additional parking stalls, 5 additional ADA-compliant parking stalls, and 10 electric vehicle (EV) charging stalls.
- Lighting for the new and existing parking areas as well as portions of the one-mile loop trail.
- A two-lane drive aisle to connect the south parking lot to Century Blvd.
- Water main and fire hydrant improvements.

On April 3, 2024, Council approved plans and specifications for the project and authorized advertisement for bids.

On December 4, 2024, bids were opened with the lowest bidder being Western Engineering Contractor Inc. from Loomis. Western Engineering's base bid totaled $1,398,249.00, with bid alternates totaling $267,085.00, for a total combined base bid and alternates of $1,756,104.00.

On January 15, 2025, Council adopted Resolution No. 2025-007, to award the contract to Western Engineering Contractor, Inc., of Loomis in the amount of $1,756,104 and authorized City Manager to execute change orders in an amount not to exceed $180,000. The contract was executed with all of the bid alternates.

The contractor started work on March 24, 2025. The parking lot, walkways, ADA complaint parking, and EV infrastructure was substantially completed by August 29, 2025. Due to long lead times for electrical

equipment, the full project scope was not completed until December 1, 2025. The EV charger units were not installed as part of this project as the City is still determining which EV charger brand / method they intend to utilize for owning and operating the chargers. The chargers will be installed under a future project once that determination has been made.

All work was completed in conformance with the specifications approved by City Council. The original contract was $1,756,104, with the final contract amount being $1,752,323.59. This decrease (through two change orders) was primarily due to the removal of (5) EV chargers and associated related work removed from the project scope. A breakdown of each change order is as follows:

Change Order No.1 (-174.39) Included removal of Bid Item Alternate #2 (EV Chargers) and included adding traffic striping at the intersection of Century Blvd and Sage Way to facilitate an all-way stop, per City's request.

Change Order No. 2 (−$3,606.02) includes all additional unforeseen miscellaneous work required due to unknown site conditions, removal of Bid Item Alternate A2B (EV Conductor) from the project scope, and adjustments to bid item quantities utilized during the project.

Project photos are attached in Exhibit A

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

FISCAL IMPACT:
There will be an increase in the park's maintenance cost associated with the asphalt and lighting, however, these improvements will greatly enhance the safety, accessibility, and convenience to the overall DeBenedetti Park facility.

FUNDING AVAILABLE:
This project was funded through Parks & Rec. Impact Fees - (43799000.77020) PKCP-20004.

EXHIBIT A



New Parking and Pathway Lights



South Parking Lot Expansion



New ADA Parking and EV Electrical Switchgear

COUNCIL COMMUNICATION

AGENDA TITLE:
Set Public Hearing for March 18, 2026, to Consider Resolution Adopting Pre-Approved, Proposition 218 Consumer Price Index-Based Annual Adjustment to Rates for Solid Waste Collection (PW)

MEETING DATE:
February 18, 2026

PREPARED BY:
Interim Public Works Director

RECOMMENDED ACTION:
Set Public Hearing for March 18, 2026, to consider resolution adopting pre-approved, Proposition 218 Consumer Price Index-based annual adjustment to rates for solid waste collection.

BACKGROUND INFORMATION:
The franchise agreement with Central Valley Waste Services (doing business as WM) allows rates for solid waste collection to be adjusted annually, on April 1st.

Section 10b and 10d of the franchise agreement allows Central Valley Waste Services the option to:

(a) adjust rates equal to 80 percent of the annual change in the Consumer Price Index (CPI) for all Urban Consumers for San Francisco-Oakland-Hayward, California Area, all Items (1982 - 84 = 100), plus an adjustment for extraordinary increases in landfill fees, fuel and energy costs, and changes in law, up to 100 percent of the change in the CPI.

Central Valley Waste Services is requesting to increase rates by 1.742 percent of the annual change in the CPI. The annual change in the CPI is 2.178 percent. The increase in rates based on 80 percent of the CPI change is 1.742 percent. During the same period, North County Landfill disposal rates decreased from $49.76 per ton to $40.64 per ton, representing an 18.33% reduction in disposal costs. This reduction substantially offsets the CPI increase, resulting in a minimal net adjustment.

For most residential customers, the rate increase will be $0.08 per month. The effective date of the proposed rates is April 1, 2026. The complete schedule of proposed rate changes is shown in Exhibit A.

FISCAL IMPACT:
Franchise and billing fees paid to the City will increase by approximately $7,200annually.

FUNDING AVAILABLE:
Not Applicable.

EXHIBIT "A"
CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE APRIL 1, 2026 THROUGH MARCH 31, 2027

Services Offered	Current Monthly Rate	New Monthly Rate
1. 35 GALLON REFUSE CART 1X PER WEEK**		
1 Refuse Cart	$39.36	$39.44
2 Refuse Carts	$95.73	$95.91
3 Refuse Carts	$152.11	$152.39
4 Refuse Carts	$208.54	$208.92
2. 64 GALLON REFUSE CART 1X PER WEEK**		
1 Refuse Cart	$56.57	$56.68
2 Refuse Carts	$138.64	$138.90
3 Refuse Carts	$220.70	$221.10
3. 96 GALLON WASTE CART 1X PER WEEK**		
1 Refuse Cart	$62.93	$63.05
2 Refuse Carts	$125.86	$126.09
3 Refuse Carts	$188.80	$189.15
4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES		
Monthly rate is reduced one (1) dollar from above base rat	-$1.00	-$1.00
7. ADDITIONAL 64 GALLON RECYCLING CARTS		
Second and Third Recycling Cart	$0.00	$0.00
Fourth and Each Additional Cart	$18.42	$18.45
8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS		
Second and Third Yard and Garden Cart	$0.00	$0.00
Fourth and Each Additional Yard and Garden Cart	$18.42	$18.45
9. BACK YARD SERVICE****		
Monthly service charge	$18.87	$18.91
Qualified Disabled	$0.00	$0.00

Notes:
******Applies to Single Family Dwellings Only**

EXHIBIT "A"
CITY OF LODI
COMMERCIAL
EFFECTIVE APRIL 1, 2026 THROUGH MARCH 31, 2027

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	$178.39	$331.86	$760.38	$1,372.31	$2,167.61	$3,146.22
2	$283.43	$517.08	$1,080.75	$1,864.52	$2,868.31	$4,092.13
3	$388.40	$702.22	$1,401.06	$2,356.67	$3,568.98	$5,037.98
4	$493.42	$887.38	$1,721.44	$2,848.85	$4,269.68	$5,983.93
5	$598.46	$1,072.56	$2,041.77	$3,341.07	$4,970.44	$6,929.73
6	$703.49	$1,257.74	$2,362.09	$3,833.28	$5,671.04	$7,875.63
7	$808.52	$1,442.97	$2,682.43	$4,325.43	$6,371.73	$8,821.50
8	$913.53	$1,628.07	$3,002.83	$4,817.55	$7,072.43	$9,767.42
9	$1,018.51	$1,813.35	$3,323.16	$5,309.78	$7,773.16	$10,713.28
10	$1,123.61	$1,998.50	$3,643.46	$5,801.96	$8,473.80	$11,659.09

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	$259.95	$489.88	$1,013.73	$1,733.46	$2,649.11	$3,760.62
2	$441.37	$823.11	$1,557.30	$2,526.66	$3,731.06	$5,170.60
3	$622.90	$1,156.27	$2,100.99	$3,319.91	$4,813.05	$6,580.53
4	$804.41	$1,489.53	$2,644.59	$4,113.13	$5,895.17	$7,990.51
5	$985.92	$1,822.56	$3,188.18	$4,906.34	$6,977.11	$9,400.47
6	$1,167.45	$2,155.78	$3,731.71	$5,699.61	$8,059.13	$10,810.48
7	$1,348.99	$2,488.99	$4,275.41	$6,492.79	$9,141.10	$12,220.36
8	$1,530.44	$2,822.17	$4,819.01	$7,286.01	$10,223.12	$13,630.42
9	$1,712.00	$3,155.36	$5,362.61	$8,079.24	$11,303.90	$15,040.34
10	$1,893.49	$3,488.48	$5,906.25	$8,872.44	$12,389.00	$16,450.31

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	$330.87	$627.00	$1,216.85	$2,002.54	$2,984.21	$4,161.80
2	$583.38	$1,097.15	$1,963.48	$3,064.87	$4,401.37	$5,972.96
3	$835.93	$1,567.40	$2,710.21	$4,127.24	$5,818.52	$7,784.08
4	$1,088.41	$2,037.61	$3,456.89	$5,189.55	$7,235.69	$9,595.24
5	$1,340.93	$2,507.85	$4,203.55	$6,251.98	$8,652.93	$11,406.44
6	$1,593.47	$2,978.00	$4,950.24	$7,314.28	$10,070.02	$13,217.58
7	$1,845.95	$3,447.66	$5,696.92	$8,376.57	$11,487.17	$15,028.76
8	$2,098.49	$3,918.42	$6,443.64	$9,438.90	$12,904.36	$16,839.90
9	$2,350.99	$4,388.69	$7,190.36	$10,501.28	$14,321.51	$18,651.08
10	$2,603.50	$4,858.88	$7,937.00	$11,563.60	$15,738.63	$20,462.17

EXHIBIT "A"
CITY OF LODI
COMMERCIAL
EFFECTIVE APRIL 1, 2026 THROUGH MARCH 31, 2027

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	$401.95	$763.98	$1,419.94	$2,271.73	$3,319.42	$4,562.99
2	$725.42	$1,371.25	$2,369.67	$3,603.15	$5,071.73	$6,775.41
3	$1,048.94	$1,978.55	$3,319.46	$4,934.67	$6,824.05	$8,987.74
4	$1,372.49	$2,585.84	$4,269.27	$6,266.15	$8,576.44	$11,200.07
5	$1,695.99	$3,193.08	$5,218.98	$7,597.59	$10,328.78	$13,412.49
6	$2,019.53	$3,800.37	$6,168.83	$8,929.03	$12,081.02	$15,624.84
7	$2,343.09	$4,407.66	$7,118.64	$10,260.54	$13,833.32	$17,837.20
8	$2,666.69	$5,014.95	$8,068.39	$11,591.96	$15,585.67	$20,049.59
9	$2,990.17	$5,622.21	$9,018.16	$12,923.44	$17,338.06	$22,261.94
10	$3,313.77	$6,229.48	$9,967.92	$14,254.88	$19,090.36	$24,474.28

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	$472.91	$901.04	$1,623.00	$2,540.79	$3,654.62	$4,964.19
2	$867.46	$1,645.33	$2,775.94	$4,141.48	$5,742.07	$7,577.74
3	$1,261.98	$2,389.69	$3,928.75	$5,742.05	$7,829.61	$10,191.39
4	$1,656.54	$3,134.03	$5,081.67	$7,342.66	$9,917.05	$12,804.97
5	$2,051.17	$3,878.40	$6,234.45	$8,943.26	$12,004.56	$15,418.52
6	$2,445.64	$4,622.69	$7,387.42	$10,543.86	$14,092.10	$18,032.09
7	$2,840.28	$5,367.01	$8,540.27	$12,144.50	$16,179.57	$20,645.63
8	$3,234.80	$6,111.34	$9,693.14	$13,745.05	$18,267.04	$23,259.24
9	$3,629.41	$6,855.72	$10,846.00	$15,345.68	$20,354.59	$25,872.81
10	$4,023.93	$7,600.07	$11,998.90	$16,946.23	$22,442.04	$28,486.37

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	$543.89	$1,038.10	$1,826.12	$2,809.96	$3,989.74	$5,365.47
2	$1,009.46	$1,919.46	$3,182.03	$4,679.65	$6,412.43	$8,380.20
3	$1,475.03	$2,800.82	$4,538.01	$6,549.42	$8,835.02	$11,394.95
4	$1,940.57	$3,682.19	$5,893.94	$8,419.10	$11,257.73	$14,409.72
5	$2,406.13	$4,563.52	$7,249.88	$10,288.81	$13,680.32	$17,424.49
6	$2,871.68	$5,445.00	$8,605.86	$12,158.55	$16,103.00	$20,439.22
7	$3,337.24	$6,326.33	$9,961.79	$14,028.25	$18,525.67	$23,454.00
8	$3,802.75	$7,207.72	$11,317.74	$15,897.97	$20,948.27	$26,468.76
9	$4,268.35	$8,089.03	$12,673.76	$17,767.70	$23,370.95	$29,483.55
10	$4,733.95	$8,970.41	$14,029.68	$19,637.38	$25,793.56	$32,498.34

EXHIBIT "A"
CITY OF LODI
COMMERCIAL
EFFECTIVE APRIL 1, 2026 THROUGH MARCH 31, 2027

WEEKLY SERVICE - 35 GALLON ORGANICS CONTAINER

# OF CONTAINERS	1 X WK	2 X WK*
1	$53.74	$107.48
2	$107.49	$214.92
3	$161.22	$322.41
4	$214.94	$429.87
5	$268.69	$537.33

WEEKLY SERVICE - 64 GALLON ORGANICS CONTAINER

# OF CONTAINERS	1 X WK	2 X WK*
1	$80.85	$161.71
2	$161.71	$323.39
3	$242.56	$485.12
4	$323.39	$646.82
5	$404.26	$808.52

ANCILLARY SERVICES

Contamination	$114.70

* Available for customers with 4+ carts

EXHIBIT "A"

CITY OF LODI

COMMERCIAL COMPACTOR RATES

EFFECTIVE APRIL 1, 2026 THROUGH MARCH 31, 2027

Services Offered	Current Monthly Rate	New Monthly Rate
1. 2 CUBIC YARD COMPACTOR		
1X Week	$399.83	$400.57
2X Week	$799.69	$801.16
3X Week	$1,199.51	$1,201.72
4X Week	$1,599.39	$1,602.33
5X Week	$1,999.20	$2,002.88
2. 3 CUBIC YARD COMPACTOR		
1X Week	$494.06	$494.97
2X Week	$988.10	$989.92
3X Week	$1,482.15	$1,484.88
4X Week	$1,976.24	$1,979.88
5X Week	$2,470.29	$2,474.83
3. 4 CUBIC YARD COMPACTOR		
1X Week	$589.01	$590.09
2X Week	$1,178.03	$1,180.20
3X Week	$1,767.07	$1,770.32
4X Week	$2,356.10	$2,360.43
5X Week	$2,945.13	$2,950.54

EXHIBIT "A"
CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE
EFFECTIVE APRIL 1, 2026 THROUGH MARCH 31, 2027

	Current Rates	New Monthly Rate
PERMANENT HIGH FREQUENCY ROLL-OFF RATES		
1. Drop-off and Pick-up Charge Per Box	$236.91	$237.35
2. Tons Disposed/Box X Processing Charge	$53.35	$53.45
ONE-TIME TEMPORARY USER ROLL-OFF RATES		
1. Drop/off/Pick-up Charge Per Box	$300.84	$301.39
2. Tons Disposed/Box X Processing Charge	$53.35	$53.45

EXHIBIT "A"
CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2026 THROUGH MARCH 31, 2027

	Current Rates	New Rates
TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES		
1. Drop/off/Pick-up Charge Per Box	$411.24	$411.99
2. Tons Disposed/Box X Processing Charge	$53.16	$53.26

* This charge will be applied to loads that are serviced by "Roll Off" vehicles.
* This charge will be applied per load to self contained compaction containers c
purpose of compaction in sizes on or about 10 to 50 cubic yards.

COUNCIL COMMUNICATION

AGENDA TITLE:
Set a Public Hearing for March 4, 2026, to Repeal and Replace Resolution No. 2018-111 and Authorize the City of Lodi to Join the Statewide Community Infrastructure Program; Authorize the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special District Taxes and to Form Assessment Districts and Community Facilities Districts Within the Territory of the City of Lodi; Embody the Terms of a Joint Community Facilities Agreement Setting Forth the Provisions for Community Facilities District Financings; Approve Form of Acquisition Agreement for Use When Applicable; and Authorize Related Actions (ED)

MEETING DATE:
February 18, 2026

PREPARED BY:
Luis Aguilar, Economic Development Director

RECOMMENDED ACTION:
Set a Public Hearing for March 4, 2026, to repeal and replace Resolution No. 2018-111 and authorize the City to join the Statewide Community Infrastructure Program (SCIP); authorize the California Statewide Communities Development Authority (CSCDA) to accept applications from property owners, conduct special assessment proceedings and levy assessments and special district taxes and to form assessment districts and community facilities districts within the territory of the City of Lodi; embody the terms of a joint community facilities agreement setting forth the provisions for community facilities district financings; approve form of acquisition agreement for use when applicable; and authorize related actions.

BACKGROUND INFORMATION:
CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. Over 500 cities, counties and special districts throughout California are members of CSCDA.

The Statewide Community Infrastructure Program (SCIP) was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development related fees that would be payable by property owners upon receiving development entitlements or building permits through a pooled special assessment districts program and later expanded to include financing of public capital improvements constructed by developers and public services necessary to support development in the participating agency.

Since its inception, SCIP has issued over $1 billion in land secured special assessment and CFD bonds for development projects in California. The City of Lodi joined SCIP in 2018 as authorized by Resolution No. 2018 -111.

At the public hearing, the City Council will consider modifications to its SCIP participation to modernize the governing documents; staff therefore requests that the City Council set a hearing for March 4, 2026 to repeal and replace Resolution No. 2018-111.

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.

COUNCIL COMMUNICATION

AGENDA TITLE:
Public Hearing to Consider Adopting a Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers (PW)

MEETING DATE:
February 18, 2026

PREPARED BY:
Interim Public Works Director

RECOMMENDED ACTION:
Conduct Public Hearing to consider adopting a resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers.

BACKGROUND INFORMATION:
On January 17, 2024, City Council approved a five-year rate plan in accordance with the Proposition 218 rate setting process. The proposed rate adjustments are needed to generate sufficient revenue to meet projected operation and maintenance costs and debt service obligations, as well as necessary current and future capital maintenance improvements.

The approved five-year rate plan allows annual rate adjustments in accordance with the change in Engineering News Record Index (ENR) but capped at a maximum increase of 5 percent. The ENR average annual change in 2025 was 2.4%.

A summary of current and proposed rates for flat-rate and usage-based rate customers is provided in Exhibit A, which reflects a 2.4 percent increase. For a resident still on the flat rate, the monthly charge for a three-bedroom home will increase from $50.45 to $51.66, or $1.21 per month. A metered resident using an average of 1,500 cubic feet of water per month will see an increase from $40.26 to $41.16, or $0.90 per month.

Staff recommends conducting a public hearing and adopting a resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial, and industrial customers.

FISCAL IMPACT:
Increased revenues are required to properly fund capital maintenance, and to keep up with cost of service increases.

FUNDING AVAILABLE:
Not Applicable.

Exhibit A
City of Lodi
Current and Proposed Flat Water Rates

	Current (Feb. 2025)	Proposed Rates (March 2026)
	Rate Increase -->	**2.4%**
FLAT RATES		
Single Family Residential		
1 Bedroom	$ 35.06	$ 35.90
2 Bedroom	$ 42.10	$ 43.11
3 Bedroom	$ 50.45	$ 51.66
4 Bedroom	$ 60.62	$ 62.07
5 Bedroom	$ 72.69	$ 74.43
6 Bedroom	$ 87.26	$ 89.35
7 Bedroom	$ 104.63	$ 107.14
Multi-Family (1)		
1 Bedroom	$ 30.09	$ 30.81
2 Bedroom	$ 36.09	$ 36.96
3 Bedroom	$ 43.32	$ 44.36
Mobile Homes		
Per unit	$ 30.09	$ 30.81
Non-Residential		
Per equivalent single family unit	$ 42.10	$ 43.11

Notes:

(1) Multi-family includes duplexes, triplexes, fourplexes, apartments, and condominiums.

City of Lodi
Current and Proposed Usage-Based Water Rates

	Current (Feb. 2025)	Proposed Rates (March 2026)
Rate Increase -->		**2.4%**
USAGE-BASED RATES		
Monthly Service Charge		
Single Family		
Up to 3/4" meter	$ 23.36	$ 23.92
1" meter	$ 37.03	$ 37.92
1 1/2" meter	$ 68.30	$ 69.94
2" meter	$ 107.37	$ 109.95
Multi-Family and Non-Residential (1)		
Up to 3/4" meter	$ 23.36	$ 23.92
1" meter	$ 37.03	$ 37.92
1 1/2" meter	$ 68.30	$ 69.94
2" meter	$ 107.37	$ 109.95
3" meter	$ 212.87	$ 217.98
4" meter	$ 330.10	$ 338.02
6" meter	$ 654.43	$ 670.14
8" meter	$ 1,045.18	$ 1,070.26
10" meter	$ 1,566.83	$ 1,604.43
Usage Rates ($/CCF)		
Single Family		
Tier 1 (0-11 CCF)	$ 1.02	$ 1.04
Tier 2 (11-30 CCF)	$ 1.42	$ 1.45
Tier 3 (>30 CCF)	$ 1.75	$ 1.79
Multi-Family and Non-Residential (1)		
All water usage	$ 1.25	$ 1.28

Notes:

(1) Multi-family includes apartments, condominiums, and mobile home parks.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL SETTING PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT INDEX FOR USAGE-BASED AND FLAT WATER RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

==========

WHEREAS, on January 17, 2024, City Council approved a five-year rate plan in accordance with the Proposition 218 rate setting process; and

WHEREAS, the approved five-year rate plan allows annual rate adjustments in accordance with the change in Engineering News Record Index (ENR) but capped at a maximum increase of 5 percent; and

WHEREAS, since the last rate increase, the ENR has gone up 2.4 percent in the last year, which is less than the 5 percent maximum increase; and

WHEREAS, the current water rate adjustment reflects a 2.4 percent increase consistent with the ENR for the last year.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby set pre-approved Engineering News Record adjustment index for usage-based and flat water rates for residential, commercial and industrial customers as outlined on Exhibit A with the effective date of the increase to be March 1, 2026.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Public Hearing to Consider Waiving the First Reading and Introducing Ordinance Revising Lodi Municipal Code, Section 13.20.240 Schedule G1-General Service-Group 1 Commercial/Industrial and Section 13.20.250 Schedule G2-General Service-Group 2 Commercial/Industrial (Community Benefits Incentive Discount) (EU)

MEETING DATE:
February 18, 2026

PREPARED BY:
Melissa Price, Assistant Electric Utility Director

RECOMMENDED ACTION:
Public hearing to consider waiving first reading and introducing ordinance revising Lodi Municipal Code, Section 13.20.240 Schedule G1-General Service-Group 1 Commercial/Industrial and Section 13.20.250 Schedule G2-General Service-Group 2 Commercial/Industrial.

BACKGROUND INFORMATION:
On October 15, 2025, City Council received a presentation from Lodi Electric Utility (LEU) staff regarding the Community Benefits Incentive Discount (CBID), a 30 percent discount applied to eligible non-profit entity's monthly electric charges under LEU's G1 and G2 rate schedules for small commercial entities.

City Council provided direction to LEU to revise applicable sections of the Lodi Municipal Code (LMC) as it relates to both the funding source and eligibility criteria associated with the CBID. This update was necessary as the CBID had not been reviewed since originally approved by the City Council in 1996.

In general, City Council requested that eligibility criteria be both clarified and broadened. Staff are proposing the following revised eligibility criteria be included in the proposed ordinance changes:

1. Removal of the requirement that eligible non-profits must have received Community Development Block Grant Funds within the past two years.
2. Proof of Internal Revenue Service recognized 501 (c)(3) status.
3. Certification that eligible non-profit entity serves low-income populations - defined as at or below 60 percent of median income - or populations residing in a Disadvantaged Community as defined by CalEnviroScreen or similar criteria determined by LEU.
4. Certification that eligible non-profit entity and its principals are not debarred, suspended, or otherwise excluded from participation in federal assistance programs, as verified through SAM.gov.
5. Proof that eligible non-profit entity is in good standing with the California Secretary of State.

Customers receiving the discount will also be subject to an annual eligibility review, consistent with other discount programs.

In addition, LEU will no longer fund the discount from operations but rather Public Benefits Funding designated

for low-income assistance programs.

On October 27, 2025, LEU sent a letter to all customers currently receiving the CBID informing them of the proposed changes and providing them information on how they might provide comment as part of the public hearing process. None of these customers have contacted LEU as of the date of preparation of this agenda item.

FISCAL IMPACT:
The total annual CBID is less than $30,000 for 14 customer accounts. Expansion of the benefit will depend on the number of eligible non-profit entities who qualify under the new criteria.

FUNDING AVAILABLE:
LEU maintains sufficient fund balance in its Public Benefits Fund 504 to support low-income programs.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI AMENDING LODI MUNICIPAL CODE CHAPTER 13.20 "ELECTRICAL SERVICE" SECTION 13.20.240 SCHEDULE G1—GENERAL SERVICE—GROUP 1 COMMERCIAL/INDUSTRIAL AND SECTION 13.20.250 SCHEDULE G2—GENERAL SERVICE—GROUP 2 COMMERCIAL/INDUSTRIAL

==========

THE CITY COUNCIL OF THE CITY OF LODI DOES ORDAIN AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 13 – PUBLIC SERVICES – Section 13.20.240, "Schedule G1—General service—Group 1 commercial/industrial" is hereby revised as follows:

13.20.240 Schedule G1—General service—Group 1 commercial/industrial.

A. Applicability: This schedule is applicable to customers with single-phase or three-phase service, or to a combination thereof, whose energy consumption does not exceed eight thousand kilowatt-hours (kWh) per billing cycle for three consecutive billing cycles. This schedule is not available for service when another commercial/industrial schedule is applicable.

Assignment to Schedule: If, in the judgment of the city, an account is expected to have usage below eight thousand kWh per billing cycle, the city has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes.

If energy consumption equals or exceeds eight thousand kWh for three consecutive billing cycles, the city will transfer the account to the appropriate rate schedule. If the demand reaches or exceeds four hundred kW for three consecutive billing cycles, the account will be transferred to the appropriate rate schedule.

B. Rates:

Customer charge (per meter per billing cycle):

Single-phase service effective August 1, 2023.....$15.50

Single-phase service effective July 1, 2024.....$20.50

Three-phase or combination service effective August 1, 2023.....$23.50

Three-phase or combination service effective July 1, 2024.....$31.50

Energy charge ($ per kWh):

Summer (May through October).....$0.19261

Winter (November through April).....$0.14244

C. Energy Cost Adjustment (ECA). An energy cost adjustment shall be included in each bill for service as provided in section 13.20.180 Schedule ECA—Energy cost adjustment.

D. Community Benefits Incentive Discount. G1-Non-profit ~~(as defined in Federal Internal Revenue 501(c)(3))~~ industrial/commercial customers who meet the criteria identified below~~are currently receiving Federal Community Development Block Grant funds or have received such funds not more than two years before preparation of the current billing cycle charge~~ are eligible for a 30 percent discount on their monthly ~~the following discount on~~ energy and demand charges:

1. Eligibility Criteria
    a. Proof of Internal Revenue Service recognized 501 (c)(3) status.
    b. Certification that eligible non-profit entity serves low-income populations – defined as at or below 60 percent of median income – or populations residing in a Disadvantaged Community as defined by CalEnviroScreen or similar criteria determined by the Electric Utility Department.
    c. Certification that eligible non-profit entity and its principals are not debarred, suspended, or otherwise excluded from participation in federal assistance programs, as verified through SAM.gov.
    d. Proof that eligible non-profit entity is in good standing with the California Secretary of State.

~~July 1, 1996 and after.....30 percent~~

It is the customer's responsibility to notify the ~~f~~Finance ~~d~~Department of ~~this~~ eligibility and to complete and provide all application and eligibility forms as required by the Electric Utility Department. Customers receiving Community Benefits Incentive Discount will be subject to annual eligibility review.

This discount may not be used in conjunction with any other incentive discount.

E. Billing Cycle Charge (Monthly Bill). The billing cycle charge is the sum of the customer charge, the energy charge and the ECA.

SECTION 2. Lodi Municipal Code Title 13 – PUBLIC SERVICES –Section 13.20.250, "Schedule G2—General service—Group 2 commercial/industrial" is hereby revised as follows:

13.20.250 Schedule G2—General service—Group 2 commercial/industrial.

A. Applicability: This schedule will be applied to accounts with energy consumption in excess of eight thousand kilowatt-hours (kWh) for three consecutive billing cycles. This schedule is not available for service when another commercial/industrial schedule is applicable.

Billing Demand: The billing demand in any billing cycle will be the maximum average power taken during any metering interval in the period, but not less than the diversified resistance welder load. (The customary metering interval is fifteen minutes; in cases where the use of energy is intermittent or subject to violent fluctuations, a five-minute interval may be used.)

Assignment to Schedule: If, in the judgment of the city, an account is expected to have usage over eight thousand kWh per billing cycle, the City has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes. It shall be the responsibility of the customer to notify the city of any such changes.

If energy consumption drops below eight thousand kWh and remains there for twelve consecutive billing cycles, the city will transfer the account to the appropriate schedule. If the billing demand reaches or exceeds four hundred kW for three consecutive billing cycles, the account will be transferred to the appropriate rate schedule as soon as practicable.

B. Rates:

Customer charge effective August 1, 2023: (per meter per billing cycle)...$77.00

Customer charge effective July 1, 2024: (per meter per billing cycle)...$103.50

Demand charge:

All kW of billing demand, per kW...$4.18

Energy charge: (per kWh)

Summer (May through October)...$0.15829

Winter (November through April)...$0.12671

Energy Cost Adjustment (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.180 Schedule ECA—Energy Cost Adjustment.

C. Voltage Discount. When delivery is made at the same primary distribution voltage as that of the line from which the service is supplied, a four percent discount will be allowed on the sum of the demand charge and the energy charge.

D. Community Benefits Incentive Discount. G2-Non-profit ~~(as defined in Federal Internal Revenue 501(c)(3))~~ industrial/commercial customers who ~~are currently receiving Federal Community Development Block Grant funds or have received such funds not more than two years before preparation of the current billing cycle charge~~ meet the criteria identified below are eligible for ~~the following discount~~a 30 percent discount on their monthly ~~on~~ energy and demand charges:

1. Eligibility Criteria
   a. Proof of Internal Revenue Service recognized 501 (c)(3) status.
   b. Certification that eligible non-profit entity serves low-income populations – defined as at or below 60 percent of median income – or populations residing in a Disadvantaged Community as defined by CalEnviroScreen or similar criteria determined by the Electric Utility Department.
   c. Certification that eligible non-profit entity and its principals are not debarred, suspended, or otherwise excluded from participation in federal assistance programs, as verified through SAM.gov.
   ~~a.~~d. Proof that eligible non-profit entity is in good standing with the California Secretary of State.

~~July 1, 1996 and after.....30 percent~~

It is the customer's responsibility to notify the ~~f~~Finance ~~d~~Department of ~~this~~ eligibility~~.~~ and to complete and provide all application and documentation forms as required by the Electric Utility Department. Customers receiving Community Benefits Incentive Discount will be subject to annual eligibility review.

This discount may not be used in conjunction with any other incentive discount.

E. Billing Cycle Charge (Monthly Bill). The billing cycle charge is the sum of the customer charge, the demand charge, the energy charge, the ECA and the voltage discount, if applicable.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of the City of Lodi hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

SECTION 4. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 5. Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and

fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of _____, 2026

_____
RAMON YEPEZ
Mayor

ATTEST:

_____
OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

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

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

_____
OLIVIA NASHED
City Clerk

APPROVED TO FORM:

_____
KATIE O. LUCCHESI
City Attorney

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI AMENDING LODI MUNICIPAL CODE CHAPTER 13.20 "ELECTRICAL SERVICE" SECTION 13.20.240 SCHEDULE G1—GENERAL SERVICE—GROUP 1 COMMERCIAL/INDUSTRIAL AND SECTION 13.20.250 SCHEDULE G2—GENERAL SERVICE—GROUP 2 COMMERCIAL/INDUSTRIAL

==========

THE CITY COUNCIL OF THE CITY OF LODI DOES ORDAIN AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 13 – PUBLIC SERVICES – Section 13.20.240, "Schedule G1—General service—Group 1 commercial/industrial" is hereby revised as follows:

13.20.240 Schedule G1—General service—Group 1 commercial/industrial.

A. Applicability: This schedule is applicable to customers with single-phase or three-phase service, or to a combination thereof, whose energy consumption does not exceed eight thousand kilowatt-hours (kWh) per billing cycle for three consecutive billing cycles. This schedule is not available for service when another commercial/industrial schedule is applicable.

Assignment to Schedule: If, in the judgment of the city, an account is expected to have usage below eight thousand kWh per billing cycle, the city has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes.

If energy consumption equals or exceeds eight thousand kWh for three consecutive billing cycles, the city will transfer the account to the appropriate rate schedule. If the demand reaches or exceeds four hundred kW for three consecutive billing cycles, the account will be transferred to the appropriate rate schedule.

B. Rates:

Customer charge (per meter per billing cycle):

Single-phase service effective August 1, 2023 ...$15.50

Single-phase service effective July 1, 2024 ...$20.50

Three-phase or combination service effective August 1, 2023 ...$23.50

Three-phase or combination service effective July 1, 2024 ...$31.50

Energy charge ($ per kWh):

Summer (May through October) ..$0.19261

Winter (November through April) ...$0.14244

C. Energy Cost Adjustment (ECA). An energy cost adjustment shall be included in each bill for service as provided in section 13.20.180 Schedule ECA—Energy cost adjustment.

D. Community Benefits Incentive Discount. G1-Non-profit industrial/commercial customers who meet the criteria identified below are eligible for a 30 percent discount on their monthly energy and demand charges:

1. Eligibility Criteria
    a. Proof of Internal Revenue Service recognized 501 (c)(3) status.
    b. Certification that eligible non-profit entity serves low-income populations – defined as at or below 60 percent of median income – or populations residing in a Disadvantaged Community as defined by CalEnviroScreen or similar criteria determined by the Electric Utility Department.
    c. Certification that eligible non-profit entity and its principals are not debarred, suspended, or otherwise excluded from participation in federal assistance programs, as verified through SAM.gov.
    d. Proof that eligible non-profit entity is in good standing with the California Secretary of State.

It is the customer's responsibility to notify the Finance Department of eligibility and to complete and provide all application and eligibility forms as required by the Electric Utility Department. Customers receiving Community Benefits Incentive Discount will be subject to annual eligibility review.

This discount may not be used in conjunction with any other incentive discount.

E. Billing Cycle Charge (Monthly Bill). The billing cycle charge is the sum of the customer charge, the energy charge and the ECA.

SECTION 2. Lodi Municipal Code Title 13 – PUBLIC SERVICES –Section 13.20.250, "Schedule G2—General service—Group 2 commercial/industrial" is hereby revised as follows:

13.20.250 Schedule G2—General service—Group 2 commercial/industrial.

A. Applicability: This schedule will be applied to accounts with energy consumption in excess of eight thousand kilowatt-hours (kWh) for three consecutive billing cycles. This schedule is not available for service when another commercial/industrial schedule is applicable.

Billing Demand: The billing demand in any billing cycle will be the maximum average power taken during any metering interval in the period, but not less than the diversified resistance welder load. (The customary metering interval is fifteen minutes; in cases where the use of energy is intermittent or subject to violent fluctuations, a five-minute interval may be used.)

Assignment to Schedule: If, in the judgment of the city, an account is expected to have usage over eight thousand kWh per billing cycle, the City has the option of placing the account immediately on this schedule.

When an account billed on this schedule permanently changes the nature of electrical operations to such an extent that the account would in time qualify for another rate schedule, such billing change will be made as soon as practicable after verification of said changes. It shall be the responsibility of the customer to notify the city of any such changes.

If energy consumption drops below eight thousand kWh and remains there for twelve consecutive billing cycles, the city will transfer the account to the appropriate schedule. If the billing demand reaches or exceeds four hundred kW for three consecutive billing cycles, the account will be transferred to the appropriate rate schedule as soon as practicable.

B. Rates:

Customer charge effective August 1, 2023: (per meter per billing cycle) ...$77.00

Customer charge effective July 1, 2024: (per meter per billing cycle) ...$103.50

Demand charge:

All kW of billing demand, per kW ...$4.18

Energy charge: (per kWh)

Summer (May through October) ..$0.15829

Winter (November through April) ...$0.12671

Energy Cost Adjustment (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.180 Schedule ECA—Energy Cost Adjustment.

C. Voltage Discount. When delivery is made at the same primary distribution voltage as that of the line from which the service is supplied, a four percent discount will be allowed on the sum of the demand charge and the energy charge.

D. Community Benefits Incentive Discount. G2-Non-profit industrial/commercial customers who meet the criteria identified below are eligible for a 30 percent discount on their monthly energy and demand charges:

1. Eligibility Criteria
    a. Proof of Internal Revenue Service recognized 501 (c)(3) status.
    b. Certification that eligible non-profit entity serves low-income populations – defined as at or below 80 percent of median income – or populations residing in a Disadvantaged Community as defined by CalEnviroScreen or similar criteria determined by the Electric Utility Department.
    c. Certification that eligible non-profit entity and its principals are not debarred, suspended, or otherwise excluded from participation in federal assistance programs, as verified through SAM.gov.
    d. Proof that eligible non-profit entity is in good standing with the California Secretary of State.

It is the customer's responsibility to notify the Finance Department of eligibility and to complete and provide all application and documentation forms as required by the Electric Utility Department. Customers receiving Community Benefits Incentive Discount will be subject to annual eligibility review.

This discount may not be used in conjunction with any other incentive discount.

E. Billing Cycle Charge (Monthly Bill). The billing cycle charge is the sum of the customer charge, the demand charge, the energy charge, the ECA and the voltage discount, if applicable.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of the City of Lodi hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

SECTION 4. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 5. Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of _____, 2026

_____

RAMON YEPEZ
Mayor

ATTEST:

_____

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

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

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

_____

OLIVIA NASHED
City Clerk

APPROVED AS TO FORM:

_____

KATIE O. LUCCHESI
City Attorney

Routing form - Ordinance

Final Audit Report 2025-12-31

Created:	2025-12-31
By:	Elizabeth Burgos (eburgos@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfSBS686ip6ZYV3RGBLPszqrpF77Vq0oA

"Routing form - Ordinance" History

Document created by Elizabeth Burgos (eburgos@lodi.gov)
2025-12-31 - 6:00:57 PM GMT

Document emailed to Melissa Price (mprice@lodi.gov) for signature
2025-12-31 - 6:01:00 PM GMT

Email viewed by Melissa Price (mprice@lodi.gov)
2025-12-31 - 6:23:00 PM GMT

Document e-signed by Melissa Price (mprice@lodi.gov)
Signature Date: 2025-12-31 - 6:23:10 PM GMT - Time Source: server

Agreement completed.
2025-12-31 - 6:23:10 PM GMT

Adobe Acrobat Sign



Community Benefits Incentive Discount

City Council Public Hearing

February 18, 2026

CITY OF Lodi CALIFORNIA

BACKGROUND – COMMUNITY BENEFITS INCENTIVE DISCOUNT(CBID)

- CBID adopted in 1996
  - 30 percent discount on monthly electric charges
  - Qualifications include 501(c)(3) status and CDBG recipient status within past 2 years
- To encourage development and continued operation of organizations providing wide spectrum of direct benefits to the community
- Never anticipated to be fiscally neutral or positive
- Approximately 14 entities currently receiving discount
  - 5 ineligible under current criteria
- Cost = less than $30,000 annually

CURRENT SITUATION

- City Council received presentation in October 2025 regarding eligibility and funding source challenges
- Direction provided to staff to change funding source to Public Benefits and amend applicable rate schedules (G1 and G2) in Lodi Municipal Code to:
  - Clarify criteria to meet new funding source requirements for low-income assistance
  - Broaden criteria to meet intent of assisting organizations providing direct benefits to the community

PROPOSED ORDINANCE CHANGES

- Removal of requirement regarding CDBG recipient status
- Proof of IRS recognized 501(c)(3) status
- Certification that non-profit serves low-income and/or disadvantaged community
  - At or below 60% of median income (consistent with other LEU income based programs)
  - Populations residing in DACs as determined by CalEnviroScreen
- Certification that non-profit is not barred/suspended from federal assistance programs
- Proof that eligible entity is in good standing with CA Secretary of State
- Annual eligibility review

TIMELINE

- February 2026 – Public Hearing / Introduction of Ordinance
- March 2026 – Ordinance Adoption
  - LEU will work with CDD staff to reach out to non-profits and community organizations – including existing discount recipients
  - LEU will conduct outreach accordingly
    - Post at Library, City Hall and Finance
    - Add information to website and social media
- April 2026 – Effective Date of Ordinance
  - LEU will begin accepting applications

NEXT STEPS AND RECOMMENDATION

- QUESTIONS
- OPEN PUBLIC HEARING AND RECEIVE COMMENT
- INTRODUCE ORDINANCE REVISING LODI MUNICIPAL CODE, SECTION 13.20.240 SCHEDULE G1—GENERAL SERVICE—GROUP 1 COMMERCIAL/INDUSTRIAL AND SECTION 13.20.250 SCHEDULE G2—GENERAL SERVICE—GROUP 2 COMMERCIAL/INDUSTRIAL

COUNCIL COMMUNICATION

AGENDA TITLE:
Receive Presentation of the Lodi Economic Development Strategic Plan and Consider Resolution Adopting the Plan (ED)

MEETING DATE:
February 18, 2026

PREPARED BY:
Luis Aguilar, Economic Development Director

RECOMMENDED ACTION:
Receive presentation of the Lodi Economic Development Strategic Plan and Consider Resolution Adopting the Plan.

BACKGROUND INFORMATION:
During the 2023 Strategic Vision session, City Council identified Economic Development as a key initiative and the need to develop a long-term economic development strategy. On February 5, 2024, the City hired an Economic Development Director to lead Lodi's economic development efforts.

On February 7, 2024, the City Council established an Economic Development Ad Hoc Committee to provide advice on the scope and implementation of the economic development strategic plan, among other objectives.

Through a formal Request for Proposals (RFP) process, the Natelson Dale Group, Inc. was selected to develop the City's economic development strategic plan and a contract was awarded on March 19, 2025.

The Natelson Dale Group, Inc. developed the Lodi Economic Development Strategic Plan (EDSP) through a community-driven process that engaged a variety of stakeholders including businesses, developers, partner organizations and the Economic Development Ad Hoc Committee.

The EDSP provides a strategic framework to guide the City of Lodi's economic development policies and programs over the next 5 years.

The EDSP Action Plan is designed to achieve the following major goals:

- Expand economic opportunities for Lodi's resident workforce
- Leverage the economic development potentials of Lodi's historic downtown
- Create development/redevelopment capacity in Lodi's other commercial and industrial areas (including revitalization of the Cherokee Lane corridor and potential new development in annexation areas)
- Strengthen the City's fiscal position

While these goals largely revolve around attracting and retaining targeted business investment, the EDSP

Action Plan recognizes that the strength of the local business/development environment will ultimately depend on Lodi's strategic attention to a range of "foundational" conditions such as:

- The City's reputation for business/development friendliness
- Land, zoning, and infrastructure capacity (especially in anticipated annexation areas)
- Entrepreneurial development resources
- Education/workforce development systems
- Placemaking initiatives that leverage Lodi's unique locational advantages and sense of community
- Overall image and quality of life

The EDSP Action Plan is organized around eight major strategy categories, as outlined below in two primary divisions: 1) those focused on Business Development/Job Creation, and 2) those focused on Creating an Environment for Economic Progress.

Business Development / Job Creation	
Strategy Category 1:	Focus City's ***business retention/expansion efforts*** industry clusters
Strategy Category 2:	Implement economic development ***target industry*** on high-priority industry clusters
Strategy Category 3:	Collaborate with regional partners to expand availab ***development*** resources in Lodi
Strategy Category 4:	Integrate City ***branding/marketing*** program through
Creating an Environment for Economic Progress	
Strategy Category 5:	Systematically review and strengthen City's ***busines friendliness***
Strategy Category 6:	Undertake efforts to ensure ***development site read***
Strategy Category 7:	Expand ***development capacity*** and pursue ***placem***
Strategy Category 8:	Enhance City's interface with ***education/workforce***

The EDSP Action Plan details a series of steps for implementing these strategies over the next five years. It also specifies the City's roles and positioning in process, the partnership resources available, and establishes milestones for each strategy.

The EDSP also incorporates an evaluation framework that offers a structured method for measuring the effectiveness of programs and initiatives.

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.

LODI ECONOMIC DEVELOPMENT STRATEGIC PLAN



CITY OF LODI, CA
FEBRUARY 2026

THE NATELSON DALE GROUP, INC.

CONTENTS

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1. INTRODUCTION

This document provides a strategic framework to guide the City of Lodi's economic development policies and programs over the next 5 years. The Lodi Economic Development Strategic Plan (EDSP) is based on a comprehensive research and stakeholder input process, and reflects consensus views on the most promising opportunities and the most pressing challenges facing Lodi's economy. While the EDSP places primary emphasis on actions and initiatives to be pursued by the City, it recognizes that a wide array of public- and private-sector entities have roles in influencing the economic vitality of Lodi. In this regard, some of the recommended actions will be carried out through partnerships with other entities. Even for those action items in which the City's role is essentially coordination, this function can take many forms and is often critical to solving problems that may not otherwise have a clear constituency or single responsible entity assigned to resolving them.

Partnership roles and coordination within the EDSP are addressed throughout the document, reflected in various Action Items as well as the Regional Context and Review of Infrastructure Readiness sections. As such, the EDSP is integral with other planning initiatives within the City and region, including for example:

- The Lodi General Plan
- The Capital Improvements Program in the City Budget
- The San Joaquin COG 2022 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

Numerous other plans relate to the to the EDSP, including City Specific Plans and those related to workforce development, resiliency, housing, public health, active transportation, etc.

OVERVIEW OF THE STRATEGIC PLANNING PROCESS

The recommended policies and program activities are based on an extensive planning process that included the following components:

- An analysis of Lodi's existing and projected demographic profile, providing an understanding of underlying trends that may affect economic growth potentials.
- Direct input from a cross section of the City's economic development stakeholders through the following outreach:
    - Two community workshops open to the general public
    - Two meetings with an EDSP Taskforce assembled for this process
    - Three separate focus group meetings addressing the following specialized topics: development friendliness, workforce development, and small business/entrepreneurial development
    - Individual interviews with a range of business, development, and institutional stakeholders

- A review of the various public- and private-sector entities involved in different aspects of economic development (or related activities).
- An industry "cluster" analysis to identify the industry groups (clusters) that are the most important "engines" of the existing local economy, as well as the industry groups that are likely to offer the most attractive growth potentials in the future.
- A real estate market analysis to identify potential future demand for commercial and industrial development in the City.

Where relevant, key findings of the background and technical studies are referenced in the EDSP.

EDSP TASKFORCE

The City of Lodi gratefully acknowledges the participation of the following individuals in the EDSP process:

Name	Organization
Brooke McCollough	Adventist Health Lodi Memorial
John Beckman	BIA of the Greater Valley
Betty Wilson	Business Council of San Joaquin County
Bob Taylor	CBRE
Vijay Singh	Cepheid
Crystal Hicks	City of Lodi, Planning Commission
John Della Monica	City of Lodi
Jeff Berkheimer	City of Lodi
Christina Jaromay	City of Lodi
Cindi Marsh	City of Lodi
Charlie Swimley	City of Lodi
Luis Aguilar	City of Lodi
Ryan Ranchhod	Diede Development Companies
David Claxton	Downtown Business Alliance
Russ Munson	Economic Development Ad Hoc Committee; Appellation Lodi – Wine & Roses Resort and Space
Mark Chandler	Economic Development Ad Hoc Committee; Burlington Chandler Wines
Cameron Bregman	Economic Development Ad Hoc Committee; Lodi City Council
Lisa Craig-Hensley	Economic Development Ad Hoc Committee; Lodi City Council
Mona Shulman	Economic Development Ad Hoc Committee; Pacific Coast Producers
Mike Carouba	Economic Development Ad Hoc Committee; RPM Group
Monica Valenzuela	Economic Development Ad Hoc Committee; Super Tortas Chilangas
Stephen Griswold	Economic Development Ad Hoc Committee; Town of Discovery Bay (Lodi resident)
Bill Herrin	Economic Development Ad Hoc Committee; University of the Pacific (retired)
Patrick Dobson	Haggerty Construction
Ryan Twitty	Lenzi Incorporated
Louis Ponick	Lodi Community Foundation
JP Doucette	Lodi District Chamber of Commerce
Jason Silva	Lodi Lake Business Park
Daryl Merritt	Lodi Lake Business Park
Neil Young	Lodi Unified School District
Stuart Spencer	Lodi WineGrape Commission
Jateen Bhakta	Open Innovation Centers
Joe Petersen	Petersen & Company
Nicole Snyder	San Joaquin County Employment and Economic Development Dept.

Name	Organization
Patty Virgen	San Joaquin County Employment and Economic Development Dept.
Bob Gutierrez	San Joaquin Partnership
Peter Hovatter	Scientific Specialties, Inc.
Anthony McCracken	Scientific Specialties, Inc.
Wes Rhea	Visit Lodi

LODI CITY COUNCIL

District 1

Alan Nakanishi, Council Member

District 2

Lisa Craig-Hensley, Council Member

District 3

Cameron Bregman, Council Member

District 4

Ramon Yepez, Mayor

District 5

Mikey Hothi, Mayor Pro Tempore

2. EXECUTIVE SUMMARY

ACTION PLAN GOALS AND SCOPE

The EDSP Action Plan is designed to achieve the following major goals:

- Expand economic opportunities for Lodi's resident workforce
- Leverage the economic development potentials of Lodi's historic downtown
- Create development/redevelopment capacity in Lodi's other commercial and industrial areas (including revitalization of the Cherokee Lane corridor and potential new development in annexation areas)
- Strengthen the City's fiscal position

Whereas these goals largely revolve around attracting and retaining targeted business investment, the Action Plan recognizes that the strength of the local business/development environment will ultimately depend on Lodi's strategic attention to a range of "foundational" conditions such as:

- The City's reputation for business/development friendliness
- Land, zoning, and infrastructure capacity (especially in anticipated annexation areas)
- Entrepreneurial development resources
- Education/workforce development systems
- Placemaking initiatives that leverage Lodi's unique locational advantages and sense of community
- Overall image and quality of life



Lodi Wine: Wayfinding Signs (Photo: City of Lodi)

OVERVIEW OF EDSP INITIATIVES

The EDSP Action Plan is organized around eight major strategy categories, as outlined below in two primary divisions: 1) those focused on Business Development/Job Creation, and 2) those focused on Creating an Environment for Economic Progress. Within each of these two divisions, the order in which strategies are listed reflect in a very general way the strategies' level of relative importance, programmatic emphasis, and/or timing of execution. The order of strategies does not literally represent sequence or priority; some will overlap in timing and other respects, and within some strategies certain activities are already underway.

Business Development / Job Creation	
Strategy Category 1:	Focus City's ***business retention/expansion efforts*** around high-priority industry clusters
Strategy Category 2:	Implement economic development ***target industry attraction*** program focusing on high-priority industry clusters
Strategy Category 3:	Collaborate with regional partners to expand availability of ***entrepreneurial development*** resources in Lodi
Strategy Category 4:	Integrate City ***branding/marketing*** program throughout EDSP strategies
Creating an Environment for Economic Progress	
Strategy Category 5:	Systematically review and strengthen City's ***business/development friendliness***
Strategy Category 6:	Undertake efforts to ensure ***development site readiness***
Strategy Category 7:	Expand ***development capacity*** and pursue ***placemaking*** projects
Strategy Category 8:	Enhance City's interface with ***education/workforce development*** partners

ASSIGNMENT OF LEAD, SUPPORT AND COORDINATION ROLES

Some components of the EDSP will be carried out through partnerships with non-City partners, with lead, support and coordination roles assigned as follows:

Strategy Category	Recommended Assignment of Lead, Support and Coordination Roles				
	Economic Development Director	Economic Development Support Staff	Other City Departments	Partners	Contractors/ Consultants
1. Retention/Expansion	Lead	Support	Support	Support	
2. Industry Attraction	Lead	Support	Support	Support	
3. Entrepreneurial Devel.	Coordination	Support		Lead	
4. Branding/Marketing	Lead	Support	Support	Support	Support
5. Business Friendliness	Co-Lead	Support	Co-Lead		
6. Site readiness	Support	Support	Lead		
7. Capacity/Placemaking	Support	Support	Lead	Support	
8. Workforce Development	Coordination	Support		Lead	

The Action Plan indicates the names of specific partner organizations that could potentially have support roles in the EDSP initiatives.

CREATING AN ENVIRONMENT FOR ECONOMIC PROGRESS

While Strategy Categories 1 through 4 focus on the core missions of economic development practice, Categories 5 through 8 address activities that provide critical support for these missions. The major priorities within each of these supporting categories is summarized in the following table.

Strategy Category	Major Priorities
5. Business Friendliness	Build on the City's recent and ongoing efforts to streamline development approval timeframes, primarily helping to ensure that protocols, scheduling, and staff interactions in general are optimized, and also that the program is branded and marketed
6. Site readiness	Focus is on establishing specific administrative, technical, and financial resources for supporting property development, primarily in targeted areas, and for specific uses. The strategy relates closely with Strategy 7, Placemaking
7. Capacity/Placemaking	Reinforce awareness of how multiple aspects of the EDSP mutually support enhancing the image of the community, involving targeted areas both known and potentially emerging, including those related to other plans, venues, etc.
8. Workforce Development	Coordinate with partners that provide workforce training and other workforce support programs, and facilitate and expand awareness of programs where the City can have an appropriate role

BUSINESS RETENTION/EXPANSION/ATTRACTION TARGETS

Regional Context for Industry Attraction in Lodi

Lodi's economic development opportunities are expected to significantly benefit from current and forthcoming investments in North Valley Thrive (NVT) – a regional economic development initiative related to the California Jobs First (CJF) program. The NVT region covers San Joaquin, Stanislaus, and Merced Counties. Collaboration among the three counties will focus on growing three targeted economic sectors (each facilitated by an intermediary organization) through seven cross-cutting strategies, as outlined on the table below.

Highlights of North Valley Thrive (NVT) Strategic Initiatives

Targeted Economic Sectors	Intermediary Organizations	Cross-cutting "Enabling Strategies"
Biocircular Economy	BEAM Circular	• Regional Innovation Ecosystem (ties to universities) • Small Business Development / Entrepreneurship • Catalytic Skills / Talent Development (workforce development) • Climate-Smart Infrastructure • Placemaking and Amenities • Generational Wellbeing (health, behavioral health, and childcare/eldercare) • Regional Coordination and Alignment
Clean Energy	Clean Energy Sector Coordinators and the Clean Energy Activation Plan	
Advanced Manufacturing	Advanced Manufacturing Partnership (AMP)	



Ariel View: Hale Park (Photo: City of Lodi)

Targeted Industries for Growth, Retention, and Entrepreneurial Development

As part of the EDSP process, The Natelson Dale Group, Inc. (TNDG) prepared an in-depth analysis of the existing mix of industries in Lodi relative to regional (North San Joaquin Valley) and national benchmarks. This analysis, called an "industry cluster study," is fully documented in a separate report. Based on the industry cluster study and direct input from business stakeholders participating in the EDSP process, the EDSP recommends that the City focus its business retention/expansion/attraction and entrepreneurial development efforts around five broad themes or categories of business activity:

1. Agribusiness, Food Processing and Technology
2. Arts, Entertainment, Recreation, and Tourism
3. Biotech/Biomed
4. Energy / Clean Energy
5. Manufacturing / Advanced Manufacturing

The tables on the following three pages outline key characteristics of the recommended targeted industries in terms of the following considerations:

- Cluster characteristics and recommended strategic positioning
- Existing cluster strengths (jobs, wages, and location quotients)
- 10-year Growth Rates (percentage increase in total jobs between 2014 and 2024)



Ariel View: Peaker Plant near Lodi Lake (Photo: City of Lodi)

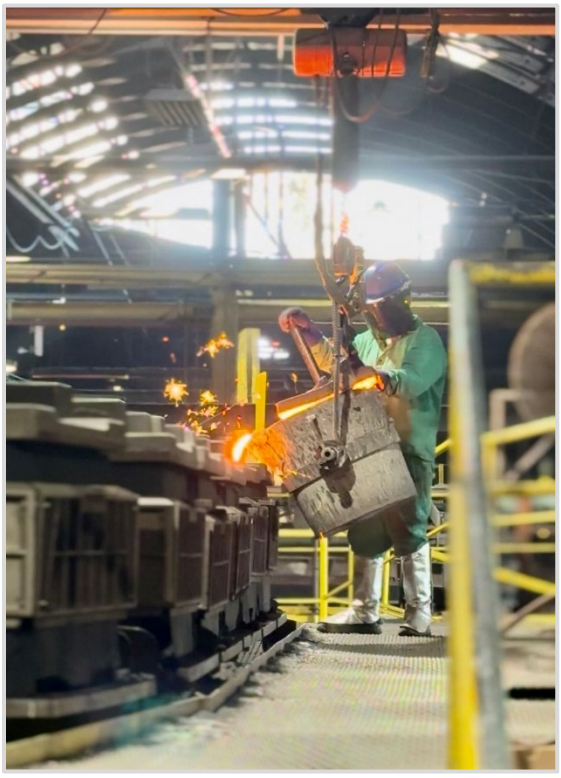
Characteristics and Strategic Focus of Targeted Industry Clusters

Targeted Industry Cluster	Reasons for Including	City's Strategic Focus	Connection to Regional (NVT) Priorities
Agribusiness, Food Processing and Technology	• Longstanding engine of regional economy • Largest existing industry cluster in Lodi • 7,315 existing jobs in Lodi	• Retain grape/wine industry • Opportunities in biocircular industries • Retain/expand ag support industries • Connection to tourism	• Biocircular economy • Boosting innovation (connections to universities)
Arts, Entertainment, Recreation, and Tourism	• Ties to agriculture • Ties to Downtown revitalization • City focus on sports/ recreation	• Implement Downtown Specific Plan, Sports Tourism Strategic Plan, and Destination Master Plan • Business attraction focused on hospitality, entertainment, restaurants, and specialty retail • Focus on wineries	• Placemaking • Ecotourism • Small business development
Biotech/Biomed	• Second largest existing cluster (3,639 jobs) • Highest wage existing cluster ($83,500 per year) • Leverages key existing firms	• Business attraction • Entrepreneurial development • Customized workforce development programs	• Boosting innovation • Workforce development
Energy / Clean Energy	• Ties to regional and state initiatives • 1,456 existing jobs • Second-highest wage ($78,800)	• Link to infrastructure/utility planning in anticipated annexation areas • Business/development attraction • Workforce development	• Clean energy • Climate-smart infrastructure • Boosting innovation • Workforce development
Manufacturing / Advanced Manufacturing	• Ties to regional initiatives/strengths • Strong growth in Lodi • Mix of wages and skill requirements • Opportunity to diversify into higher-tech sectors	• Business retention, expansion, and attraction • Customized incentives • Workforce development	• Advanced manufacturing • Boosting innovation • Workforce development

Existing Strengths (Jobs, Wages and Location Quotients) of Targeted Industry Clusters

Industry Sector	Jobs in Lodi (in 2024)	Average Annual Wage (2024)	Lodi LQ	San Joaquin County LQ
Agribusiness, Food Processing and Technology	7,315	$52,575	6.47	3.22
Arts, Entertainment, Recreation, and Tourism	1,129	$33,647	0.71	0.54
Biotech/Biomed	3,639	$83,472	0.90	0.71
Energy / Clean Energy	1,456	$78,766	0.61	0.64
Manufacturing / Advanced Manufacturing				
Advanced Materials	740	$67,438	0.51	0.44
Chemicals	593	$73,327	1.00	1.14
Fabricated Metal Product Manufacturing	480	$66,747	1.33	1.10
Forest and Wood Products	1,131	$62,857	1.82	1.03
Glass and Ceramics	162	$58,330	2.34	2.02
Transportation Equipment Manufacturing	301	$75,863	0.65	0.55
Manufacturing "Supercluster"	1,287	$71,667	0.81	0.68

Sources: Lightcast; TNDG.



Cepheid Manufacturing Plant (Photo: City of Lodi)

10-year Growth Rates (% Increase in Jobs) of Targeted Industry Clusters

Industry Sector	Jobs in Lodi (in 2024)	Average Annual Wage (2024)	Lodi LQ	San Joaquin County LQ
Agribusiness, Food Processing and Technology	0%	0%	6%	12%
Arts, Entertainment, Recreation, and Tourism	12%	15%	7%	9%
Biotech/Biomed	14%	11%	31%	16%
Energy / Clean Energy	18%	40%	11%	15%
Manufacturing / Advanced Manufacturing				
Advanced Materials	94%	17%	6%	7%
Chemicals	80%	32%	1%	10%
Fabricated Metal Product Manufacturing	16%	15%	-8%	-1%
Forest and Wood Products	87%	28%	12%	9%
Glass and Ceramics	-4%	25%	-5%	-3%
Transportation Equipment Manufacturing	77%	111%	49%	15%
Manufacturing "Supercluster"	79%	72%	6%	4%

Sources: Lightcast; TNDG.



Hutchins Street Square: Music in the Park (Photo: City of Lodi)

3. SWOT ASSESSMENT

The technical studies and stakeholder input provided the basis for identification of important SWOT (strength-weakness-opportunity-threat) factors affecting Lodi's economic development potentials. The most significant SWOT issues are summarized below.

SWOT Summary

Strengths	Weaknesses
• Strategic location within the north San Joaquin Valley • Agricultural industry (longstanding driver of the regional economy) • Wine industry and related tourism opportunities • Emerging presence of higher-tech firms (e.g., Cepheid and Scientific Specialties) • Locally owned (municipal) electric utility, which can be positioned as a competitive strength and incentive for business attraction • Sports/recreational assets (e.g., Grape Bowl and Lodi Lake) • Historic downtown, including restaurants, bars, and tasting rooms • Strong sense of community ("small town feel") • Diverse range of shopping/dining options • Attractive residential neighborhoods (both old and new) • Local tourism promotion organization (Visit Lodi)	• Lodi's assets/strengths have not been well marketed • Lodi residents/households have low median income levels (second lowest among cities in San Joaquin County) • Limited assistance/resources for startup businesses (and the business community is largely unaware of the resources that do exist) • Recreational facilities (especially for youth) are "underwhelming" compared to other cities in the surrounding region (e.g., Manteca and Folsom) • Lodi's proximity to Stockton can create image problems • Lack of employment opportunities (and community amenities) to attract young professionals to live in Lodi • Perception within the development community that the City's entitlement, approval, and permitting processes for new development and businesses are slow and difficult to navigate (compared to other cities in the region) • City is understaffed (which contributes to the problems with entitlement and permitting processes)

SWOT Summary, continued

Opportunities	Threats
• Revitalization of Downtown (Specific Plan now under review) • Positioning of Lodi as a tourist destination • Refurbishment of existing sports facilities (e.g., Grape Bowl) and development of new recreational facilities and activities (Visit Lodi has recently completed a Sports Tourism Strategic Plan and a Destination Master Plan) • Designation of arts/cultural district • Development of modern industrial/business park(s) to accommodate advanced manufacturing and tech-oriented firms • Development of new educational institutions (or satellite campuses of regional institutions), including vocational/trade schools and higher educational/research campuses • As part of current/forthcoming planning processes (including the Downtown Specific Plan and General Plan updates), adoption of more flexible zoning policies • Expanded focus on inclusive economic development (addressing the unique program/assistance needs of each major subarea of the City) • Reuse of vacant buildings and infill development (to balance new "greenfield" development) • Leveraging current regional initiatives (e.g., North Valley Thrive) focused on growth of technology-oriented firms with high-paying jobs • Comprehensive re-imagining of Cherokee Lane corridor (position as a major redevelopment/reinvestment priority) • Development of new live music venue (potentially through a public/private partnership) • Attraction of new hotel(s) to Downtown • New development potentials within the City's Sphere of Influence (i.e., future annexation areas adjacent to existing City boundaries)	• Aging infrastructure • Inadequate electric utility capacity to accommodate anticipated future development • Increasing prevalence of "big city" problems (including homelessness, etc.) • Declining K-12 school enrollment (a condition also consistent with statewide trends) • Community division: Socioeconomic conditions in East Lodi lag behind Westside, and this disparity needs more attention from community/city leaders

4. HIGHLIGHTS OF BACKGROUND/TECHNICAL STUDIES

GEOGRAPHIC COMPARISONS OF DEMOGRAPHIC AND ECONOMIC DATA

To contextualize Lodi's current demographic and economic conditions, the data summary below includes comparisons to the following relevant reference geographies.

Comparison of Lodi to Benchmark (Peer/Competitor) Cities	Comparison of Lodi to Larger Reference Areas
Escalon Lathrop Manteca Ripon Stockton Tracy	San Joaquin County Merced County Stanislaus County California

Summary of Key Findings/Comparisons

The table below summarizes findings for selected economic and demographic data elements. The summary compares conditions in Lodi to the benchmark locations. Other summarized observations follow the table.

Data Element	Lodi in comparison to:		
	County & State	San Joaquin Cities	Central Valley Counties
Median Household Income	Below CA & San Joaquin	Second lowest in County (above Stockton)	Above Merced & Stanislaus
Mean Travel Time to Work	Shorter than all	Shorter than most; lowest among larger cities	Shorter than regional averages
% with Bachelor's Degree or Higher (25+)	Below CA, above region	Mid-range; above Stockton, below Tracy	Stronger than Merced, close to Stanislaus
% Owner-Occupied Housing	Above CA, below San Joaquin	Lowest among peer cities except Stockton	Below regional counties
Median Home Value	Below CA & County	Mid-range; above Stockton, below Tracy/Ripon	Above Merced, below Stanislaus
% of Renters Cost-Burdened (35%+ of income)	Below CA average	Middle of peer range	Similar to regional counties

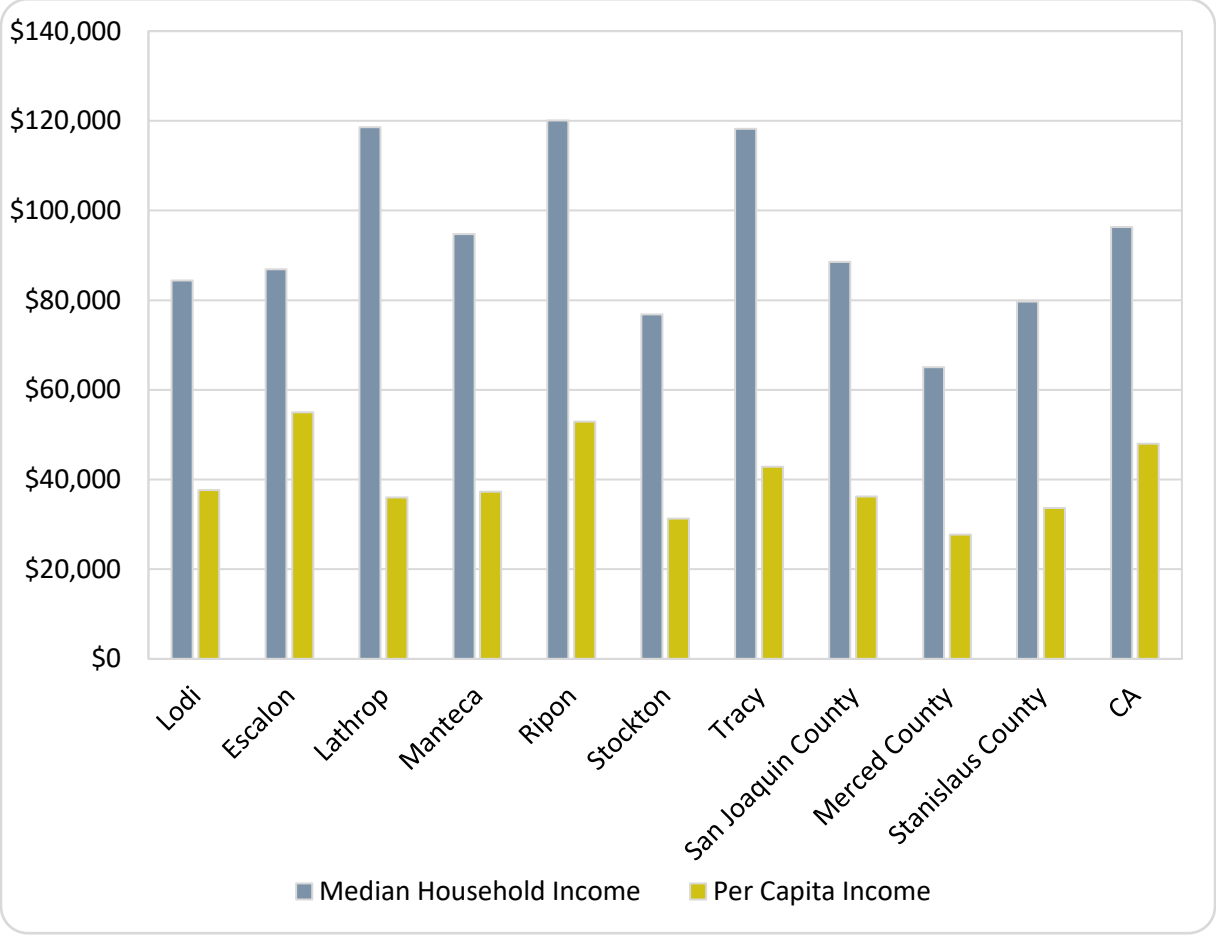
Data Element	Lodi in comparison to:		
	County & State	San Joaquin Cities	Central Valley Counties
Unemployment Rate	Higher than both	Highest among peer cities (9.0%)	Above regional county averages
Poverty Rate (All People)	Above CA average	Mid-range; lower than Stockton, higher than Tracy	Below Merced, close to Stanislaus
Taxable Sales per Capita (2024)	Well below CA & County	Below most peer cities	Comparable to region

- **Household Composition**: Lodi's average household size (2.87) is smaller than Tracy (3.40) and Lathrop (3.86) but larger than Escalon and similar to Ripon and Stockton.
- **Housing Stock**: A significant share (over 20%) of housing was built before 1960, higher than most peer cities—indicating aging infrastructure and potential revitalization needs.
- **Workforce Trends**:
  - Largest employment sector: **Education, Healthcare & Social Assistance (21.6%)**
  - Occupational concentration: 34.1% in **management, business, and arts**, higher than regional counties
  - Commuting: Over 75% drive alone; 10% work from home—second-highest behind Tracy.
- **Educational Attainment**:
  - 23.2% of adults (25+) hold a **bachelor's degree or higher**, above county peers but below the state (36.5%).
  - Lodi's young adult (25–34) bachelor's degree rate (26.2%) matches or exceeds most neighboring cities and counties.
- **Retail Sales**:
  - Per capita taxable sales comparisons for Lodi have a particular complicating factor, which is that the strong per capita sales performance in Tracy, at $63,045, or just over 3-½ times the figure for Lodi, is driven by the presence of several fulfillment centers in Tracy (including three Amazon warehouse distribution centers). These fulfillment center sales also skew the San Joaquin County average, so if we remove Tracy figures for sales and population and recalculate per capita sales for the County, the resulting figure is $15,460, noticeably less than the corresponding figure for Lodi of $17,274.
  - Lodi per capita taxable sales are higher than the other peer cities except for Tracy and Ripon; categorically, per capita sales are disproportionately low for Lodi compared to the other communities in Food Services/Drinking Places, and relatively high in General Merchandise.

Figure 4-1 below shows the Median Household and Per Capita Income for Lodi and comparison cities, counties, and the state. The income variation among comparison cities is more pronounced for median household income and less so on a per capita basis, likely due to smaller households. For example,

Median Household Income in Lathrop is 29% greater than Lodi, while per capita income is 5% less. In Tracy, Median Household Income is 29% greater than Lodi, while per capita income is only 12% above. Per Capita Income for San Joaquin County is a little less than 4% below PCI for Lodi, while the Median Household Income for the County is a little more than 5% above the Lodi figure. Note that while this kind of variation exists for several of the comparison places, it does not apply to all of them.

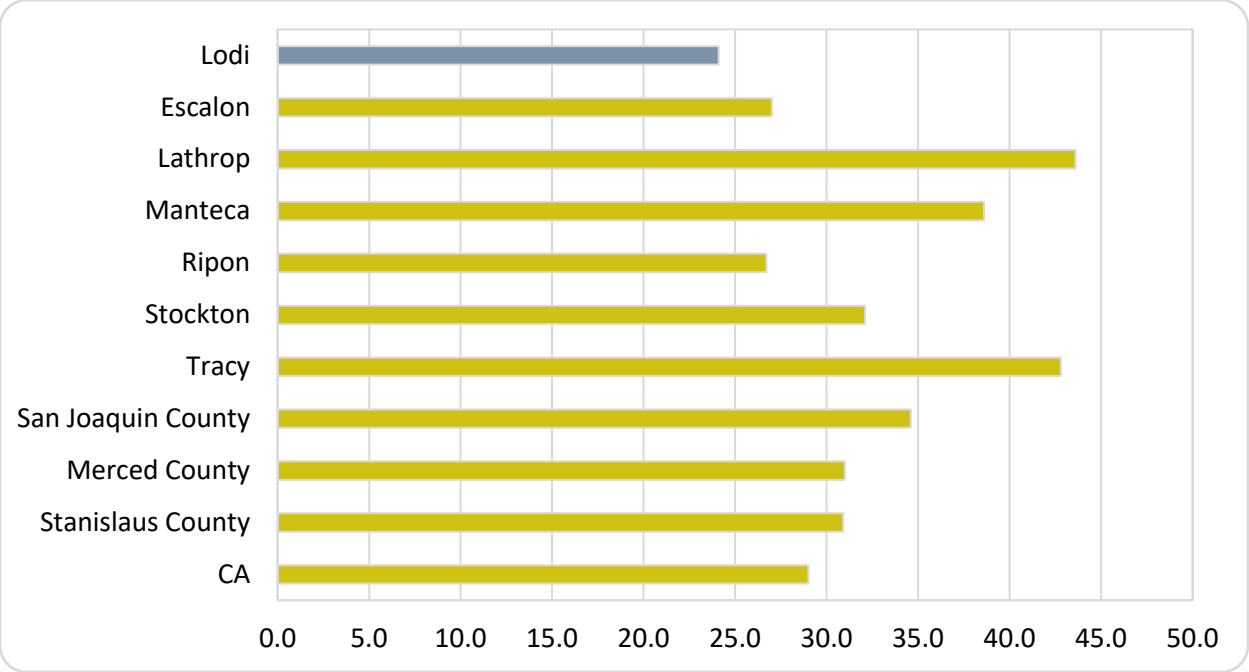
Figure 4-1. Median Household Income and Per Capita Income by Place



Sources: U.S. Census Bureau, 2019-2023 ACS 5-Year Estimates: Data Profiles; TNDG.

Figure 4-2 and Figure 4-3 below show the mean travel time for commuting to work for Lodi and comparison cities, counties, and the state, and the share of jobs held by resident workers in Lodi according to their place of employment. Figure 4-2 shows that Lodi's average commute of 24.1 minutes is notably shorter than all comparison geographies, including the statewide average of 29.0 minutes. Figure 4-3 shows that 22.2% of jobs for Lodi resident workers are held locally, with 17.2% in Stockton, which is the primary single location where resident workers in Lodi are commuting for work. The remaining 60.6% are dispersed across other areas, underscoring Lodi’s reliance on regional job markets that are also accessible enough to allow relatively short commutes.

Figure 4-2. Mean Travel Time to Work (Minutes) by Place

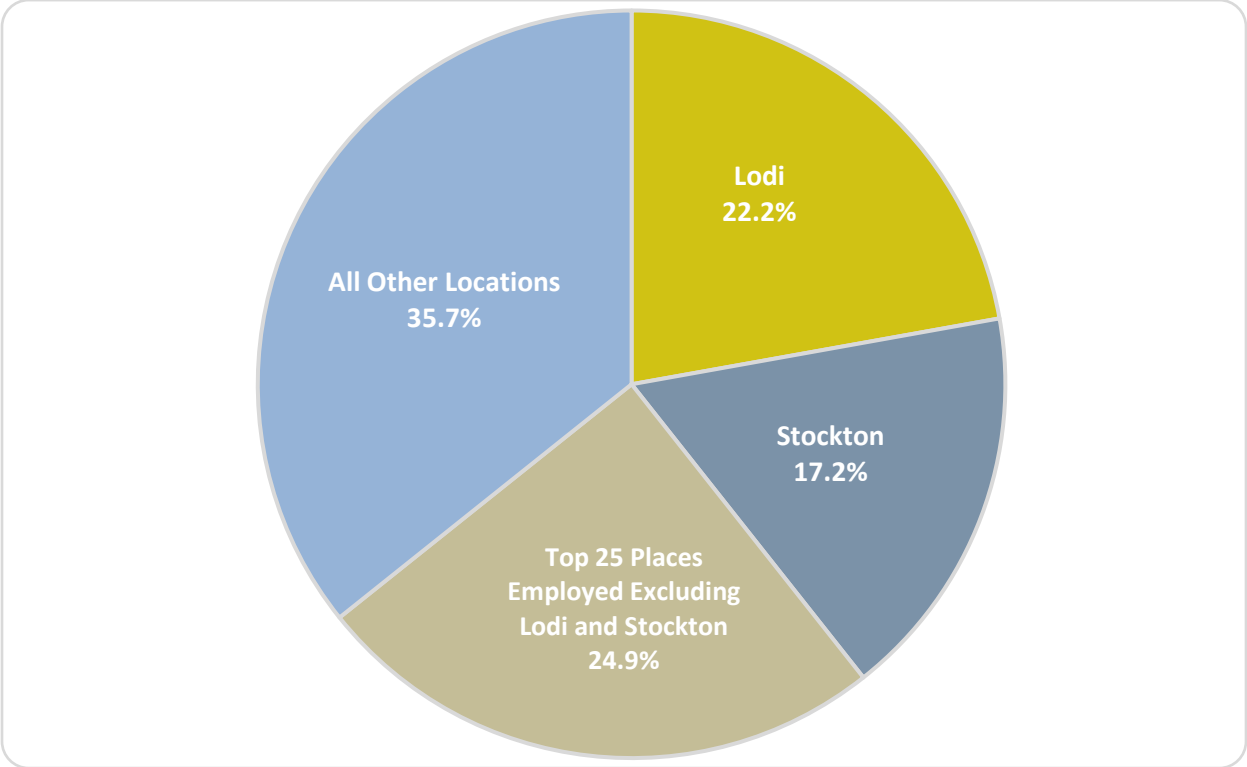


Sources: U.S. Census Bureau, 2019-2023 ACS 5-Year Estimates: Data Profiles; TNDG.

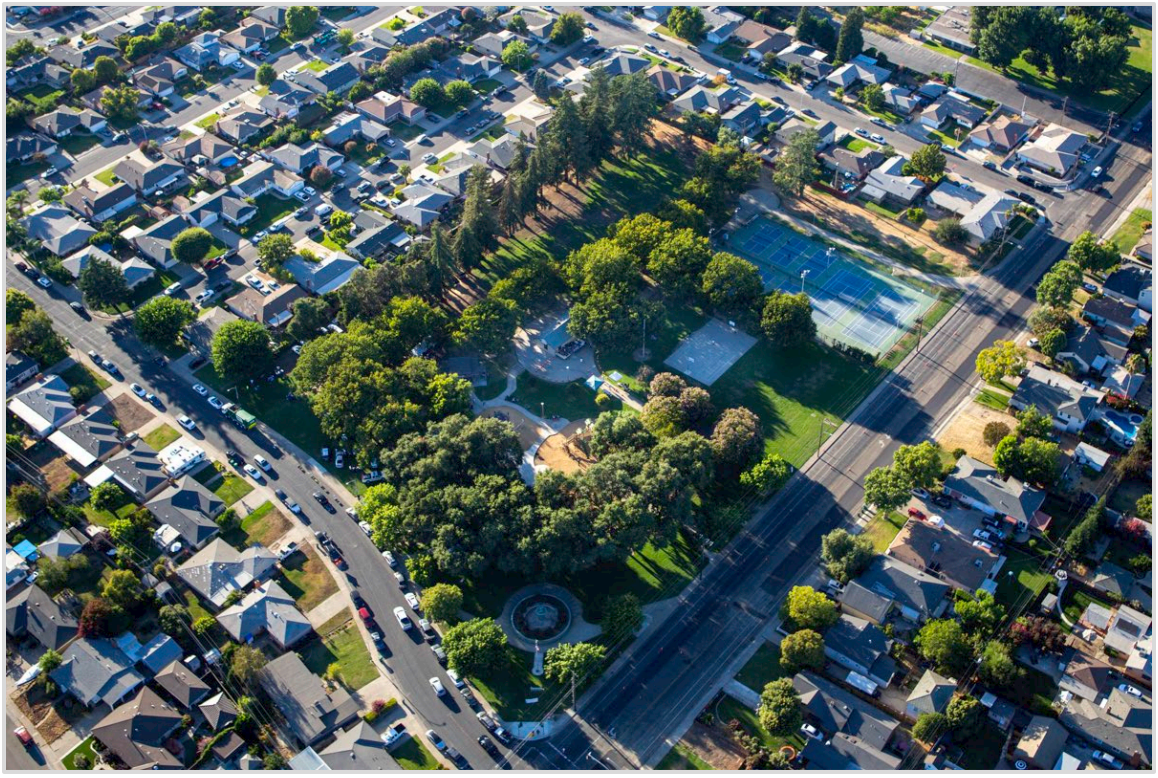


Rose Gate Subdivision (Photo: City of Lodi)

Figure 4-3. Share of Jobs Held by Lodi Resident Workers by Place of Employment



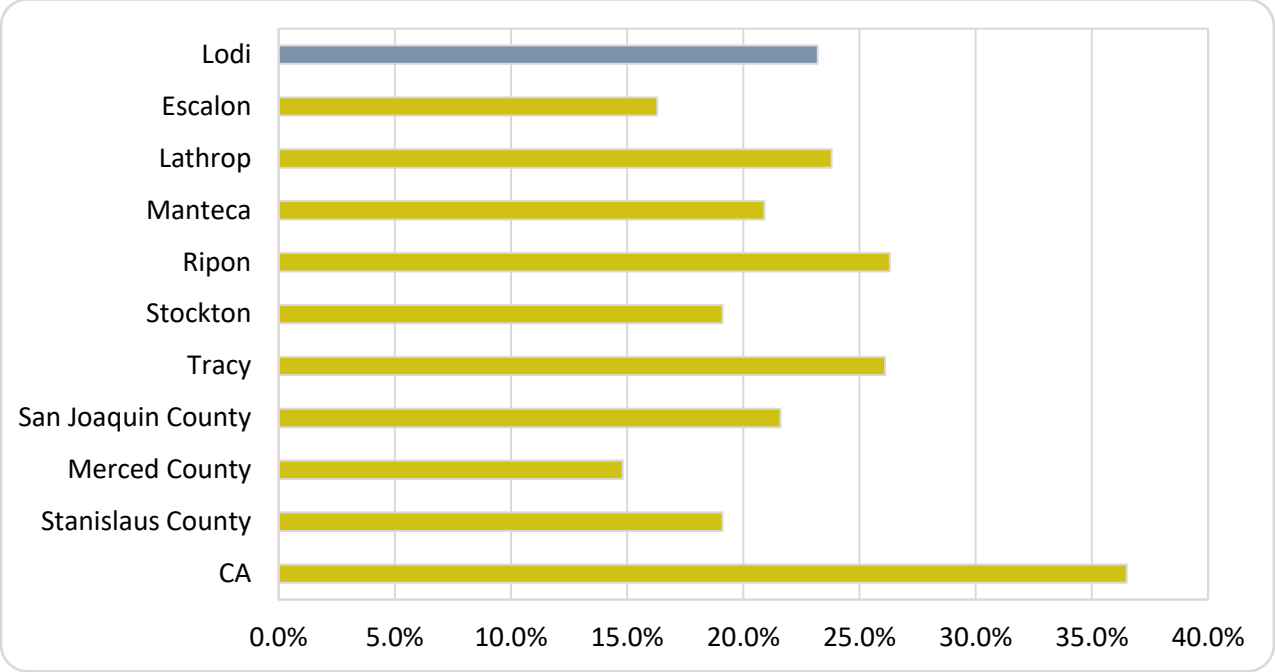
Sources: U.S. Census Bureau, 2022: OnTheMap LEHD Origin-Destination Employment 2nd Quarter 2022; TNDG.



Ariel View: Hutchins Street Square (Photo: City of Lodi)

Figure 4-4 below provides the percentage of the population aged 25 and over holding a bachelor's degree or higher. In Lodi, 23.2% of population 25 years and older hold a bachelor's degree or higher, outperforming San Joaquin County (21.6%), Merced County (14.8%), and Stanislaus County (19.1%), as well as nearby cities of Escalon (16.3%), Manteca (20.9%), and Stockton (19.1%), while remaining competitive with the other communities. This positions Lodi as being regionally competitive in educational capital relative to its immediate peers and counties.

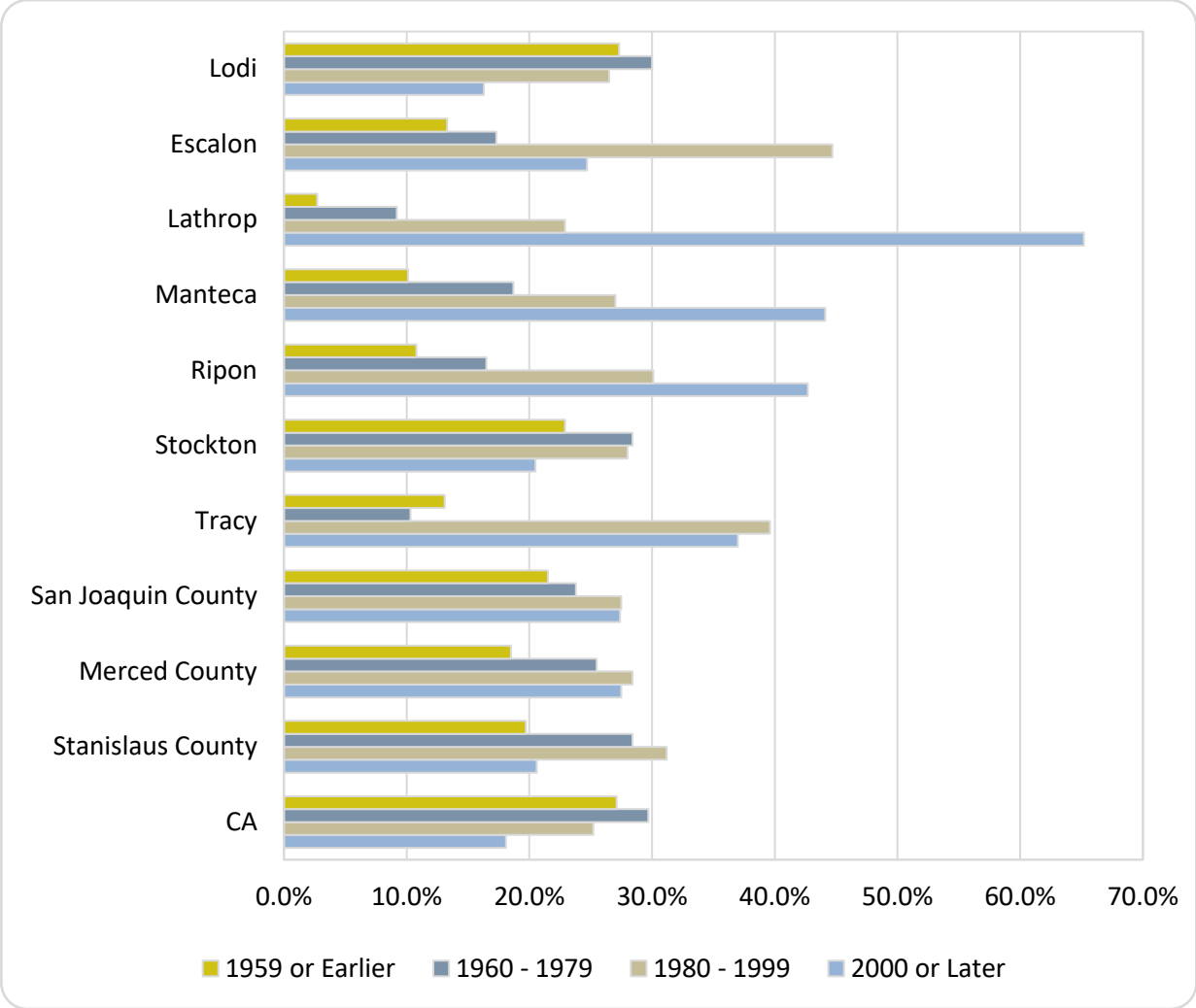
Figure 4-4. Population 25 Years and Over with Bachelor's Degree or Higher by Place



Sources: U.S. Census Bureau, 2019-2023 ACS 5-Year Estimates: Data Profiles; TNDG.

Figure 4-5 through Figure 4-7 below summarize housing characteristics, including the age of structures, vacancy rates, and tenure patterns for Lodi and comparison cities, counties, and the state. Figure 4-5 shows that Lodi's housing stock reflects an aging profile of housing stock compared to the other places, with 27.3% of units built before 1960 (aligning closely with California's 27.1%, but exceeding peer cities like Lathrop at 2.7% and Escalon at 13.3%), and only 16.3% constructed in 2000 or later (trailing newer developments in Lathrop at 65.2% and Manteca at 44.1%, as well as San Joaquin County at large at 27.4%).

Figure 4-5. Year Structure Built by Place (Percent of Units)



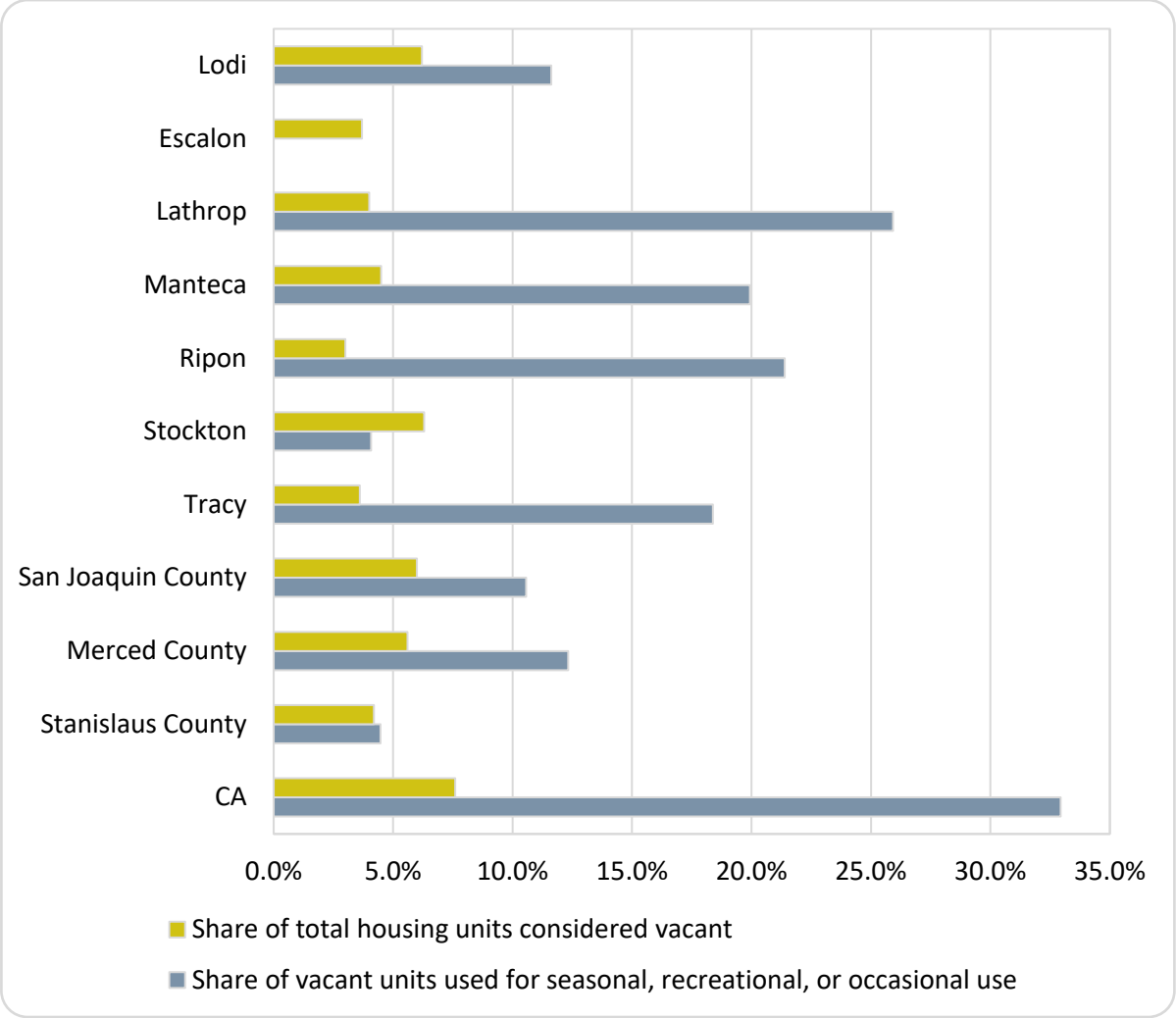
Sources: U.S. Census Bureau, 2019-2023 ACS 5-Year Estimates: Data Profiles; TNDG.

Figure 4-6 below shows that vacancy in Lodi is 6.2% of all housing units, higher than some of the peer communities but comparable to San Joaquin County (6.0%) and Stockton (6.3%), but below the state average of 7.6%.

The figure also shows the composition of part of the group of vacant units, namely those vacant units that meet the Census definition of being "used for seasonal, recreational, or occasional use." In Lodi this number is 11.6%, relatively high compared to some of the peer cities, including Stockton, but similar to San Joaquin County's number, while some other peer cities have considerably high percentages. Housing units in this status[1] can affect the local economy, including the local business community (for example diminishing somewhat the available "pool" of households).

[1] Vacant housing units in the seasonal, etc. category can also include short-term rentals such as those offered through Airbnb. Note that the categories of vacant housing reported in the Census data also include the following (which are not separately

Figure 4-6. Vacant Housing Status by Place

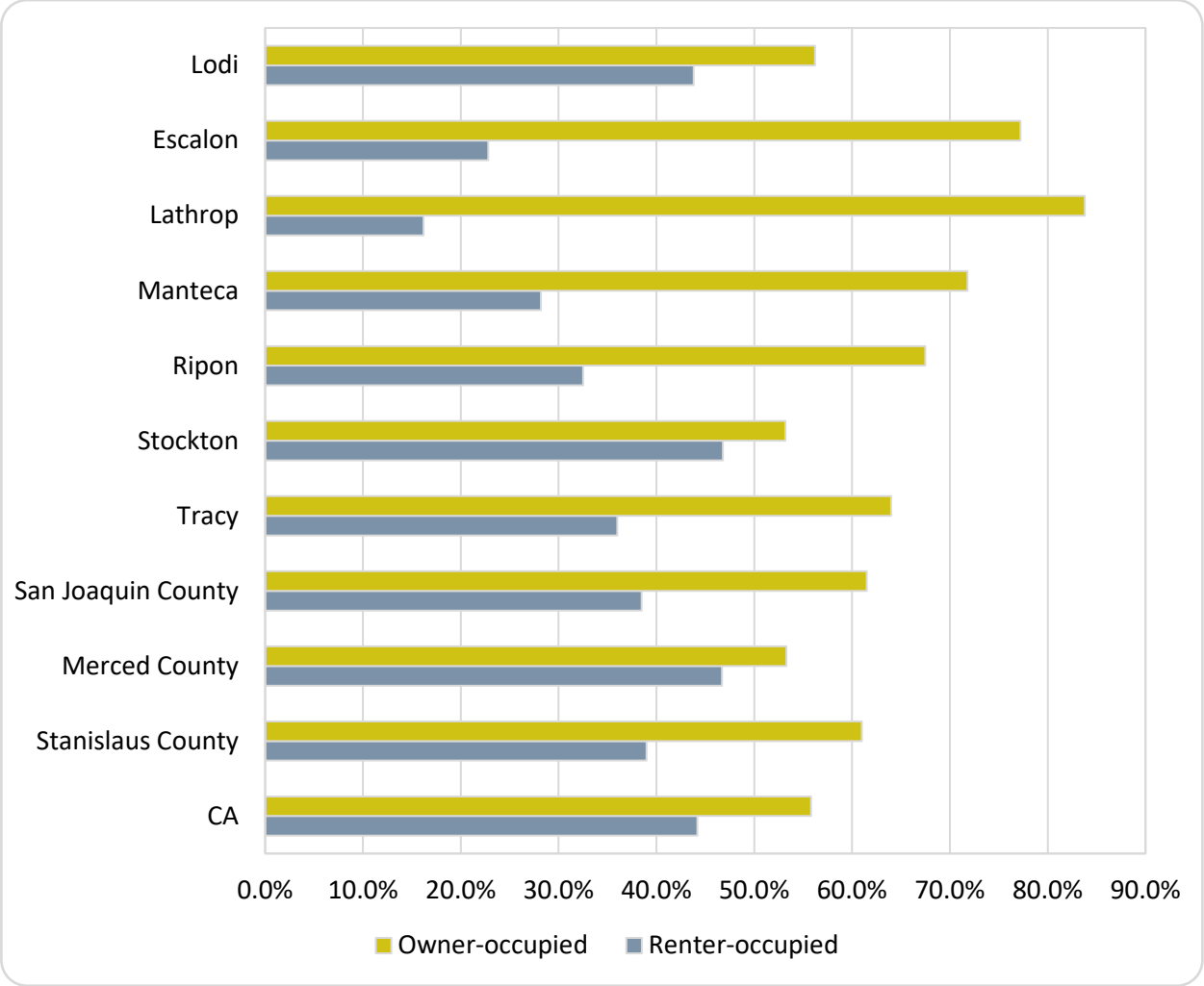


Sources: U.S. Census Bureau, 2019-2023 ACS 5-Year Estimates: Data Profiles, Table 25004; TNDG.

Figure 4-7 below shows that 56.2% of all occupied housing in Lodi is considered owner-occupied, which exceeds the owner-occupied housing in Stockton (53.2%) and California (55.8%), but is notably lower than peer cities such as Escalon (77.2%) and Lathrop (83.8%). In terms of renter-occupied housing, 43.8% of all occupied housing in Lodi is considered renter-occupied, exceeding many of the peer cities. F

documented here): vacant units that are for rent; rented, not occupied; for sale only; sold, not occupied; for migrant workers; and other vacant.

Figure 4-7. Tenure (Owner/Renter) by Place



Sources: U.S. Census Bureau, 2019-2023 ACS 5-Year Estimates: Data Profiles; TNDG.



Downtown Farmer's Market (Photo: City of Lodi)

INDUSTRY CLUSTER ANALYSIS

Definitions and Focus of Regional Industry Clusters Analysis

"Industry targeting" has long been a part of the economic development vocabulary. Over time the practice of targeting specific industries has evolved from a focus on individual sectors to a focus on closely related groups of industries or "clusters." In either case, the concept of targeting responds to one of the most fundamental needs of economic development organizations—the need to focus marketing and other investments on industries that offer realistic promise for creating quality economic growth in a particular geographic area, based on a comprehensive assessment of the area's comparative advantages.

Whereas the objective of a targeted industry study is to identify individual industries that are likely to be key "engines" of economic growth in a region, a full-fledged cluster study takes the process a few steps further by identifying linked industries whose growth potentials are likely to be closely aligned with expansion of the "engine" sectors. A local example of a cluster is Agribusiness, Food Processing And Technology. Whereas farming or crop production is the "engine" that makes an agricultural economy possible, the overall cluster includes a broad range of linked businesses such as food processing, wineries, and agricultural equipment and supply companies.

The clusters analyzed in this study are based on definitions from a joint project between Lightcast and the Center for Regional Development at Purdue University. The Lightcast-Purdue research effort developed a list of 23 total clusters that include 664 unique 6-digit NAICS[2] code industries.

As highlighted in the following bullet points, Tables 4-1 to 4-14 provide summary cluster employment data for the following geographies: Lodi Area, Lodi Region[3], Stockton Area, Stanislaus, San Joaquin, and Merced Counties, and California.

- Table 4-1 shows estimated existing (2024) employment by cluster
- Table 4-2 shows the location quotients (compared to the U.S. benchmark) in 2024. The location quotient (LQ) measures how concentrated/important an industry cluster is in a region compared to national benchmarks. An LQ value greater than 1.0 indicates that a cluster is more concentrated in the region than it is nationally. This is generally regarded as an indication that the region has a comparative advantage relative to a particular cluster, although (especially for local clusters) an LQ below 1.0 can indicate a potential growth opportunity.
- Table 4-3 shows existing average wages by cluster
- Table 4-4 shows cluster job growth for the most recent 10-year period between 2014 and 2024

[2] NAICS = North American Industry Classification System. NAICS is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

[3] The sub-county geographies include the following zip codes: Lodi Area (95240-92542), Lodi Region (9520, 95237, 95240-92542, 95258), and Stockton Area (95202-07, 95209-12, 95210-12, 95215, 95219).

- Table 4-5 shows cluster job growth in percentage terms for the most recent 10-year period between 2014 and 2024
- Table 4-6 shows 10-year projected job growth, 2024 to 2034
- Table 4-7 shows 10-year projected job growth, 2024 to 2034, in percentage terms
- Tables 4-8 to 4-14 provide a summary of 2014-2024 growth performance based on a "shift-share" analysis. This component of the analysis shows which clusters have outperformed national growth trends over the study period. This methodology separates employment change in a given cluster into three causal elements: National Effect, Industry Effect, and Local Share. The National Effect identifies the component of employment change assumed to be caused by overall national economic trends. For example, if total employment in the U.S. grew by 12% from 2014-2024, and a given cluster in San Joaquin County grew by 16%, we would assume that 4% of that growth is due to overall economic growth. Because clusters do not usually exactly follow national economic trends, we also consider the Industry Effect that assigns a portion of local employment change in a particular cluster to that cluster's national trends. For example, partly due to the rise in e-commerce, employment in the *Transportation and Logistics* cluster has risen faster than national-average employment growth for all industries, indicating a portion of Transportation and Logistics growth in the reference geographies would be a reflection of this broader cluster trend at the national level. The Industry Effect could also be negative for declining clusters such as *Apparel and Textiles*, which has seen secular declines in employment nationally.

  The sum of the National Effect and Industry Effect is called the Expected Change. For example, employment in the *Transportation Equipment Manufacturing* cluster in the Lodi region grew by 230 jobs over the study period. Of the growth, 55 of the new jobs reflect overall economic trends (National Effect) and an additional 16 jobs indicate overall relative job growth in that cluster across the nation (Industry Effect). The sum of these two effects, 71, is the Expected Change for employment growth in that cluster in the Lodi region. As noted, the actual growth in that cluster in the Lodi region was 230 jobs and the difference in actual job growth and the Expected Change is called the Local Share, or 159 jobs (230 – 179 = 159). This means that the Lodi region economy demonstrated a competitive advantage in this sector of the economy – the cluster grew faster than can be explained by broader (national) economic and industry trends.

Based on the analysis and data from the tables listed above, along with feedback from stakeholders, five clusters are recommended for business retention/expansion/attraction and entrepreneurial development efforts, as discussed further in Chapter 5:

1. Agribusiness, Food Processing and Technology
2. Arts, Entertainment, Recreation, and Tourism
3. Biotech/Biomed
4. Energy / Clean Energy
5. Manufacturing / Advanced Manufacturing



Local Vineyard (Photo: City of Lodi)

Table 4-1. Cluster Employment by Region, 2024

Cluster	Lodi Area	Lodi Region	Stockton Area	Stanislaus County	San Joaquin County	Merced County	CA	U.S.
Advanced Materials	740	853	1,754	2,660	4,571	468	679,935	5,645,729
Agribusiness, Food Processing And Technology	7,315	8,713	7,848	30,410	26,103	22,807	711,408	4,434,801
Apparel And Textiles	102	161	380	414	963	123	142,964	1,004,290
Arts, Entertainment, Recreation And Visitor Industries	1,129	1,419	2,941	3,683	6,194	1,447	947,484	6,257,836
Biomedical/Biotechnical (Life Sciences)	3,639	3,758	10,781	21,275	20,579	5,699	1,758,449	15,804,879
Business And Financial Services	2,916	3,111	6,127	8,931	12,966	2,759	2,230,091	17,919,354
Chemicals	593	650	1,934	2,348	4,868	671	179,003	2,332,252
Computer & Electronic Product Mfg	92	149	159	143	1,281	44	260,756	1,068,550
Defense And Security	857	1,364	3,763	3,039	6,818	1,047	1,060,662	7,937,755
Education And Knowledge Creation	214	221	3,576	1,368	4,532	363	523,235	3,815,550
Electrical Equip, Appliance & Component Mfg	262	263	24	11	770	0	32,963	423,745
Energy (Fossil And Renewable)	1,456	1,624	5,826	7,583	11,077	2,744	1,025,414	9,426,936
Fabricated Metal Product Mfg	480	498	1,091	1,873	2,863	535	122,220	1,416,903
Forest And Wood Products	1,131	1,284	2,228	4,167	4,598	792	225,707	2,444,411
Glass And Ceramics	162	166	316	640	1,005	77	26,683	271,962
Information Technology And Telecommunications	713	838	1,566	2,915	5,444	657	1,247,455	8,192,337
Machinery Mfg	128	132	414	907	846	370	75,251	1,140,456
Manufacturing Supercluster	1,287	1,763	2,471	3,255	7,809	1,334	667,633	6,246,261
Mining	56	69	408	515	715	113	27,056	476,639
Primary Metal Mfg	24	26	114	119	226	0	14,692	375,930
Printing And Publishing	293	334	702	1,089	1,475	514	375,040	2,421,773
Transportation And Logistics	1,557	1,840	19,769	10,473	48,306	3,197	819,668	7,090,891
Transportation Equipment Mfg	301	694	669	202	1,822	385	161,750	1,820,677
Total Cluster	**25,448**	**29,929**	**74,861**	**108,020**	**175,832**	**46,145**	**13,315,521**	**107,969,918**
Total	**44,172**	**51,705**	**153,747**	**220,333**	**317,003**	**94,666**	**20,573,694**	**173,250,486**

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-2. Cluster Location Quotients (LQs) by Region, 2024

Cluster	Lodi Area	Lodi Region	Stockton Area	Stanislaus County	San Joaquin County	Merced County	CA
Advanced Materials	0.51	0.51	0.35	0.37	0.44	0.15	1.01
Agribusiness, Food Processing And Technology	6.47	6.58	1.99	5.39	3.22	9.41	1.35
Apparel And Textiles	0.40	0.54	0.43	0.32	0.52	0.22	1.20
Arts, Entertainment, Recreation And Visitor Industries	0.71	0.76	0.53	0.46	0.54	0.42	1.27
Biomedical/Biotechnical (Life Sciences)	0.90	0.80	0.77	1.06	0.71	0.66	0.94
Business And Financial Services	0.64	0.58	0.39	0.39	0.40	0.28	1.05
Chemicals	1.00	0.93	0.93	0.79	1.14	0.53	0.65
Computer & Electronic Product Mfg	0.34	0.47	0.17	0.11	0.66	0.08	2.05
Defense And Security	0.42	0.58	0.53	0.30	0.47	0.24	1.13
Education And Knowledge Creation	0.22	0.19	1.06	0.28	0.65	0.17	1.15
Electrical Equip, Appliance & Component Mfg	2.43	2.08	0.06	0.02	0.99	0.00	0.66
Energy (Fossil And Renewable)	0.61	0.58	0.70	0.63	0.64	0.53	0.92
Fabricated Metal Product Mfg	1.33	1.18	0.87	1.04	1.10	0.69	0.73
Forest And Wood Products	1.82	1.76	1.03	1.34	1.03	0.59	0.78
Glass And Ceramics	2.34	2.04	1.31	1.85	2.02	0.52	0.83
Information Technology And Telecommunications	0.34	0.34	0.22	0.28	0.36	0.15	1.28
Machinery Mfg	0.44	0.39	0.41	0.63	0.41	0.59	0.56
Manufacturing Supercluster	0.81	0.95	0.45	0.41	0.68	0.39	0.90
Mining	0.46	0.48	0.96	0.85	0.82	0.43	0.48
Primary Metal Mfg	0.25	0.23	0.34	0.25	0.33	0.00	0.33
Printing And Publishing	0.47	0.46	0.33	0.35	0.33	0.39	1.30
Transportation And Logistics	0.86	0.87	3.14	1.16	3.72	0.83	0.97
Transportation Equipment Mfg	0.65	1.28	0.41	0.09	0.55	0.39	0.75
Total Cluster	**0.92**	**0.93**	**0.78**	**0.79**	**0.89**	**0.78**	**1.04**

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-3. Cluster Wages by Region, 2024

Cluster	Lodi Area	Lodi Region	Stockton Area	Stanislaus County	San Joaquin County	Merced County	CA
Advanced Materials	$67,438	$68,084	$67,126	$65,216	$70,726	$75,740	$158,442
Agribusiness, Food Processing And Technology	52,575	52,429	56,512	62,836	54,866	52,433	52,360
Apparel And Textiles	43,207	43,985	51,668	49,452	49,373	50,619	70,535
Arts, Entertainment, Recreation And Visitor Industries	33,647	34,562	36,755	33,641	35,960	32,581	95,614
Biomedical/Biotechnical (Life Sciences)	83,472	82,764	73,058	85,713	75,498	65,225	101,687
Business And Financial Services	79,439	79,461	84,097	79,130	82,410	73,886	162,487
Chemicals	73,327	73,977	80,952	81,841	79,327	70,566	101,071
Computer & Electronic Product Mfg	76,036	77,178	78,096	54,364	81,078	215,875	247,708
Defense And Security	39,381	43,743	49,750	56,664	50,919	45,701	136,927
Education And Knowledge Creation	36,417	38,183	48,671	39,386	45,015	41,768	144,123
Electrical Equip, Appliance & Component Mfg	80,293	80,245	72,464	50,425	73,133		105,808
Energy (Fossil And Renewable)	78,766	80,241	99,418	76,237	90,178	72,851	135,006
Fabricated Metal Product Mfg	66,747	66,470	72,029	74,448	74,574	63,812	72,555
Forest And Wood Products	62,857	62,840	64,916	70,024	63,802	58,224	66,066
Glass And Ceramics	58,330	58,673	67,655	97,463	79,386	62,259	66,673
Information Technology And Telecommunications	92,031	91,321	91,133	74,206	87,959	75,865	210,292
Machinery Mfg	62,775	62,796	66,681	69,543	65,736	63,494	115,771
Manufacturing Supercluster	71,667	70,075	72,447	70,597	74,798	67,417	163,001
Mining	104,630	106,913	99,161	96,620	100,836	94,436	101,762
Primary Metal Mfg	58,817	60,410	73,189	44,092	74,172	131,809	80,700
Printing And Publishing	51,799	52,896	66,969	64,490	60,156	60,751	199,973
Transportation And Logistics	67,750	67,459	58,988	67,873	61,296	59,710	70,964
Transportation Equipment Mfg	75,863	69,235	75,290	69,769	76,573	60,115	117,689
Total Cluster	**$65,537**	**$64,701**	**$67,034**	**$70,442**	**$66,691**	**$58,106**	**$135,472**

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-4. Cluster Job Growth by Region, 2014-24

Cluster	Lodi Area	Lodi Region	Stockton Area	Stanislaus County	San Joaquin County	Merced County	CA	U.S.
Advanced Materials	360	423	(222)	(129)	658	(66)	39,400	393,198
Agribusiness, Food Processing And Technology	(36)	(274)	626	1,066	57	(128)	42,207	490,662
Apparel And Textiles	28	68	142	(251)	392	(92)	(46,126)	(131,683)
Arts, Entertainment, Recreation And Visitor Industries	121	244	558	(33)	785	221	61,364	541,862
Biomedical/Biotechnical (Life Sciences)	444	495	352	4,225	2,052	919	415,778	2,238,084
Business And Financial Services	257	180	706	(304)	1,387	(123)	274,482	3,203,638
Chemicals	263	304	499	300	1,172	178	1,634	216,254
Computer & Electronic Product Mfg	75	129	93	(22)	993	44	(3,498)	10,984
Defense And Security	318	544	1,464	432	2,225	(9)	135,223	1,071,204
Education And Knowledge Creation	91	65	(702)	(357)	(649)	91	66,584	178,357
Electrical Equip, Appliance & Component Mfg	253	249	(16)	(7)	581	(37)	3,070	42,105
Energy (Fossil And Renewable)	225	148	2,232	1,733	3,178	373	98,721	1,230,973
Fabricated Metal Product Mfg	65	75	(113)	(338)	372	112	(10,389)	(18,049)
Forest And Wood Products	527	583	300	875	999	408	24,213	206,834
Glass And Ceramics	(7)	(5)	85	(198)	199	72	(1,360)	(9,111)
Information Technology And Telecommunications	133	182	154	413	1,868	(15)	257,548	1,744,709
Machinery Mfg	59	59	238	(2)	348	148	743	7,609
Manufacturing Supercluster	568	728	614	(930)	3,263	288	38,585	258,961
Mining	(8)	(6)	89	179	47	42	913	(10,368)
Primary Metal Mfg	(15)	(14)	25	(1)	11	0	(4,198)	(25,362)
Printing And Publishing	83	95	(293)	(195)	(309)	(474)	25,049	(68,258)
Transportation And Logistics	406	81	12,325	3,478	32,408	845	329,356	2,298,832
Transportation Equipment Mfg	131	230	386	(560)	958	20	52,857	241,675
Total Cluster	**4,340**	**4,584**	**19,541**	**9,374**	**52,994**	**2,817**	**1,802,156**	**14,113,113**
Total	**9,113**	**10,018**	**36,437**	**24,556**	**72,300**	**10,349**	**2,259,352**	**18,227,806**

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-5. Cluster Job Growth by Region (%), 2014-24

Cluster	Lodi Area	Lodi Region	Stockton Area	Stanislaus County	San Joaquin County	Merced County	CA	U.S.
Advanced Materials	94%	98%	-11%	-5%	17%	-12%	6%	7%
Agribusiness, Food Processing And Technology	0%	-3%	9%	4%	0%	-1%	6%	12%
Apparel And Textiles	39%	73%	59%	-38%	69%	-43%	-24%	-12%
Arts, Entertainment, Recreation And Visitor Industries	12%	21%	23%	-1%	15%	18%	7%	9%
Biomedical/Biotechnical (Life Sciences)	14%	15%	3%	25%	11%	19%	31%	16%
Business And Financial Services	10%	6%	13%	-3%	12%	-4%	14%	22%
Chemicals	80%	88%	35%	15%	32%	36%	1%	10%
Computer & Electronic Product Mfg	433%	636%	141%	-14%	345%	UND	-1%	1%
Defense And Security	59%	66%	64%	17%	48%	-1%	15%	16%
Education And Knowledge Creation	74%	42%	-16%	-21%	-13%	33%	15%	5%
Electrical Equip, Appliance & Component Mfg	2737%	1726%	-40%	-38%	306%	-100%	10%	11%
Energy (Fossil And Renewable)	18%	10%	62%	30%	40%	16%	11%	15%
Fabricated Metal Product Mfg	16%	18%	-9%	-15%	15%	27%	-8%	-1%
Forest And Wood Products	87%	83%	16%	27%	28%	106%	12%	9%
Glass And Ceramics	-4%	-3%	37%	-24%	25%	1481%	-5%	-3%
Information Technology And Telecommunications	23%	28%	11%	16%	52%	-2%	26%	27%
Machinery Mfg	84%	80%	135%	0%	70%	67%	1%	1%
Manufacturing Supercluster	79%	70%	33%	-22%	72%	28%	6%	4%
Mining	-12%	-8%	28%	53%	7%	58%	3%	-2%
Primary Metal Mfg	-38%	-35%	28%	-1%	5%		-22%	-6%
Printing And Publishing	39%	40%	-29%	-15%	-17%	-48%	7%	-3%
Transportation And Logistics	35%	5%	166%	50%	204%	36%	67%	48%
Transportation Equipment Mfg	77%	50%	136%	-73%	111%	6%	49%	15%
Total Cluster	**21%**	**18%**	**0%**	**10%**	**43%**	**7%**	**16%**	**15%**
Total	**26%**	**24%**	**31%**	**13%**	**30%**	**12%**	**12%**	**12%**

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-6. Cluster Job Growth by Region, 2024-34

Cluster	Lodi Area	Lodi Region	Stockton Area	Stanislaus County	San Joaquin County	Merced County	CA	U.S.
Advanced Materials	309	370	268	258	1,123	23	15,290	307,260
Agribusiness, Food Processing And Technology	309	296	536	(175)	728	182	33,838	336,164
Apparel And Textiles	38	48	83	(88)	249	30	(19,530)	(15,265)
Arts, Entertainment, Recreation And Visitor Industries	312	364	504	73	1,261	335	92,080	614,770
Biomedical/Biotechnical (Life Sciences)	468	525	1,090	2,897	2,571	1,085	262,029	1,708,371
Business And Financial Services	62	77	399	(301)	864	(18)	140,021	1,953,410
Chemicals	207	216	597	206	858	148	(2,970)	120,584
Computer & Electronic Product Mfg	136	207	172	(7)	929	17	(8)	71,323
Defense And Security	203	267	784	100	1,321	6	94,798	805,247
Education And Knowledge Creation	111	117	209	(35)	467	70	39,539	283,108
Electrical Equip, Appliance & Component Mfg	226	226	11	(8)	749	0	4,956	66,295
Energy (Fossil And Renewable)	120	133	389	708	1,341	187	40,533	652,849
Fabricated Metal Product Mfg	143	143	149	(165)	607	73	(6,061)	48,401
Forest And Wood Products	(184)	(184)	53	99	(132)	66	(7,027)	15,122
Glass And Ceramics	55	57	33	(63)	58	19	(1,619)	2,063
Information Technology And Telecommunications	164	256	235	279	1,658	34	145,701	1,155,654
Machinery Mfg	4	4	97	(67)	101	95	(590)	67,234
Manufacturing Supercluster	527	591	614	(231)	2,757	170	19,557	283,378
Mining	4	5	50	172	90	33	1,856	43,981
Primary Metal Mfg	(4)	(4)	(6)	38	(22)	0	(2,170)	(4,071)
Printing And Publishing	21	21	(11)	(139)	52	(195)	9,635	98,039
Transportation And Logistics	388	450	4,984	1,912	12,030	113	117,695	981,001
Transportation Equipment Mfg	23	15	191	(23)	392	(16)	23,431	34,195
Total Cluster	**3,641**	**4,200**	**11,430**	**5,443**	**30,055**	**2,457**	**1,000,983**	**9,629,113**
Total	**4,264**	**4,464**	**19,210**	**13,495**	**36,797**	**7,892**	**1,468,913**	**12,357,951**

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-7. Cluster Job Growth by Region (%), 2024-34

Cluster	Lodi Area	Lodi Region	Stockton Area	Stanislaus County	San Joaquin County	Merced County	CA	U.S.
Advanced Materials	42%	43%	15%	10%	25%	5%	2%	5%
Agribusiness, Food Processing And Technology	4%	3%	7%	-1%	3%	1%	5%	8%
Apparel And Textiles	38%	30%	22%	-21%	26%	25%	-14%	-2%
Arts, Entertainment, Recreation And Visitor Industries	28%	26%	17%	2%	20%	23%	10%	10%
Biomedical/Biotechnical (Life Sciences)	13%	14%	10%	14%	12%	19%	15%	11%
Business And Financial Services	2%	2%	7%	-3%	7%	-1%	6%	11%
Chemicals	35%	33%	31%	9%	18%	22%	-2%	5%
Computer & Electronic Product Mfg	148%	139%	108%	-5%	73%	39%	0%	7%
Defense And Security	24%	20%	21%	3%	19%	1%	9%	10%
Education And Knowledge Creation	52%	53%	6%	-3%	10%	19%	8%	7%
Electrical Equip, Appliance & Component Mfg	86%	86%	47%	-69%	97%		15%	16%
Energy (Fossil And Renewable)	8%	8%	7%	9%	12%	7%	4%	7%
Fabricated Metal Product Mfg	30%	29%	14%	-9%	21%	14%	-5%	3%
Forest And Wood Products	-16%	-14%	2%	2%	-3%	8%	-3%	1%
Glass And Ceramics	34%	35%	11%	-10%	6%	25%	-6%	1%
Information Technology And Telecommunications	23%	31%	15%	10%	30%	5%	12%	14%
Machinery Mfg	3%	3%	23%	-7%	12%	26%	-1%	6%
Manufacturing Supercluster	41%	34%	25%	-7%	35%	13%	3%	5%
Mining	7%	7%	12%	33%	13%	29%	7%	9%
Primary Metal Mfg	-18%	-15%	-6%	32%	-10%	93%	-15%	-1%
Printing And Publishing	7%	6%	-2%	-13%	4%	-38%	3%	4%
Transportation And Logistics	25%	24%	25%	18%	25%	4%	14%	14%
Transportation Equipment Mfg	8%	2%	28%	-11%	21%	-4%	14%	2%
Total Cluster	**14%**	**14%**	**0%**	**5%**	**17%**	**5%**	**8%**	**9%**
Total	**10%**	**9%**	**12%**	**6%**	**12%**	**17%**	**7%**	**7%**

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-8. Shift Share Analysis, 2014-24, Lodi Area

Cluster	Industrial Mix Effect	National Growth Effect	Local Share	Actual Change
Advanced Materials	(16)	45	331	360
Agribusiness, Food Processing And Technology	50	864	(951)	(36)
Apparel And Textiles	(17)	9	37	28
Arts, Entertainment, Recreation And Visitor Industries	(23)	119	25	121
Biomedical/Biotechnical (Life Sciences)	151	376	(83)	444
Business And Financial Services	266	313	(322)	257
Chemicals	(5)	39	229	263
Computer & Electronic Product Mfg	(2)	2	75	75
Defense And Security	21	63	233	318
Education And Knowledge Creation	(8)	14	85	91
Electrical Equip, Appliance & Component Mfg	(0)	1	252	253
Energy (Fossil And Renewable)	40	145	41	225
Fabricated Metal Product Mfg	(54)	49	70	65
Forest And Wood Products	(15)	71	471	527
Glass And Ceramics	(25)	20	(1)	(7)
Information Technology And Telecommunications	89	68	(24)	133
Machinery Mfg	(8)	8	58	59
Manufacturing Supercluster	(53)	85	537	568
Mining	(9)	8	(6)	(8)
Primary Metal Mfg	(7)	4	(12)	(15)
Printing And Publishing	(30)	25	88	83
Transportation And Logistics	417	135	(147)	406
Transportation Equipment Mfg	6	20	105	131

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-9. Shift Share Analysis, 2014-24, Lodi Region

Cluster	Industrial Mix Effect	National Growth Effect	Local Share	Actual Change
Advanced Materials	(18)	51	390	423
Agribusiness, Food Processing And Technology	61	1,057	(1,391)	(274)
Apparel And Textiles	(22)	11	79	68
Arts, Entertainment, Recreation And Visitor Industries	(27)	138	133	244
Biomedical/Biotechnical (Life Sciences)	155	384	(43)	495
Business And Financial Services	293	345	(458)	180
Chemicals	(5)	41	269	304
Computer & Electronic Product Mfg	(2)	2	129	129
Defense And Security	32	96	416	544
Education And Knowledge Creation	(11)	18	58	65
Electrical Equip, Appliance & Component Mfg	(0)	2	247	249
Energy (Fossil And Renewable)	48	174	(73)	148
Fabricated Metal Product Mfg	(55)	50	81	75
Forest And Wood Products	(18)	82	519	583
Glass And Ceramics	(26)	20	0	(5)
Information Technology And Telecommunications	100	77	5	182
Machinery Mfg	(8)	9	58	59
Manufacturing Supercluster	(77)	122	683	728
Mining	(10)	9	(5)	(6)
Primary Metal Mfg	(7)	5	(12)	(14)
Printing And Publishing	(35)	28	102	95
Transportation And Logistics	637	207	(763)	81
Transportation Equipment Mfg	16	55	159	230

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-10. Shift Share Analysis, 2014-24, Stockton Area

Cluster	Industrial Mix Effect	National Growth Effect	Local Share	Actual Change
Advanced Materials	(84)	232	(370)	(222)
Agribusiness, Food Processing And Technology	49	849	(272)	626
Apparel And Textiles	(56)	28	169	142
Arts, Entertainment, Recreation And Visitor Industries	(54)	280	332	558
Biomedical/Biotechnical (Life Sciences)	494	1,226	(1,369)	352
Business And Financial Services	543	637	(474)	706
Chemicals	(22)	169	352	499
Computer & Electronic Product Mfg	(7)	8	92	93
Defense And Security	88	270	1,105	1,464
Education And Knowledge Creation	(293)	503	(912)	(702)
Electrical Equip, Appliance & Component Mfg	(0)	5	(20)	(16)
Energy (Fossil And Renewable)	117	423	1,693	2,232
Fabricated Metal Product Mfg	(157)	142	(98)	(113)
Forest And Wood Products	(48)	227	122	300
Glass And Ceramics	(35)	27	93	85
Information Technology And Telecommunications	216	166	(227)	154
Machinery Mfg	(20)	21	237	238
Manufacturing Supercluster	(138)	218	533	614
Mining	(44)	37	96	89
Primary Metal Mfg	(16)	10	30	25
Printing And Publishing	(144)	117	(266)	(293)
Transportation And Logistics	2,696	875	8,754	12,325
Transportation Equipment Mfg	10	33	343	386

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-11. Shift Share Analysis, 2014-24, Stanislaus County

Cluster	Industrial Mix Effect	National Growth Effect	Local Share	Actual Change
Advanced Materials	(119)	328	(337)	(129)
Agribusiness, Food Processing And Technology	200	3,450	(2,585)	1,066
Apparel And Textiles	(155)	78	(173)	(251)
Arts, Entertainment, Recreation And Visitor Industries	(85)	437	(386)	(33)
Biomedical/Biotechnical (Life Sciences)	808	2,005	1,413	4,225
Business And Financial Services	925	1,086	(2,315)	(304)
Chemicals	(32)	241	91	300
Computer & Electronic Product Mfg	(18)	19	(24)	(22)
Defense And Security	100	307	25	432
Education And Knowledge Creation	(118)	203	(441)	(357)
Electrical Equip, Appliance & Component Mfg	(0)	2	(9)	(7)
Energy (Fossil And Renewable)	191	688	855	1,733
Fabricated Metal Product Mfg	(288)	260	(310)	(338)
Forest And Wood Products	(83)	387	570	875
Glass And Ceramics	(126)	99	(171)	(198)
Information Technology And Telecommunications	383	294	(264)	413
Machinery Mfg	(101)	107	(8)	(2)
Manufacturing Supercluster	(311)	492	(1,111)	(930)
Mining	(47)	39	186	179
Primary Metal Mfg	(22)	14	6	(1)
Printing And Publishing	(186)	151	(160)	(195)
Transportation And Logistics	2,533	822	123	3,478
Transportation Equipment Mfg	27	90	(676)	(560)

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-12. Shift Share Analysis, 2014-24, San Joaquin County

Cluster	Industrial Mix Effect	National Growth Effect	Local Share	Actual Change
Advanced Materials	(167)	460	365	658
Agribusiness, Food Processing And Technology	178	3,063	(3,184)	57
Apparel And Textiles	(133)	67	458	392
Arts, Entertainment, Recreation And Visitor Industries	(123)	636	272	785
Biomedical/Biotechnical (Life Sciences)	878	2,178	(1,004)	2,052
Business And Financial Services	1,159	1,361	(1,134)	1,387
Chemicals	(57)	435	795	1,172
Computer & Electronic Product Mfg	(31)	34	990	993
Defense And Security	176	540	1,508	2,225
Education And Knowledge Creation	(355)	609	(903)	(649)
Electrical Equip, Appliance & Component Mfg	(1)	22	560	581
Energy (Fossil And Renewable)	258	929	1,992	3,178
Fabricated Metal Product Mfg	(324)	293	404	372
Forest And Wood Products	(91)	423	666	999
Glass And Ceramics	(121)	95	225	199
Information Technology And Telecommunications	547	420	900	1,868
Machinery Mfg	(55)	59	345	348
Manufacturing Supercluster	(338)	535	3,066	3,263
Mining	(93)	78	62	47
Primary Metal Mfg	(39)	25	25	11
Printing And Publishing	(259)	210	(260)	(309)
Transportation And Logistics	5,757	1,869	24,781	32,408
Transportation Equipment Mfg	31	102	825	958

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Table 4-13. Shift Share Analysis, 2014-24, Merced County

Cluster	Industrial Mix Effect	National Growth Effect	Local Share	Actual Change
Advanced Materials	(23)	63	(106)	(66)
Agribusiness, Food Processing And Technology	156	2,697	(2,981)	(128)
Apparel And Textiles	(50)	25	(67)	(92)
Arts, Entertainment, Recreation And Visitor Industries	(28)	144	105	221
Biomedical/Biotechnical (Life Sciences)	226	562	131	919
Business And Financial Services	289	339	(751)	(123)
Chemicals	(8)	58	127	178
Computer & Electronic Product Mfg	0	0	UND	44
Defense And Security	41	124	(174)	(9)
Education And Knowledge Creation	(19)	32	78	91
Electrical Equip, Appliance & Component Mfg	(0)	4	(41)	(37)
Energy (Fossil And Renewable)	77	279	17	373
Fabricated Metal Product Mfg	(55)	50	118	112
Forest And Wood Products	(10)	45	373	408
Glass And Ceramics	(1)	1	72	72
Information Technology And Telecommunications	103	79	(197)	(15)
Machinery Mfg	(25)	26	147	148
Manufacturing Supercluster	(78)	123	243	288
Mining	(10)	8	43	42
Primary Metal Mfg	0	0	0	0
Printing And Publishing	(143)	116	(447)	(474)
Transportation And Logistics	852	277	(283)	845
Transportation Equipment Mfg	13	43	(36)	20

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Note: UND = Undefined

Table 4-14. Shift Share Analysis Summary, 2014-24, Benchmark Geographies

	2014-24 Growth Performance Based on Shift Share Analysis					
Cluster	Lodi Area	Lodi Region	Stockton Area	Stanislaus County	San Joaquin County	Merced County
Advanced Materials	+	+	-	-	+	-
Agribusiness, Food Processing And Technology	-	-	-	-	-	-
Apparel And Textiles	+	+	+	-	+	-
Arts, Entertainment, Recreation And Visitor Industries	+	+	+	-	+	+
Biomedical/Biotechnical (Life Sciences)	-	-	-	+	-	+
Business And Financial Services	-	-	-	-	-	-
Chemicals	+	+	+	+	+	+
Computer & Electronic Product Mfg	+	+	+	-	+	UND
Defense And Security	+	+	+	+	+	-
Education And Knowledge Creation	+	+	-	-	-	+
Electrical Equip, Appliance & Component Mfg	+	+	-	-	+	-
Energy (Fossil And Renewable)	+	-	+	+	+	+
Fabricated Metal Product Mfg	+	+	-	-	+	+
Forest And Wood Products	+	+	+	+	+	+
Glass And Ceramics	-	+	+	-	+	+
Information Technology And Telecommunications	-	+	-	-	+	-
Machinery Mfg	+	+	+	-	+	+
Manufacturing Supercluster	+	+	+	-	+	+
Mining	-	-	+	+	+	+
Primary Metal Mfg	-	-	+	+	+	-
Printing And Publishing	+	+	-	-	-	-
Transportation And Logistics	-	-	+	+	+	-
Transportation Equipment Mfg	+	+	+	-	+	-

Sources: Lightcast and the Center for Regional Development at Purdue University; TNDG.

Note: UND = Undefined

MARKET DEMAND FOR COMMERCIAL/INDUSTRIAL LAND USES

As part of the EDSP process, The Natelson Dale Group, Inc. (TNDG) prepared market demand forecasts for future commercial and industrial development in Lodi. The market analysis is documented in a separate report and summarized on the tables on the next three pages:

- Table 4-15 (Retail Demand Summary)
- Table 4-16 (Office Demand Summary)
- Table 4-17 (Industrial Demand Summary)

The demand forecasts are intended to provide general indications of development opportunities for the City's internal planning purposes; they are not intended to assess the potential feasibility of individual development projects on specific sites.



World of Wonders Science Museum (Photo: City of Lodi)

Table 4-15. Summary of Retail Demand Forecast, 2025-2035

	Lodi	San Joaquin County
Existing Inventory (square feet)	5,045,129	31,568,412
Existing Occupied Space (SF)	4,883,856	29,913,602
Existing Occupancy Rate	96.8%	94.8%
Average Annual Absorption (SF)		
2010-2020	114,847	259,287
2021-2024	4,215	43,165
2010-2024 overall	85,345	201,655
Projected Population GROWTH, 2025-2035	4,795	63,266
Expected retail sales per capita	$14,345	$14,929
Potential new retail sales	$68,782,117	$944,470,386
Non-resident demand factor	1.20	1.40
Total new retail sales	$82,830,837	$1,323,822,587
Average Retail Sales PSF	$500	$500
New Space Demand (SF) - resident	137,564	1,888,941
New Space Demand (SF) - total	165,662	2,647,645
Capture rate of potential demand	100%	100%
Demand Projection		
Total retail Demand (SF), 2025-2035	165,662	2,647,645
Average Annual Absorption	16,566	264,765
City as % of San Joaquin County		
Historic Absorption, 2010-2020	44%	
Historic Absorption, 2021-2024	10%	
Historic Absorption, 2010-2024	42%	
Projected Absorption, 2025-2035	6%	
Population Growth, 2025-2035	8%	

Sources: TNDG forecast; existing market conditions based on CoStar data.

Table 4-16. Summary of Office Demand Forecast, 2025-2035

	Lodi	San Joaquin County
Existing Inventory (square feet)	1,440,448	13,195,271
Existing Occupied Space (SF)	1,420,346	12,686,415
Existing Occupancy Rate	98.6%	96.1%
Average Annual Absorption (SF)		
2010-2020	11,782	84,777
2021-2024	1,477	62,200
2010-2024 overall	9,034	78,757
Projected Employment Growth, 2025-2035		
Total Employment	1,084	25,365
Office Employment	583	5,261
Office Space Demand (SF) per Job	175	175
Projected Demand for Office Space		
Total Office Demand (SF), 2025-2035	101,938	920,693
Average Annual Absorption	10,194	92,069
City as % of San Joaquin County		
Historic Absorption, 2010-2020	14%	
Historic Absorption, 2021-2024	2%	
Historic Absorption, 2010-2024	11%	
Projected Absorption, 2025-2035	11%	

Sources: TNDG forecast; existing market conditions based on CoStar data.

Table 4-17. Summary of Industrial Demand Forecast, 2025-2035

	Lodi	San Joaquin County
Existing Inventory (square feet)	13,624,915	153,471,592
Existing Occupied Space (SF)	12,963,843	136,381,176
Existing Occupancy Rate	95.1%	88.9%
Average Annual Absorption (SF)		
2010-2020	190,289	292,011
2021-2024	(175,057)	161,230
2010-2024 overall	92,863	257,136
Projected Employment Growth, 2025-2035		
Total Employment	1,084	25,365
Industrial Employment	273	4,687
Industrial Space Demand (SF) per Job	1,800	1,800
Projected Demand for Industrial Space		
Total Industrial Demand (SF), 2025-2035	492,120	8,436,780
Average Annual Absorption	49,212	843,678
City as % of San Joaquin County		
Historic Absorption, 2010-2020	65%	
Historic Absorption, 2021-2024	-109%	
Historic Absorption, 2010-2024	36%	
Projected Absorption, 2025-2035	6%	

Sources: TNDG forecast; existing market conditions based on CoStar data.

The preceding tables, for Retail, Office, and Industrial existing inventory and projected demand, all indicate relatively high, "healthy" occupancy levels for these uses within Lodi. Occupancy rates at these levels also suggest there is demand for additional development in all three categories.

REVIEW OF DEVELOPMENT FRIENDLINESS ISSUES

Scope of Consultant's Review of City's Development Review/Approval Process

The consultant team's investigation of this issue was limited to the *interface of the City's development approval processes with Lodi's economic development potentials* (i.e., perceived or actual issues that affect the City's reputation for business/development friendliness). The consultants did not undertake a comprehensive technical review of the City's operational performance (review times, etc.).

The consultants derived information from the following sources:

- Meetings with the City's Community Development and Public Works directors (and other City department heads).
- Multi-pronged outreach to the development community (via community meetings, EDSP Taskforce meetings, a developer focus group meeting, and individual interviews with development/construction firms and industry associations).
- Comparison of Lodi's development review/approval procedures with five "benchmark" cities profiled for this process (Lathrop, Manteca, Stockton, Tracy, and Turlock). It should again be noted that the focus of these comparisons was on the ways that the other cities position their development streamlining on their websites; the consultants did not conduct quantitative comparisons of review times, etc.

Highlights of Findings

- **Positive:** City has made (and continues to implement) significant improvements to development review processes (entitlement and construction permitting) in recent years, including a transition to digital submission of plans.
- **Positive:** City offers other formal and informal mechanisms for streamlining project reviews and approvals. These include informal Pre-Development Meetings and formal Pre-Development Application Review opportunities.
- **Positive:** City has an excellent track record in meeting its commitments for initial project review times (from time of complete application: 15-day initial review for commercial projects and 10-day initial review for residential projects[4]).
- **Needs improvement:** City recognizes that some projects get delayed by the need for additional rounds of review; City has a strong understanding of the circumstances that typically cause these delays (with this understanding providing a basis for implementing new programs to address these issues – as further outlined in the EDSP Action Plan).
- **Needs improvement:** Development community's feedback on the City's development approval processes was largely negative. Interviewed developers cited examples of costly delays caused by

[4] These timeframes are for the Community Development Department's initial review; some projects may require additional time for reviews by other departments (e.g., Public Works, Fire, and Electric Utility).

overly strict interpretation (compared to their experiences in other cities) of building codes, incomplete communication of submittal requirements at the outset of projects (resulting in the need for additional reviews), and the perception that Lodi has long had an anti-growth "culture."

- **Needs improvement:** Interviewed developers were generally unaware of the significant improvements the City has made (and continues to make) to its review and approval processes. This represents a significant missed opportunity for the City and speaks to the need for better messaging about the City's ongoing efforts to improve its development friendliness. Put differently, the process improvements currently underway are very important, but if the City does not proactively communicate these changes in a way that affected firms can recognize the City's progress, then a significant opportunity is lost.

Development Friendliness is Critical to a City's Economic Development Success

The importance of development friendliness within a city's overall economic development strategy can hardly be overstated. At the local level (especially for a smaller city like Lodi), development friendliness (and a City's *reputation* for development friendliness) is perhaps the single most controllable factor in the success of an economic development program. Realistically, there are limits to how much the City can influence the types of firms/projects that will consider locating in Lodi (i.e., the City cannot control external factors that drive a firm's site selection process). But once a project or firm does express an interest in Lodi, the City can definitely influence the speed and efficiency of the approval process. Moreover, consistent success in the timely processing of projects can (over time) create a reputation that causes other firms to seriously consider Lodi.



Lodi City Hall (Photo: City of Lodi)

5. EDSP ACTION PLAN

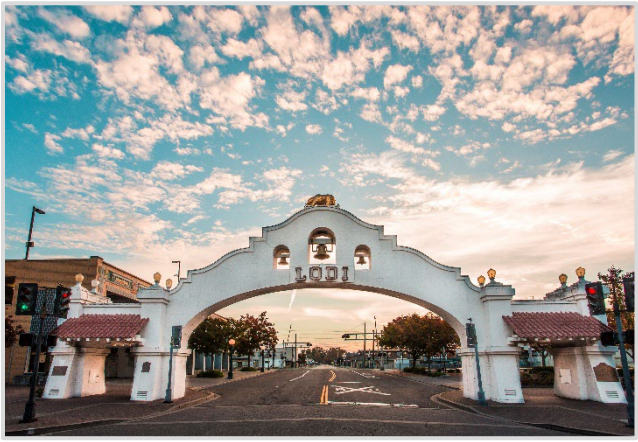
OVERVIEW OF ACTION PLAN

The EDSP Action Plan is designed to achieve the following major goals:

- Expand economic opportunities for Lodi's resident workforce by fostering creation of a diverse range of quality jobs accessible to residents across the spectrum of education/skill levels
- Leverage the economic development potentials of Lodi's historic downtown through placemaking initiatives and targeted business/development attraction
- Create development/redevelopment capacity in Lodi's other commercial and industrial areas (including revitalization of the Cherokee Lane corridor and potential new development in annexation areas)
- Strengthen the City's fiscal position by attracting land uses and business types that have the potential to generate General Fund revenue

Whereas these goals largely revolve around attracting and retaining targeted business investment, the Action Plan recognizes that the strength of the local business/development environment will ultimately depend on Lodi's strategic attention to a range of "foundational" conditions such as:

- The City's reputation for business/development friendliness
- Land, zoning and infrastructure capacity
- Entrepreneurial development resources
- Education/workforce development systems
- Placemaking initiatives that leverage Lodi's unique locational advantages and sense of community
- Overall image and quality of life



Lodi Arch (Photo: City of Lodi)



Lodi Lake (Photo: City of Lodi)

PRIORITIZATION OF CITY RESOURCES

The EDSP is intended to provide a "roadmap" to guide activities and programs of the City's Economic Development Department over approximately the next five years. As such, the Action Plan is intended to assist the City in aligning its program priorities to match the market opportunities identified during this planning effort. Whereas the Action Plan covers an ambitious range of economic development activities, the overall program recommendations reflect the following assumptions:

- Some of the proposed strategies involve activities that the City is already undertaking to some extent, so they are not all new commitments;
- New activities/programs would be phased-in over several years; and
- Consistent with existing practices, most of the strategies would be carried out in collaboration with various non-City partner organizations (several of which have participated in the development of this plan).



Lodi Water Tower (Photo: City of Lodi)

RECOMMENDED BUSINESS RETENTION/EXPANSION/ATTRACTION TARGETS

The EDSP recommends that the City focus its business retention/expansion/attraction and entrepreneurial development efforts around five broad themes or categories of business activity:

1. Agribusiness, Food Processing and Technology
2. Arts, Entertainment, Recreation, and Tourism
3. Biotech/Biomed
4. Energy / Clean Energy
5. Manufacturing / Advanced Manufacturing

The table below lists Lodi's potential target industries. The table also identifies (in highlighted cells) the likely areas of programmatic focus (i.e., retention, expansion, attraction, and/or entrepreneurial development) most relevant to each industry cluster.

Recommended Target Industries

	Focus of economic development activity				
Potential Industry/Cluster Targets	Retention/ Repositioning	Expansion	Attraction	Entrepreneurial development	Placemaking investment
• Agribusiness, Food Processing and Technology	✓	✓	✓	✓	✓
• Arts, Entertainment, Recreation and Tourism		✓	✓		✓
• Biotech/Biomed		✓	✓	✓	
• Energy / Clean Energy			✓	✓	
• Manufacturing / Advanced Manufacturing	✓	✓	✓	✓	

EDSP Strategies

The EDSP Action Plan is organized around eight major initiatives, outlined below and detailed on the following pages/tables.

Business Development / Job Creation	
Strategy Category 1:	Focus City's ***business retention/expansion efforts*** around high-priority industry clusters
Strategy Category 2:	Implement economic development ***target industry attraction*** program focusing on high-priority industry clusters
Strategy Category 3:	Collaborate with regional partners to expand availability of ***entrepreneurial development*** resources in Lodi
Strategy Category 4:	Integrate City ***branding/marketing*** program throughout EDSP strategies
Creating an Environment for Economic Progress	
Strategy Category 5:	Systematically review and strengthen City's ***business/development friendliness***
Strategy Category 6:	Undertake efforts to ensure ***development site readiness***
Strategy Category 7:	Expand ***development capacity*** and pursue ***placemaking*** projects
Strategy Category 8:	Enhance City's interface with ***education/workforce development*** partners

The listing of strategy categories below is organized into two primary divisions: 1) those focused on Business Development/Job Creation, and 2) those focused on Creating an Environment for Economic Progress, or what we might refer to as addressing "foundational" matters. Within each of these two divisions, the order in which strategies are listed reflect in a very general way the strategies' level of relative importance, programmatic emphasis, and/or timing of execution. In part because of the range of matters addressed within this comprehensive strategy framework, the strategies are not literally sequential or prioritized.

Action Steps and Implementation Timeframes

Each EDSP Strategy includes a list of specific Action Steps, which are intended to be implemented over the next 5 years. The recommended implementation timeframe for each action item is provided on the tables below, based on the following color coding:

Blue = Year 1
Green = Year 2
Purple = Year 3 and beyond

BUSINESS DEVELOPMENT / JOB CREATION

STRATEGY CATEGORY 1: Business Retention/Expansion

Brief Description of Strategy

This key function of economic development practice generates multiple benefits for the City and the business community:

- Raises the profile of the City as a supporter of business activity and growth, and
- Establishes a system for mutually beneficial dialogue between businesses and the City, within which problems can be preemptively, sometimes informally identified and addressed, supportive programs for businesses and the workforce can be communicated, and emerging opportunities within the city (revitalization plans, the *Destination Master Plan,* the *Sports Tourism Strategic Plan,* etc.) can be discussed.

City's Positioning/Roles in Implementation

The City will take a lead, in-house role in implementing a Lodi-specific BRE program. The program will also involve some coordination with (and support from) regional partners.

Action Steps

(Blue = Year 1; Green = Year 2; Purple = Year 3 or later)

A. Establish concept and plan by which to communicate to the business community the intention to establish a formal business outreach policy, and disseminate appropriately. As part of this business outreach plan, consider installation of a "business resource" kiosk (displaying informational brochures and QR codes for available business assistance resources) at a highly visible location at City Hall.

B. In coordination with Strategy 2, Targeted Industry Attraction, outline the key City assets, developmental challenges, and strategic directions to address such challenges, associated with each target industry category, as background to subsequent outreach activities.

C. Compile database of existing Lodi and (selected) San Joaquin County firms relevant to each targeted cluster.

D. Define outreach strategy for maintaining ongoing communication with existing firms in retention/expansion clusters; outreach tactics could include a mix of industry meetings/mixers, online surveys, site visits, and direct mail/email.

E. Consider leveraging the Lodi Chamber of Commerce's existing Business Development meetings, ultimately launching a monthly "rotating" meeting program to be hosted by the various partner organizations that provide small business assistance resources. The intent of these meetings would be to promote expanded collaboration by showcasing the resources offered by each partner and identifying pressing issues warranting a concerted response.

STRATEGY CATEGORY 1: Business Retention/Expansion

F. Conduct needs assessment (via outreach strategy in Step D) of firms receptive to business retention/expansion assistance and develop customized responses (packaging of City and non-City resources) to address specific needs of assisted firms.

G. Customize marketing materials (see Strategy Category 4) intended for target industry *attraction*, for potential applicability to (selected) existing firms.

H. Customize entrepreneurial development resources (see Strategy Category 3) to encourage startup potential within targeted industry clusters.

I. Customize workforce development resources (Strategy Category 8) to ensure competitive pipeline of workers to meet staffing needs of potentially expanding firms in targeted industry clusters.

Partnership Resources

- Lodi Chamber of Commerce and Chamber Agribusiness Committee
- Lodi Winegrape Commission
- San Joaquin Partnership
- San Joaquin County Employment and Economic Development Department
- Opportunity Stanislaus
- Lodi Electric Utility

Year 1 Milestones/Checklist

- Background materials prepared, for use with interviewed targeted and other major industries
- Database compiled: Existing Lodi and (selected) San Joaquin County firms relevant to each targeted cluster, that are prospects for outreach.
- Memorandum (staff generated) outlining in-house plan for existing business outreach, including contacts, scheduling, tracking database, etc.

STRATEGY CATEGORY 2: Targeted Industry Attraction

Brief Description of Strategy

Recommended targeted industries for Lodi have the following key characteristics, which are to be reflected in this strategy:

- Recognizing the value of existing well-established economic sectors in the city and region.
- Integrating targets with regional initiatives that support high-tech and technological innovation, such as North Valley Thrive and BEAM Circular.
- Leveraging interrelationships among the targeted industries that mutually promote their growth.
- Providing Lodi with a comprehensive, balanced platform for economic progress, which also serves as a framework for promoting not only the City's economy to outsiders but also other initiatives supporting community enhancement. In this regard, industry targeting is understood to be integrated with other elements of this strategic plan, including marketing, land use, workforce, and business friendliness, so that these strategic elements are mutually reinforcing.
- Recognizing the need to craft incentive packages tailored to the specific needs of targeted industries.

STRATEGY CATEGORY 2: Targeted Industry Attraction

City's Positioning/Roles in Implementation

The City will take a lead, in-house role in implementing a Lodi-specific target industry program. The program will also involve some coordination with (and support from) regional partners.

Action Steps

(Blue = Year 1; Green = Year 2; Purple = Year 3 or later)

A. Compile database of employer prospects within selected geographic areas, applicable to each target-industry category; set up contact system and other operational details.

B. Meet with representatives of regional initiatives (e.g., North Valley Thrive and BEAM Circular) to coordinate business lead generation, prospect contacting, and other marketing details (coordinating with Strategy 2) related to targeted industries.

C. Develop comprehensive "war chest" of financial and non-financial incentives the City can utilize to attract targeted industries/firms; as part of this comprehensive review, consider improvements to existing City incentives, as well as new incentive policies tailored to the needs of targeted industries. The following types of incentives should be considered as part of this process:

- Competitive rates for electric power (City already offers this incentive, but could consider further discounts for targeted industries meeting criteria such as high wages)
- Impact fee deferrals or financing
- Financial incentives to targeted industries, paid on a per-job formula for creation of jobs meeting a specified wage threshold (e.g., similar to the City of Sacramento's agreement with Centene Corporation)
- Streamlining and fast-tracking of development approvals and business permitting (per Strategy Category 5)

D. Implement marketing effort (see Strategy 4) for identified business attraction targets.

Partnership Resources

- North Valley Thrive (NVT)
- BEAM Circular
- Manufacturers Council of the Central Valley
- Advanced Manufacturing Partnership (AMP)
- California Central Valley Economic Development Corporation
- Lodi Electric Utility

Year 1 Milestones/Checklist

- Prospect contact database and contact management system.
- MOU with partners for coordination on business attraction coordination (identification of regional targets relevant to Lodi, etc.).
- Memorandum (staff generated) outlining in-house plan for business attraction.

STRATEGY CATEGORY 3: Entrepreneurial Development

Brief Description of Strategy

Entrepreneurial-support institutions exist in the region, as noted in the Partnership Resources box below, and the emphasis within this strategy category is for the City to find an effective way to work with these partners to increase engagement with existing and prospective entrepreneurs. Within this overall focus, specific initiatives aligning entrepreneurial support with targeted industries could include the following:

- Convene Lodi Tech Forum (public/private consortium focused on networking within regional technology industries), and
- Prepare a feasibility study (competitive assessment) and (if warranted) a business plan for potential incubator(s) focused on biotech and/or biocircular startups.

These initiatives and the partners resources would be part of positioning Lodi as a strong location for startups in target industries (see Strategy Category 2).

Networking is one key to building/enhancing the local entrepreneurial ecosystem. Networking processes for entrepreneurs can be organized locally, informally, or by tying into national organizations such as 1 Million Cups, an initiative of the Ewing Marion Kauffman Foundation begun in 2012. The intent of this group is to "present a supportive and inclusive front door to their local entrepreneurial ecosystems."[5]

The pending Advanced Manufacturing Partnership (AMP) Deal Tracker can expedite entrepreneurs' access to capital.

City's Positioning/Roles in Implementation

The City will mostly serve in a coordination/clearinghouse capacity, drawing on the established programs of regional partners. More directly (through other EDSP strategies), the City will focus on creating working and living environments attractive to prospective entrepreneurs.

Action Steps

(Blue = Year 1; Green = Year 2; Purple = Year 3 or later)

A. Conduct meetings with regional partners listed below to unveil EDSP target industry cluster program and coordinate how best to encourage and support successful entrepreneurial involvement in these targets.

B. Update City ED webpage summarizing City's and partners' entrepreneurial development opportunities/resources.

C. Convene Lodi Tech Forum – a public/private consortium focused on networking within regional technology industries.

D. Consider creating a City of Lodi scholarship fund to provide scholarships ($300-$500 each) to prospective entrepreneurs interested in participating in SJC Incubator training opportunities.

[5] In California, local chapters exist in Sacramento and other large cities but also in small communities such as Chico and the Yuba-Sutter region (according to the organization's website).

STRATEGY CATEGORY 3: Entrepreneurial Development

E. Actively promote the free educational resources available through Lodi-based Open Innovation Centers.

F. Sponsor preparation of a feasibility study (competitive assessment) and business plan for potential incubator(s) focused on biotech and/or biocircular startups. Consider the potential for leveraging the existing SJC Incubator program as one option for creating incubator facilities specific to Lodi. (Stakeholders have noted that in prior years the City of Livermore launched the i-Gate innovation hub to attract early-stage startups as a means to foster collaboration, particularly in the tech and bio-tech spaces, and that this might be a good template for creating a hub in the Downtown area near the train station.)

G. Promote partner programs that provide access to capital for start-ups, including the forthcoming Deal Flow Tracker under development by AMP.

H. Investigate options for key partner organizations to establish field offices in Lodi to support expanded focus on entrepreneurial development and startup assistance.

Partnership Resources

- Governor's Office of Business and Economic Development (GO-Biz)
- SCORE Capital Corridor (21 counties), with office in Stockton
- I-Hub San Joaquin
- Open Innovation Centers
- University of the Pacific, Benerd College, Center for Professional & Continuing Education: Entrepreneurship Certificate
- San Joaquin Small Business Development Center, Stockton, part of the NorCal SBDC network
- Downtown Lodi Business Alliance
- San Joaquin County Employment and Economic Development Department
- Lodi Chamber of Commerce
- Advanced Manufacturing Partnership (AMP)
- Business Council of San Joaquin County

Year 1 Milestones/Checklist

- Set up and conduct meeting with regional partners to launch EDSP industry targets and coordinate entrepreneurial efforts.
- Set up and conduct Lodi Tech Forum, produce memorandum demonstrating how results of the forum can be tied back into marketing and other economic development efforts.
- Updated ED webpage for entrepreneurial resources.

STRATEGY CATEGORY 4: Marketing/Branding

Brief Description of Strategy

This strategy focuses on integrating "branded" programs or other promotional-oriented initiatives (and related materials) specific to the City within other strategy categories of this EDSP, including but not necessarily limited to: business outreach; area revitalization efforts; sports tourism and other tourism plans, facilities, activities, etc.; development friendliness; and quality of life initiatives. Marketing initiatives are understood to also address attractiveness of the community for workers, in targeted and other industries.

Marketing for Lodi can also respond to regional and other competitive issues that apply generally to the community, including those that are identified in the *Destination Master Plan* and the *Sports Tourism Strategic Plan*. Initiatives outlined in these documents in turn support overall marketing efforts by expanding awareness within the community of challenges and opportunities, and the desirability of organizing to address these conditions.

The marketing program will include the following characteristics:

- A marketing framework integrated into other distinct marketing programs of local and regional partners, and leveraging the resources associated with these other programs to the extent practical.
- A marketing framework that reflects, within a comprehensive messaging platform, the multiple aspects of Lodi's assets: for visitors, residents and resident workers, and employers, and how these market segments all benefit (even if in slightly different ways) from these assets.
- Business communities' exposure to targeted industry clusters, generally and within a region defined for this purpose.
- Raising public awareness of City's business/entrepreneurial assistance resources.
- Raising public awareness of City's overall "business plan" approach to economic development.
- Promoting wider awareness of the City's "business friendly" status.
- Promoting placemaking initiatives and the general and specific benefits associated with each targeted area.
- Lead generation for business attraction.

City's Positioning/Roles in Implementation

The City will initially take a coordinating role in establishing the economic development-specific marketing program. In subsequent stages, the City will take a lead role in ensuring that City-specific branding etc. are reflected throughout the EDSP elements and within related regional messaging. Initial program design (and some elements of implementation) may be supported by a professional marketing agency, which may already be associated with marketing partners. Lodi will also leverage its City-level marketing investments through ongoing participation in regional marketing initiatives.

Action Steps (Blue = Year 1; Green = Year 2; Purple = Year 3 or later)

A. Convene a group consisting of local organizations that have an interest in or existing commitment to marketing the community, including such groups as the Lodi Chamber of Commerce and the potential partnering organizations listed below, to undertake the following (with some actions potentially in coordination with a professional marketing firm, Step B):

STRATEGY CATEGORY 4: Marketing/Branding

- Coordinate with respective partners to ensure that Lodi's messages are positioned appropriately within existing regional marketing initiatives (including partner websites, etc.), and any anticipated future initiatives.
- Reach agreement on marketing content and on ways in which partners can support both the creation and/or dissemination of marketing materials in accordance with the designed framework objectives.
- Participate in a formal launch of the marketing campaign, networking through their respective partners/membership to maximize exposure and increase awareness of how interested parties can be engaged in promoting economic development and other aspects of the community, as represented in the marketing campaign.

B. Investigate options for professional marketing services to support design/implementation of new marketing program. This program could include the following components:

- Industry-specific marketing materials (target industry webpage, brochures, digital/print media), in addition to general, community-wide material.
- Advertising in selected/targeted media (general and industry-specific).

C. In tandem with Strategy 7 below (Placemaking), incorporate targeted development areas, and their programs, assets, etc., into marketing framework and materials, targeting the development community. To the extent practical within these materials, include descriptions of the City's "business plan" for supporting project development (what the City has to offer by way of procedures, incentives, etc.)

D. Update City ED webpages to reflect marketing program messaging and target industries identified in the EDSP; also update other City webpages as needed to coordinate marketing.

E. Design a comprehensive marketing framework that reflects how the multiple aspects of Lodi's assets make the community attractive for visitors, residents, workers, and employers, and how messages for different target groups can be coordinated to ensure that they all include a business attraction component. Make distinctions as necessary in materials, contact lists, etc. among target markets of commercial, industrial, and housing development firms, and existing versus prospective businesses.

F. Implement targeted advertising campaign.

G. Establish and implement annual calendar for attendance at selected partner- and industry-specific organizational events identified as important to Lodi's strategic future.

H. Host commercial/industrial broker luncheon/site tour to help establish Lodi as a viably competitive location for targeted office/industrial tenant types (to be continued annually).

I. In conjunction with partners (potentially through an ad hoc taskforce), identify and organize new special events to support placemaking efforts.

STRATEGY CATEGORY 4: Marketing/Branding	
Partnership Resources	
• Lodi Chamber of Commerce and Chamber Agribusiness Committee • Visit Lodi • Lodi Winegrape Commission	• San Joaquin Partnership • San Joaquin County Employment and Economic Development Department • Lodi Electric Utility • Lodi Winery Business Improvement District
Year 1 Milestones/Checklist	
• Convene local organizations to begin the process of aligning marketing messages, etc., and establishing framework, target markets, sharing of resources, etc. for marketing program. • Reach decision on whether City needs to independently hire professional marketing firm, and if so, prepare solicitation materials and initiate selection and contracting process. • If marketing program is prepared in-house, prepare preliminary outline of content for all market segments, in agreement with convened partners.	



Downtown Farmer' Market (Photo: City of Lodi)

CREATING AN ENVIRONMENT FOR ECONOMIC PROGRESS

STRATEGY CATEGORY 5: Development Friendliness

Brief Description of Program

The City will comprehensively review and strengthen key systems/policies relating to interactions with the development community. This initiative will build on the City's laudable recent (and ongoing) efforts to streamline the development approval timeframes. Important components of this initiative will include the following (some of which are already the City's standard practice):

Internal Procedures

- Expanded use of formal and informal pre-application discussions for anticipated development proposals. The City currently makes the following distinctions between the formal and informal pre-development discussions and reviews offered:
    - ***Concept Check (Free, Informal).*** A quick, early-stage discussion for applicants exploring an idea or testing feasibility before investing in design work. No plans are required. Staff provides high-level guidance on zoning, allowable uses, development standards, and potential next steps.
    - ***Comprehensive Pre-Development Application (Fee, Formal Review).*** A structured, multi-department review based on conceptual drawings, site plans, and other supporting materials. The routes the application to all relevant departments for a coordinated 30-day evaluation. After comments are compiled, staff holds an in-person roundtable meeting with representatives from each department to provide detailed, project-specific feedback. This process gives applicants a clear understanding of required improvements, and expectations prior to submitting a full development application.
- Routine use of inter-departmental City roundtable meetings to outline customized "game plans" for streamlining approval of each project.
- Formal protocols for clear, upfront communication (during the pre-application phase of each development project) of the City's submittal requirements.
- For each submitted project, assignment of a dedicated Project Liaison (Community Development staff) to: a) serve as a single point of contact with the applicant, and b) coordinate the review/submittal requirements of other affected City departments.
- Commitment to pre-defined timeframes for each stage of the review/approval process.
- Work to reduce surprises in the development review process after initial reviews are conducted.

External Communications

- Improved online promotion of City's development services, including updated guidance on City's website regarding review/approval processes, submittal requirements, and expected timeframes.
- Branding of the City's development friendliness program with a name that conveys a strong "open for business" message.

Business Support Resources

- Expanded technical assistance (via workshops, webinars, etc.) to small businesses and development firms navigating the approval process.

STRATEGY CATEGORY 5: Development Friendliness

- Implementation of a new "Development Concierge" program (housed within the City's Economic Development Department and staffed by a Business/Development Ombudsman), serving in an advocacy and technical support role on behalf of firms with pending approvals.

City's Positioning/Roles in Implementation

The City will take a lead role in implementing the business/development friendliness initiative, potentially with support from local and regional partner organizations focused on business services.

Action Steps

(Blue = Year 1; Green = Year 2; Purple = Year 3 or later)

A. Convene Internal Working Group (led by City Manager's Office) of affected department heads to review EDSP recommendations and determine the initial and longer-term scope of the "development friendliness" program. Meet monthly (for first 4-6 months) to identify operational and/or organizational changes needed to pursue the following recommendations:

   - Expanded/routine use of pre-application meetings.
   - Eliminating the existing fee for formal pre-application reviews.
   - Expanded/routine use of inter-departmental roundtable meetings upon formal submission of project applications (potentially in lieu of existing fee-based pre-application reviews).
   - Assignment of a dedicated staff member ("Project Liaison") as the single point of contact for each submitted application.
   - Technical support for small businesses/developers.

B. Outline specific parameters for a "Development Concierge" program (and associated "Business/Development Ombudsman" position) to be approved by City Council. It is anticipated that the City's Economic Development Director would initially fulfill the Ombudsman function; this role could ultimately be assigned to a new Economic Development staff position responsible for coordinating with the Community Development Department (and other City departments with review authority) on behalf of businesses and developers seeking permits and/or project approvals.

C. In conjunction with the overall EDSP marketing program (Major Initiative 1), implement improved communications with the business/development community. This effort would include the following considerations:

   - Branding/name of program.
   - Website improvements (enhanced online descriptions of process and expected timeframes, etc.).
   - On-line survey of development community to establish baseline of development-community concerns and priorities.

D. Within the first 6 months of EDSP implementation, prepare a staff report and recommended action items, based on steps A through C above.

STRATEGY CATEGORY 5: Development Friendliness

E. Begin implementation of the operational/organizational changes defined by the Internal Working Group (and approved by City Council).

F. Reconvene Internal Working Group to review Year 1 progress and identify specific objectives for Year 2.

G. Define scope and begin deployment of business support resources related to the development friendliness initiative. These resources would be aimed at providing technical support to small businesses and development firms navigating City approval processes. A priority focus would be supporting small firms who do not have the resources/expertise to submit professional-quality project building plans (City staff reports that this issue can delay approval of submitted plans and result in additional rounds of review). Possible options would include:

- In-person workshops (or online webinars) providing guidance City's submittal requirements and ways to avoid common bottlenecks.
- Regular (weekly) office hours during which applicants can check the status of projects and get needed technical guidance to keep their review process on track (these office hours could be branded under a name such as "TI Tuesdays").
- Pro bono services to address design requirements for firms with limited resources; these services could potentially be provided through a partner organization such as the San Joaquin Small Business Development Center (SBDC).

H. Launch annual broker/developer appreciation event (include a "customer satisfaction survey" to obtain ongoing feedback on ways City can improve business/development friendliness).

Partnership Resources

- Lodi Chamber of Commerce
- Building Industry Association
- Small Business Development Center (SBDC)
- Business Council of San Joaquin County

Year 1 Milestones/Checklist

- Staff report/recommendations from Internal Working Group (by end of Month 6)
- Integration of branding/messaging with EDSP marketing program
- Website improvements
- Implementation and promotion of "Development Concierge" program

STRATEGY CATEGORY 6: Development Site Readiness

Brief Description of Strategy

Focus of this strategy is on establishing specific administrative, technical, and financial resources for supporting property development, primarily in targeted areas, and for specific uses. The strategy relates closely with Strategy 7, Placemaking, which focuses on how multiple aspects of the Strategic Plan mutually support enhancing the image of the community, involving targeted areas both known and potentially emerging.

City's Positioning/Roles in Implementation

STRATEGY CATEGORY 6: Development Site Readiness

The City's Community Development Department will have a lead role in coordinating relevant research etc., including proposing any new City zoning policies and infrastructure investments in response to emerging market opportunities.

Action Steps
(Blue = Year 1; Green = Year 2; Purple = Year 3 or later)

A. Update as necessary the inventory of sites suitable for industrial development and document their readiness for development (to help inform planning processes and for marketing purposes). Industrial site inventory and analysis should be consistent with standards of the California Jobs First – Business Ready Sites Program, and coordinated with California GO-Biz.

B. Set up process by which Lodi's zoning categories, capacity throughout the community, and policies (through General Plan Update) can best be aligned with market demand and other aspects of development feasibility; begin implementation of this process.

C. Set up process by which Specific Plans for targeted development areas (see Strategy 7, Placemaking), at whatever level of implementation, as well as other targeted opportunity sites, are integrated with economic development processes, including evolving marketing messaging, outreach to relevant businesses, etc. Specific plans are understood to apply to the following areas:

   - Downtown (including prioritized redevelopment parcels identified in the Downtown Specific Plan
   - Eastside Industrial Annexation
   - Cherokee Lane
   - Westside Annexation
   - South Annexation
   - City-owned land along Interstate 5

   Opportunity sites are understood to include, in addition to other designated locations, sites related to the *Sports Tourism Strategic Plan* and placemaking aspects of the *Destination Master Plan*.

D. Prepare memorandum for coordination with other City departments and utility providers (including telecom) on infrastructure planning and construction, to maximize the potential for infrastructure work to support targeted placemaking/opportunity sites and other locations critical for accommodating targeted industries; implement this coordination.

E. As part of the City's implementation of the updated Downtown Specific Plan, identify and promote opportunities for development of small-space retail commercial buildings suitable for independent businesses.

F. Inventory and compile information related to infrastructure financing tools and funding sources; document any gaps in financing tools/funding.

Partnership Resources

- San Joaquin County COG
- Building Industry Association (BIA) of the Greater Valley

STRATEGY CATEGORY 6: Development Site Readiness	
• Lodi Winegrape Commission • San Joaquin County Planning Department	• Lodi Electric Utility • San Joaquin Local Agency Formation Commission (LAFCO)

Year 1 Milestones/Checklist

- Zoning analysis
- Memorandum on processes for integrating specific plans with ED functions.

STRATEGY CATEGORY 7: Placemaking/Strategic Land Use

Brief Description of Strategy

Focus within this strategy is about awareness of the concept, through embracing a comprehensive view of how multiple aspects of the Strategic Plan mutually support enhancing the image of the community, and which involve targeted areas (particularly Downtown and Cherokee Lane, plus areas involved in the *Sports Tourism Strategic Plan* and placemaking aspects of the *Destination Master Plan*) as well as the City as a whole.

Prime sites as referenced in the Sports Tourism plan include the Grape Bowl and nearby Zupo Field. The relationships (physical, economic, etc.) among Downtown, Cherokee Lane, and the two sports venues (plus any destination-related sites) need to be considered as an integral part of the overall placemaking strategic considerations.

Potential implementation of the proposed Lodi-Sacramento commuter rail service can also help expand visitation to Lodi destinations, including Downtown, and other venues.

This strategy is understood to be closely aligned with Strategy 6, Development Site Readiness, which deals primarily with establishing the administrative, technical, and financial resources for supporting property development.

City's Positioning/Roles in Implementation

The City will take a lead, in-house role in implementing this strategy. The program will also involve direct coordination with property owners and the development community.

Action Steps

(Blue = Year 1; Green = Year 2; Purple = Year 3 or later)

A. Establish operational plan for coordination of Economic Development functions with implementation steps of the Downtown Specific Plan, also noting the six Downtown sites prioritized as locations with recommended redevelopment project concepts (generated by Land Econ Group)[6]

[6] The 6 parcels, listed in order of their priority, are: 1) 1.7 acres industrial parcel located at E. Lockeford between Main and Stockton; 2) Wine Country hotel development [or suitable alternative commercial uses] on two parcels spanning Sacramento Street on the south side of Walnut Street; 3) 0.73 Acres Industrial parcel located at Stockton and Locust; 4) 0.58-acre Industrial parcel located at Stockton and Pine Streets; 5) 1.17-acre railroad parcel located at Walnut and Main Streets; and 6) 1-acre office parcel located at Church and Locust Streets.

STRATEGY CATEGORY 7: Placemaking/Strategic Land Use

B. Begin preparations for creation of a revitalization plan for the Cherokee Lane Corridor: generate RFP and publicize/disseminate, select contractor. Considerations within this plan will include recognition of the area's relationship to Downtown.

C. Prioritize as necessary and begin preparations for creation of at least one specific plan for one (or more) of the 3 Lodi annexation areas (Westside, South, Eastside Industrial); generate RFP and publicize/disseminate, select contractor.

D. Consider allocating TOT revenues to organizations such as Visit Lodi and others actively involved in visitor promotion.

E. Evaluate opportunities to form a Downtown Improvement District.

F. Coordinate with SJJPA on implementation of plans for Lodi-Sacramento commuter rail service.

G. Adapt marketing materials (Strategy Category 4) for use in attracting developers, businesses, and residents (as applicable) to placemaking focus areas/specific plan areas, and other opportunity sites, including sites related to the *Sports Tourism Strategic Plan* and placemaking aspects of the *Destination Master Plan*. Within the promotional framework, position higher-density housing and mixed-use projects as development catalysts in focus areas (especially Downtown).

H. Adapt marketing materials (Strategy Category 4) for use in attracting businesses in the fields of hospitality, entertainment, restaurants, and specialty retail, generally to locations related to placemaking efforts.

I. Coordinate with Public Works Department and Lodi Electric Utility to establish "Economic Development Readiness" list of high-priority capital improvement projects (see Chapter 6, below).

J. Review capital improvements plans and supplement/coordinate planned improvements to create or enhance amenities in placemaking locations.

K. Consider initiating a master planning process for the Grape Bowl district.

Partnership Resources

- Lodi Chamber of Commerce
- Visit Lodi
- Building Industry Association (BIA) of the Greater Valley
- Lodi Winegrape Commission
- San Joaquin County COG
- San Joaquin Joint Powers Authority (SJJPA)
- Lodi Electric Utility

Year 1 Milestones/Checklist

- Operational plan that aligns Economic Development functions with relevant implementation steps of the Downtown Specific Plan.
- Specific Plan for Cherokee Lane Corridor begun.
- Operational plan for initiating Specific Plans for annexation areas, with priorities, scheduling, etc.

STRATEGY CATEGORY 8: Talent (Workforce) Development

Brief Description of Strategy

Actions within this strategy apply to three categories of Lodi workers:

1. The existing resident workforce, with local jobs;
2. Workers, existing and potential, tied (remotely) to Bay Area jobs (presumably mostly tech jobs but potentially others as well); and
3. Prospective workers in Lodi target industries.

For all three, prioritizing quality of life enhancements (e.g., entertainment/gathering areas) will make Lodi more attractive to young professionals, along with the workforce in general. In this way, such actions support Business Retention, Expansion (Strategy 1), and Recruitment.

For employers, customizable workforce training programs can be promoted as a business attraction incentive, as a component of the full range of workforce development resources.

Implementation of plans for Lodi-Sacramento commuter rail service can support all types of Lodi workers by expanding opportunities for practical (two-way) commuting options.

City's Positioning/Roles in Implementation

Whereas core educational/workforce development services will continue to be delivered primarily by partner organizations, the intent of this strategy is to more strongly support these partners in a coordination/clearinghouse capacity. This coordination role would involve streamlining and clarifying regional/partner resources to maximize their value to Lodi's business community.

Action Steps

(Blue = Year 1; Green = Year 2; Purple = Year 3 or later)

A. Meet with SJC WorkNet[7] representatives to generate an operational approach for how the City can best raise awareness of WorkNet resources for employers and workforce participants, generally, and specifically for the EDSP activities within Business Retention, Expansion (Strategy 1), and Recruitment.

B. Coordinate with Career Technical Education (CTE) programs and courses available within the San Joaquin County Office of Education (including resources such as FabLab) and Lodi Unified School District to increase awareness of such programs within the business community, and their role in workforce development.

C. In coordination with marketing/branding strategies (Strategy 4), adapt materials for use in connecting with workers tied (remotely) to Bay Area tech and other jobs, as part of retention efforts (Strategy 1). This outreach also applies to raising awareness of WorkNet resources for workers and employers as per Action Step A above.

D. Establish City of Lodi Workforce Development Roundtable to facilitate: 1) promotion of the workforce development resources available through partner organizations, 2) expanded communication among partner organizations to enhance opportunities for collaboration, and 3) improved interface between workforce training organizations and private employers. It is

[7] WorkNet is a division of the San Joaquin County Employment and Economic Development Department.

STRATEGY CATEGORY 8: Talent (Workforce) Development

recommended that the City host and facilitate one to two meetings per year with the informal Roundtable. Public and private organizations/firms that participated in the Workforce Development Focus Group Meeting for the EDSP process could form the initial core of the Roundtable.

Through the Roundtable discussions, the City should establish an operational approach for: 1) How the City can best coordinate with these institutions on the training needs of targeted industries; and 2) How the City can best communicate the institutions' educational/training resources to employers and the existing and prospective workforce. In this regard, the City should make optimal use of regional resources such as the existing Go San Joaquin website (https://gosj.org/).

E. In coordination with Placemaking strategies (Strategy 7), reinforce awareness on the part of City decision-makers and other key stakeholders, within planning and other project-related materials, of the connection between quality-of-life enhancements and attractiveness of Lodi to workers in desired/targeted industries.

Partnership Resources

- SJC WorkNet
- Lodi Unified School District
- San Joaquin County Office of Education
- San Joaquin Delta College
- California State University Stanislaus, Stockton Campus
- University of the Pacific
- Lodi Chamber of Commerce
- Opportunity Stanislaus
- Business Council San Joaquin
- Open Innovation Centers
- Manufacturers Council of the Central Valley
- San Joaquin Building Trades Council
- Builders' Exchange of San Joaquin
- San Joaquin Partnership

Year 1 Milestones/Checklist

- Memorandum on how City can best work with SJC WorkNet and its resources for the benefit of existing businesses and workforce, and to support recruitment efforts in targeted industries.
- Adapted marketing materials to help retain and attract Bay Area remote workers.

6. REVIEW OF INFRASTRUCTURE READINESS

Infrastructure is a key determinant for companies evaluating industrial and commercial sites. Reliable utilities, scalable systems, and modern connectivity are essential for uninterrupted operations and future growth. Lodi's ability to attract targeted industries depends on aligning infrastructure investments with economic development priorities.

Methodology

The consultant's review followed a structured, multi-source approach to ensure applicability and relevance. First, the consultant reviewed foundational documents, including the 2021 Broadband Feasibility Study and the 2022 Municipal Service Review, to establish baseline infrastructure conditions and planned improvements. Next, the consultant incorporated strategic direction from the Preliminary Framework for the Lodi Economic Development Strategic Plan (Sept 2025), which identified target industries and their infrastructure requirements. To capture recent developments, the consultant analyzed presentations from the Public Works Master Plans Workshop (June 2025) and the City Council Growth Planning Workshop (June 2025), which provided updates on utility master plans, annexation priorities, and funding constraints. The consultant team synthesized these sources into a comprehensive readiness assessment, combining narrative analysis with visual tools such as priority matrices and scorecards to align infrastructure investments with economic development objectives.

Narrative Analysis of Current Status & Future Needs

Lodi's infrastructure framework must support five targeted industry clusters: Agribusiness, Arts & Tourism, Biotech/Biomed, Energy/Clean Energy, and Advanced Manufacturing. Each cluster has unique requirements:

- **Agribusiness & Food Processing**: Requires robust water supply and wastewater systems for processing, plus broadband for ag-tech applications.
- **Arts & Tourism**: Needs broadband for marketing and visitor engagement, reliable electric service for hospitality venues, and stormwater systems for placemaking.
- **Biotech/Biomed**: Demands high-speed broadband for research, redundant electric power, and specialized water/wastewater systems.
- **Energy/Clean Energy**: Relies on electric grid modernization and broadband for smart grid and IoT integration.
- **Advanced Manufacturing**: Requires high-capacity electric service, broadband for automation and Industry 4.0, and water/wastewater for production processes.

Recent Updates & Risks

Recent workshops and master plan reviews highlight critical updates:

- **South Wastewater Trunk Line (SWTL)**: Essential for South and East growth areas; 2018 amendment reduced cost and simplified easements.
- **East Industrial Area**: Requires new water study (likely well and/or tank) and stormwater basin planning.
- **Stormwater**: Design standards updated in 2024; future basins must be larger. WID discharge agreement expires in 2033, creating compliance risk.
- **Electric Utility**: Planned upgrades from the California Strategic Reliability Reserve and local thermal generating plants, current and forecasted electric load can be provided. The planned Northern San Joaquin 230kV project will increase availability and reliability in 2030 and beyond.
- **Broadband:** Race Communications has planned expansion to increase fiberoptic availability, increasing both availability and competitiveness for broadband services.
- **Funding Constraints**: City lacks upfront capital; infrastructure will rely on CFDs, impact fees, and development agreements.

These factors introduce both opportunities and challenges for aligning infrastructure with economic development goals.

Industry vs. Infrastructure Priorities

Target Industry	Water	Wastewater	Electric	Broadband	Stormwater
Agribusiness, Food Processing and Technology	✅	✅	⚠	✅	—
Arts, Entertainment, Recreation and Tourism	—	—	✅	✅	✅
Biotech/Biomed	⚠	✅	✅	✅	—
Energy/Clean Energy	—	—	✅	✅	—
Manufacturing/Advanced Manufacturing	✅	✅	✅	✅	—

✅ = High Priority | ⚠ = Moderate Priority | — = Low/No Priority

Readiness Scorecard			
Infrastructure	**Current Capacity**	**Future Demand**	**Readiness**
Fire/EMS	4 stations	+2 stations	⚠ Needs expansion
Water	10 MGD	20 MGD + East Industrial study	✅ Planned upgrade
Wastewater	8.5 MGD	8.5 MGD + SWTL	⚠ Near capacity
Stormwater	Adequate	Larger basins + WID compliance	⚠ Master plan update
Electric	146 MW[8]	+11% demand + East Side gap	✅ Planned upgrade
Broadband	20-mile backbone	Citywide fiber	✅ Planned upgrade



Lodi Fire Station 2 (Photo: City of Lodi)

[8] As of June 2025, PG&E has determined that the maximum load serving capability for the City of Lodi under normal conditions, based on a number of assumptions, is about 146 MW. Available capacity within the Lodi Electric Utility sub-transmission and distribution system varies by location and is available on a first come, first served basis. Available capacity may be subject to infrastructure upgrades to provide electrical service.

Strategic Priorities/Recommendations

To position Lodi as a competitive, innovation-ready location, the following actions are recommended:

Accelerate Fire Station Construction: New growth areas in the South and East will increase emergency response demands. Meeting NFPA standards ensures safety and supports residential and industrial development.

Complete SWTF Expansion and Metering Upgrades: Water reliability is critical for agribusiness and manufacturing. Expanded capacity and metering improve efficiency and compliance with state conservation mandates.

Implement Wastewater Improvements, Including SWTL: The South Wastewater Trunk Line unlocks development potential in major annexation areas. Without it, industrial and residential projects cannot proceed.

Upgrade Stormwater Basins and Secure WID Discharge Compliance: Larger basins and water quality measures are essential to prevent flooding and meet environmental standards. Not addressing WID requirements could delay projects and increase costs.

Address Electric Utility Gaps for East Side Industrial Development: Advanced manufacturing and clean energy sectors require high-capacity, reliable power. Grid upgrades will position Lodi as a competitive location for tech-driven industries.

Expand Broadband Through Fiber Backbone Upgrades and Partnerships: Broadband is a universal enabler for all target industries, supporting automation, research, and digital marketing. Fiber-ready sites are a key differentiator for site selectors.

7. PARTNERSHIPS TO SUPPORT EDSP IMPLEMENTATION

The table below lists the various non-City entities that will potentially support implementation of the EDSP.

Organizations / Strategy Categories	Business Retention/Expansion	Targeted Industry Attraction	Entrepreneurial Development	Marketing/Branding	Development Friendliness	Development Site Readiness	Placemaking/Strategic Land Use	Talent (Workforce) Development
	1	2	3	4	5	6	7	8
Advanced Manufacturing Partnership (AMP)		X	X					
BEAM Circular		X						
Builders' Exchange of San Joaquin								X
Building Industry Association (BIA) of the Greater Valley					X	X	X	
Business Council San Joaquin			X		X			X
California Central Valley Economic Development Corporation		X						
California State University Stanislaus, Stockton Campus								X
Downtown Lodi Business Alliance			X				X	
Governor's Office of Business and Economic Development (GO-Biz)			X					
I-Hub San Joaquin			X					
Lodi Chamber of Commerce			X		X		X	X
Lodi Chamber of Commerce and Chamber Agribusiness Committee	X			X				
Lodi Electric Utility	X	X		X	X	X	X	
Lodi Unified School District								X
Lodi Winegrape Commission	X			X	X	X	X	
Lodi Winery Business Improvement District (BID)					X			

Organizations / Strategy Categories	Business Retention/Expansion	Targeted Industry Attraction	Entrepreneurial Development	Marketing/Branding	Development Friendliness	Development Site Readiness	Placemaking/Strategic Land Use	Talent (Workforce) Development
	1	2	3	4	5	6	7	8
Manufacturers Council of the Central Valley		X						X
Business Council of San Joaquin County	X							X
North Valley Thrive (NVT)		X						
Open Innovation Centers			X					X
Opportunity Stanislaus	X							X
San Joaquin Building Trades Council								X
San Joaquin County COG						X	X	
San Joaquin County Employment and Economic Development Department	X	X	X	X				X
San Joaquin County Office of Education								X
San Joaquin County						X		
San Joaquin Delta College								X
San Joaquin Joint Powers Authority							X	X
San Joaquin Local Agency Formation Commission (LAFCO)						X		
San Joaquin Partnership	X	X		X				X
SCORE Capital Corridor (21 Counties), with office in Stockton			X					
Small Business Development Center (SBDC)			X		X			
University of the Pacific, Benerd College, Center for Professional & Continuing Education: Entrepreneurship Certificate			X					X
Visit Lodi				X			X	

8. PERFORMANCE METRICS

EVALUATION FRAMEWORK

The Evaluation Framework provides a structured approach for assessing the effectiveness of programs and initiatives in the Economic Development Strategic Plan (EDSP). This framework emphasizes the use of targeted Key Performance Indicators (KPIs) to measure direct outcomes, enabling the City of Lodi to track progress, refine strategies, and demonstrate impact across priority industry clusters. Using the framework helps ensure accountability, transparency, and continuous improvement. In addition to the specific measures identified, broader economic trends can be addressed through sources such as San Joaquin County Employment and Economic Development Department, or Census data.

It should be recognized that successful implementation of the EDSP will depend on a range of factors, many of which are beyond the City's direct control. These external influences include the effectiveness of regional initiatives (e.g., BEAM Circular, etc.) that the EDSP seeks to leverage; the level of resources that expected partner organizations are able to devote to Lodi-focused programming; future economic shifts affecting targeted industries globally; and the overall strength of the California and U.S. economies. As such, the EDSP Evaluation Framework is not intended to serve as a performance evaluation for the City's economic development staff, but instead provides a process to track the effectiveness of the EDSP as a whole.

Performance Measurement Guidelines

- **Categorize by Industry/Cluster**: All performance data should be organized by relevant industry or cluster, where applicable, to support targeted analysis and strategy refinement.
- **Track Program Impact**: Lodi Economic Development will monitor the outcomes of its internal programs, and those of partner organizations when those efforts align with EDSP initiatives.
- **Focus on Direct Outcomes**: KPIs will measure the specific impacts of EDSP-related programs and services, rather than the overall performance of the Lodi economy and community.

KPI's by category

Business Attraction

- Number of business attraction leads responded to
- Number of development sites certified through California Jobs First – Business Ready Sites Program, or comparable programs
- Number of new firms attracted through state/regional or other partner programs

Business Retention & Expansion (BRE)

- Number of businesses receiving BRE services from Lodi Economic Development (or partner referrals)
- Number of jobs retained through business retention services
- Number of jobs created through business expansion services

Business Startup Services

- Number of inquiries for entrepreneurial development support
- Number of individuals or businesses receiving entrepreneurial development services/referrals (Lodi ED and partners)
- Number of new business startups attributable to Lodi ED (or referred partner programs)
- Participation in business training and/or business incubation programs
- Dollar value of startup funding secured by firms assisted by Lodi ED (or referred partners)

Workforce Development

- Numbers of participants in job training/certification programs tied to Lodi targeted industry clusters
- Numbers of job placements in Lodi targeted industry clusters

Resident Income Levels

- Average household income (Lodi compared to California)
- Median household income (Lodi compared to California)

Development Processing

- Average time for processing building permits (by major category type) – the specific KPI's for development processing will be determined by City staff as part of the initial implementation of Strategy Category 5

Marketing Exposure

- Web traffic/analytics
- Number of tourism-promoting special events (and estimated number of participants) sponsored by the City of Lodi and visitor-promotion partners
- Number of industry/trade shows attended by Lodi ED (and relevant partners) staff



Lodi Gateway (Photo: City of Lodi)

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL ADOPTING THE LODI ECONOMIC DEVELOPMENT STRATEGIC PLAN

==========

WHEREAS, in 2023 the Lodi City Council adopted Economic Development as one of its strategic initiatives and the preparation of a long-term economic development strategy was identified as a key milestone; and

WHEREAS, the City Council approved the authorization of an Economic Development Director position which was filled in 2024; and

WHEREAS, in 2024, the City Council established the Economic Development Ad Hoc Committee and tasked the Committee to provide advice on the scope and implementation of the Economic Development Strategic Plan; and

WHEREAS, the Natelson Dale Group Inc. was selected through a formal Request for Proposals (RFP) process to develop the Economic Development Strategic Plan; and

WHEREAS, through a community-driven process that involved the Economic Development Ad Hoc Committee, community stakeholders, focus groups, and the community at large, the Natelson Dale Group, Inc. developed the Lodi Economic Development Strategic Plan (EDSP), a five-year road map to guide the economic development policies and programs for the City; and

WHEREAS, the EDSP includes an Action Plan that outlines the necessary steps for implementation; and

WHEREAS, the Action Plan is designed to achieve the following major goals:

- Expand economic opportunities for Lodi's resident workforce
- Leverage the economic development potentials of Lodi's historic downtown
- Create development/redevelopment capacity in Lodi's other commercial and industrial areas (including revitalization of the Cherokee Lane corridor and potential new development in annexation areas)
- Strengthen the City's fiscal position; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby adopt the Lodi Economic Development Strategic Plan; and

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Consider Adopting a Resolution Extending the Term of Economic Development Ad-Hoc Committee for an Additional Year (ED)

MEETING DATE:
February 18, 2026

PREPARED BY:
Luis Aguilar, Economic Development Director

RECOMMENDED ACTION:
Consider Adopting a Resolution Extending the Term of Economic Development Ad-Hoc Committee for an Additional Year.

BACKGROUND INFORMATION:
The City Council established the Economic Development Ad Hoc Committee on February 7, 2024, by Resolution No. 2024-20, with the responsibility of providing advice and recommendations to the City Council on the following objectives:

a) Scope and Implementation of the Economic Development Strategic Plan
b) Economic Development Components of the Downtown Specific Plan
c) Necessity of and makeup of potential future for permanent Economic Development related committee

The Committee's original term was set to end on the earlier of February 7, 2026, or upon City Council's determination that the Committee fulfilled its objectives. Since the February 7, 2026 date has passed and the objectives are still in progress, the Committee Members have requested that Council extend their term by an additional year.

This extension will allow time for the implementation of the Economic Development Strategic Plan and the adoption of the Downtown Specific Plan. It will also give the Committee an opportunity to make a recommendation on the necessity of a future Economic Development Committee. The additional one-year term will take effect once City Council approves the resolution and will continue until February 18, 2027.

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.

RESOLUTION NO. 2024-20

A RESOLUTION OF THE LODI CITY COUNCIL ESTABLISHING AN ECONOMIC DEVELOPMENT AD HOC COMMITTEE, SETTING COMMITTEE OBJECTIVES, ESTABLISHING GUIDELINES FOR APPOINTMENT AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR VACANCIES ON THE COMMITTEE

==========

WHEREAS, on May 17, 2023, the Lodi City Council adopted its Strategic Vision including eight imperatives, of which five are Economic Development focused, including: Downtown, Economic Development, Housing, Infrastructure and Public Well-Being; and

WHEREAS, on November 1, 2023, City Council approved the authorization of an Economic Development Director position which was filled on February 5, 2024; and

WHEREAS, on November 15, 2023, staff presented various economic development committee options, and the City Council directed staff to pursue the formation of an Ad Hoc committee to review and advise the Council on key short-term economic development objectives; and

WHEREAS, the City Council desires to continue advancing their Economic Development objectives and establish that Lodi is open for business.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby establish the Economic Development Ad Hoc Committee (the "Committee") and specify the following as it relates to the Committee.

1. Membership. The Committee membership shall consist of nine members, which shall include five District representative members, two At-Large members, and two City Councilmembers that shall serve in an ex officio capacity. At-Large appointment recommendations shall be made by the Mayor and District representative appointment recommendations shall be made by the respective Councilmember for the relevant District. All appointments shall be approved by majority vote of the City Council. No more than two current City Councilmembers shall be appointed to the Committee at any one time.
    a. District Representation. Each Councilmember shall appoint one member of the public, regardless of residency, as representative for their respective District at each Councilmember's discretion. District representatives shall be voting members of the Committee.
    b. At Large Representatives. At Large member vacancies on the Committee shall be nominated by the Mayor, and approved by the entire Council, consistent with the appointment process on other City of Lodi Boards, Committees and Commissions. At-Large representatives shall be voting members of the Committee.
    c. Ex Officio Councilmembers. Councilmember nominations to serve as Ex Officio members of the Committee may be made by any Councilmember and will be approved by the entire Council. Ex Officio Councilmembers shall serve as advisory, non-voting members of the Committee. The Ex Officio Councilmembers shall represent the collective interests of all City residents, rather than individualized concerns from their own Districts.

2. Temporary Advisory Body to the City Council. The Committee shall function in a temporary and advisory capacity to the City Council and shall not act as an administrative or policy making body.
3. Scope and Term of Committee. The Committee shall meet and work on its defined objectives until the sooner of February 7, 2026, or the City Council determines the Committee has satisfied its objectives. The City Council has tasked the Committee with the responsibility to provide advice and recommendations to the City Council on the following objectives:
    a. Scope and Implementation of the Economic Development Strategic Plan
    b. Economic Development components of the Downtown Specific Plan
    c. Necessity of and makeup of potential future or permanent Economic Development related committee
4. Secretary to the Committee. The City Manager shall appoint an employee(s) of the City to serve as Secretary to the Committee and ensure that the Committee has adequate information to make recommendations to City Council on items within the Committee's designated objectives.
5. Officers of the Committee. The Committee shall at its first regular meeting of each calendar year, select one of its voting members as Chairman and one of its voting members as Vice Chairman.
6. Organization and Procedure. The Committee shall be subject to the rules and regulations outlined within the City of Lodi Municipal Code, the City of Lodi City Council Protocol Manual, applicable state laws, and this Resolution. The Committee may make and alter its own rules and regulations governing its organization and procedures not inconsistent with state law, City regulations or procedure, or this Resolution.

BE IT FURTHER RESOLVED that the Lodi City Council directs the City Clerk to post for vacancies on the Committee.

Dated: February 7, 2024

==========

I hereby certify that Resolution No. 2024-20 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 7, 2024, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

Olivia Nashed

OLIVIA NASHED
City Clerk

2024-20

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL EXTENDING THE TERM OF THE ECONOMIC DEVELOPMENT AD HOC COMMITTEE FOR AN ADDITIONAL YEAR

==========

WHEREAS, Economic Development is a key imperative of the City Council's Strategic Vision; and

WHEREAS, City Council established an Economic Development Ad Hoc Committee (the "Committee") on February 7, 2024, by adopting Resolution No. 2024-20, to further advance Council's economic development objectives; and

WHEREAS, the term of the Committee was set to expire the sooner of February 7, 2026, or when City Council determines the Committee has satisfied its objectives; and

WHEREAS, the February 7, 2026 date has passed and the Committee objectives remain in progress; and

WHEREAS, the Committee Members have requested that City Council extend their term by an additional year to allow time to meet all its objectives.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the continued existence and objectives of the Economic Development Ad Hoc Committee as defined in Resolution No. 2024-20, and hereby extends the term for an additional year through February 18, 2027.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Discuss and Provide Direction on the Formation of a City Council Ad Hoc Committee to Review and Make Recommendations on the City's Delivery of Services to the Community (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
James Lindsay, Interim City Manager

RECOMMENDED ACTION:
Discuss and provide direction on the formation of a City Council Ad Hoc Committee to Review and make recommendations on the City's delivery of services to the community.

BACKGROUND INFORMATION:
The delivery of quality services in a timely fashion with a strong customer centered focus has been a longstanding priority of the City Council. This priority was affirmed by the City Council during their January 28 Planning Session, where the Council directed an additional milestone be added to the Council's Strategic Vision addressing service delivery. Additionally, Mayor Yepez requested the City Council consider the formation of an Ad Hoc Committee to review service delivery and provide recommendations for further improvements to the City Council. He is suggesting a seven-member committee that would consist of two Council Members, three City staff members, and two members from the community. An Ad Hoc Committee that has a defined work product or a defined term is not required to have the formalities, such as posted agendas and minutes, that other committees subject to the Brown Act are subject to.

Service delivery was identified as a strategic category in the Economic Development Strategic Plan (the Plan) the City Council is considering for adoption on this agenda. Strategy Category 5: Development Friendliness states that the City will comprehensively review and strengthen key systems/policies relating to interactions with the development community. This initiative will build on the City's recent and ongoing efforts to streamline the development approval timeframes. The action steps recommended in the Plan for Strategy Category 5 over the next year are:

A. Convene Internal Working Group (led by City Manager's Office) of affected department heads to review the Plan recommendations and determine the initial and longer-term scope of the "development friendliness" program. Meet monthly (for first 4-6 months) to identify operational and/or organizational changes needed to pursue the following recommendations:

- Expanded/routine use of pre-application meetings.
- Eliminating the existing fee for formal pre-application reviews.
- Expanded/routine use of inter-departmental roundtable meetings upon formal submission of project applications (potentially in lieu of existing fee-based pre-application reviews).
- Assignment of a dedicated staff member ("Project Liaison") as the single point of contact for

each submitted application.
- Technical support for small businesses/developers.

B. Outline specific parameters for a "Development Concierge" program (and associated "Business/Development Ombudsman" position) to be approved by City Council. It is anticipated that the City's Economic Development Director would initially fulfill the Ombudsman function; this role could ultimately be assigned to a new Economic Development staff position responsible for coordinating with the Community Development Department (and other City departments with review authority) on behalf of businesses and developers seeking permits and/or project approvals.

C. In conjunction with the overall marketing program (Major Initiative 1) identified in the Plan, implement improved communications with the business/development community. This effort would include the following considerations:

- Branding/name of program.
- Website improvements (enhanced online descriptions of process and expected timeframes, etc.).
- Online survey of development community to establish baseline of development-community concerns and priorities.

D. Within the first 6 months of implementation of the Plan, prepare a staff report and recommended action items, based on steps A through C above.

E. Begin implementation of the operational/organizational changes defined by the Internal Working Group (and approved by City Council).

The Ad Hoc Committee being considered by the Council could serve as the Internal Working Group suggested in Action Step A.

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Approving the Memorandum of Understanding Between the City of Lodi and the Lodi Professional Firefighters for the Period January 1, 2026 through December 31, 2028 (IS - HR)

MEETING DATE:
February 18, 2026

PREPARED BY:
Cristina Gonzales, Interim Human Resources Manager

RECOMMENDED ACTION:
Adopt a Resolution Approving the Memorandum of Understanding Between the City of Lodi and the Lodi Professional Firefighters for the Period January 1, 2026 through December 31, 2028.

BACKGROUND INFORMATION:
Representatives from the City of Lodi and the Lodi Professional Firefighters (LPF) have been bargaining over a successor Memorandum of Understanding (MOU) for the past three months and have reached a tentative agreement, subject to Council approval.

The proposed version of the MOU will be blue sheeted as the final Attachment 1 for Council review and approval at the Council meeting. A summary of the key changes that will be incorporated into the MOU are as follows:

- The term of the MOU shall be from January 1, 2026 through December 31, 2028.
- All employees to receive a 3% one-time off-salary-schedule payment (OSSP). OSSP will be calculated based upon 1-year of employee's base rate.
- Three percent (3%) cost-of-living increase effective January 4, 2027.
- Three percent (3%) cost-of-living increase effective January 3, 2028.
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in zip code 95240, effective December 22, 2025.
- Increase Longevity pay - the percentage-based longevity pay incentive would take effect December 22, 2025, and would be paid on a per pay period basis starting the December 22, 2025, at the following rates:
    - 10 years - 2.5%
    - 20 years - 5%
- Bilingual Pay to increase to $200 per month
- Professional Development courses - increase from $300 up to $1000 per fiscal year per employee.
- Reduce CalPERS employee cost-sharing contribution by three percent (3%) effective July 6, 2026
    - Classic employee contribution - 12% total (9% employee share + 3% cost sharing of employer's share)
    - PEPRA employee contribution - 12% or 50% of normal cost
- MOU Clean Up:

  - Tuition Reimbursement - Amend eligibility period for tuition reimbursement to allow employees to be eligible for tuition reimbursement after six months of employment.
  - Miscellaneous clean up items (PERS language, cafeteria plan, etc.)
- Incorporate the following Side Letter agreements into MOU:
  - Paramedic Incentive,
  - Holiday Leave
  - Department Sanctioned Teams

LPF continues to partner with the City to maintain a high level of service at a reasonable cost to the community. Both the City and LPF recognize the need to offer competitive salary and benefit packages to attract and retain talented employees into the fire service. Both also recognize the need for the City to maintain its financial health. The increases offered in this agreement place the LPF salaries slightly above median of our competitive agencies and it is anticipated will keep them near the midpoint throughout the term of the contract. The agreement strikes a balance by providing enhanced salary to LPF members at a reasonable cost to the City.

Staff recommends that the Council approve the MOU between the City and LPF.

FISCAL IMPACT:
The total cost of the term of the agreement is approximately $1,367,000 as shown below.

Fiscal Year 2025-2026	230,000
Fiscal Year 2026-2027	378,000
Fiscal Year 2027-2028	759,000
Total Cost (3 years)	1,367,000

FUNDING AVAILABLE:
Budget adjustments for these and other compensation increases for City employees in Fiscal Year 2025/26 were included in the mid-year budget proposal.

Memorandum
Of
Understanding
to be
Blue Sheeted
at
Council Meeting

RESOLUTION NO. 2026-__

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE LODI PROFESSIONAL FIREFIGHTERS MEMORANDUM OF UNDERSTANDING EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

==========

WHEREAS, representatives from the City and the Lodi Professional Firefighters (LPF) have bargained in good faith and reached a tentative agreement on a successor Memorandum of Understanding (MOU); and

WHEREAS, it is recommended that Council approve the MOU with LPF which provides for the following:

- The term of the MOU shall be from January 1, 2026, through December 31, 2028
- A one-time Three percent (3%) Off Salary Schedule Payment (OSSP) of base salary, for all LPF classifications, paid as soon as administratively possible;
- Three percent (3%) cost-of living increase effective January 4, 2027;
- Three percent (3%) cost-of-living increase effective January 3, 2028;
- Effective December 22, 2025, City shall contribute an amount equal to 90% of the premium cost of the lowest-cost CalPERS HMO plan available in the zip code 95240 toward each eligible employee's health insurance coverage by enrollment category, employees who select plans that cost more than the City's contribution shall pay the difference through payroll deduction;
- Increase bilingual stipend from $150 per month to $200 per month; effective the first pay period following council approval of the MOU;
- Increase Longevity pay – the percentage-based longevity pay incentive would take effect December 22, 2025, and would be paid on a per pay period basis, at the following rates:
    - 10 years - 2.5%
    - 20 years - 5%
- Reduce CalPERS employee cost-sharing contribution by three percent (3%), effective July 6, 2026:
    - Classic employee contribution – 12% total (9% employee share + 3% cost-sharing of employer's share)
    - PEPRA Contribution – 12% or 50% of normal cost
- MOU Clean Up:
    - Tuition Reimbursement – Amend eligibility period for tuition reimbursement to allow employees to be eligible for tuition reimbursement after six months of full-time employment.
    - Miscellaneous clean up items (PERS language, cafeteria plan, etc.)
- Incorporate Side Letter agreements into MOU:
    - Paramedic Incentive
    - Holiday Leave
    - Department Sanctioned Teams

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby approve the attached blue sheet Memorandum of Understanding (Attachment 1) between the City of Lodi and Lodi Professional Firefighters, effective January 1, 2026 through December 31, 2028.

Date: February 18, 2026
==========

I hereby certify that Resolution No. 2026-__ was passed and adopted by the Lodi City Council in a regular meeting held on February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-___

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Approving the Memorandum of Understanding Between the City of Lodi and the Lodi City Mid-Management Association for the Period January 1, 2026 through December 31, 2028 (IS - HR)

MEETING DATE:
February 18, 2026

PREPARED BY:
Cristina Gonzales, Interim Human Resources Manager

RECOMMENDED ACTION:
Adopt a Resolution Approving the Memorandum of Understanding Between the City of Lodi and the Lodi City Mid-Management Association for the Period January 1, 2026 through December 31, 2028.

BACKGROUND INFORMATION:
Representatives from the City of Lodi and the Lodi City Mid-Management Association (LCMMA) have been bargaining over a successor Memorandum of Understanding (MOU) for the past five months and have reached a tentative agreement, subject to final Council approval. The proposed version of the MOU will be attached via blue sheet as Attachment 1 for Council review and approval. A summary of the key changes incorporated into the MOU are as follows:

- The term of the MOU shall be from January 1, 2026 through December 31, 2028.
- All employees to receive a 3% one-time off-salary-schedule payment (OSSP). OSSP will be calculated based upon 1-year of employee's base rate as soon as administratively possible.
- Effective January 5, 2026 the City shall implement the January 1, 2026 compensation study by providing for equity increases for classifications deemed below market over two years as follows:
    - Year 1: Comp Study Equity increase: Up to 5% or ½ equity increase, whichever is greater, pursuant to January 1, 2026 comp study, total compensation.
    - Year 2: Comp Study Equity increase: Employee shall receive remainder of equity increase, the portion not implemented in year 1.
- Classifications determined to be "over market" pursuant to the January 1, 2026 comp study, total compensation, shall be Y-rated.
- Three percent (3%) cost-of-living increase effective January 4, 2027 or Y-rated employees will receive a combination of COLA/OSSP not to exceed three percent (3%).
- Three percent (3%) cost-of-living increase effective January 3, 2028 or Y-rated employees will receive a combination of COLA/OSSP not to exceed three percent (3%).
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective December 22, 2025.
- Add Longevity pay - the percentage-based longevity pay incentive would take effect December 22, 2025, and would be paid on a per pay period basis starting the December 22, 2025, at the following rates:
    - 10 years - 2.5%
    - 20 years - 5%

- Bilingual Pay to increase to $200 per month, effective the first pay period following City Council approval.
- Temporary Upgrade Pay - 10% or Step 0 of the range for the classification they are filling, whichever is greater.
- Eliminate CalPERS employee cost-sharing contribution, effective July 6, 2026.
- Implementation of California State Disability ("SDI") as soon as administratively possible.

- MOU Clean Up:
  - Tuition Reimbursement - Amend eligibility period for tuition reimbursement to allow employees to be eligible for tuition reimbursement after six months of full-time employment.
  - Miscellaneous clean up items (PERS language, cafeteria plan, etc.)

Both the City and the LCMMA recognize the importance of offering competitive salary and benefit packages to recruit and retain qualified employees for these important positions.

Staff recommends that the Council approve the MOU between the City and LCMMA.

FISCAL IMPACT:
The total cost of the term of the agreement is $3,714,000 as shown below.

Fiscal Year 2025-2026	965,000
Fiscal Year 2026-2027	1,320,000
Fiscal Year 2027-2028	1,429,000

FUNDING AVAILABLE:
Budget adjustments for these and other compensation increases for City employees needed in Fiscal Year 2026/27 were included in the mid-year budget.

Memorandum
Of
Understanding
to be
Blue Sheeted
at
Council Meeting

RESOLUTION NO. 2026-__

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE LODI CITY MID-MANAGEMENT ASSOCIATION MEMORANDUM OF UNDERSTANDING EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

==========

WHEREAS, representatives from the City and the Lodi City Mid-Management Association (LCMMA) have bargained in good faith and reached a tentative agreement on a successor Memorandum of Understanding (MOU); and

WHEREAS, it is recommended that Council approve the MOU with LCMMA which provides for the following:

- The term of the MOU shall be from January 1, 2026 through December 31, 2028
- A one-time Three percent (3%) Off Salary Schedule Payment (OSSP) of base salary, for all LCMMA classifications, paid as soon as administratively possible;
- Effective January 5, 2026 the City shall implement the January 1, 2026 compensation study by providing equity increases for classifications deemed below market over two years as follows:
    - Year 1: Comp Study Equity increase: Up to 5% or ½ of equity increase, whichever is greater, pursuant to January 1, 2026 comp study, total compensation;
    - Year 2: Comp Study Equity Increase: Employee shall receive remainder of equity increase, the portion not implemented in year 1;
- Classifications determined to be "over market" pursuant to the January 1, 2026 comp study, total compensation, shall be Y-rated and will not receive and equity increase;
- Three percent (3%) cost-of living increase effective January 4, 2027 or Y-rated employees will receive a combination of COLA/OSSP not to exceed three percent (3%)
- Three percent (3%) cost-of-living increase effective January 3, 2028 or Y-rated employees will receive a combination of COLA/OSSP not to exceed three percent (3%);
- Effective December 22, 2025, City shall contribute an amount equal to 90% of the premium cost of the lowest-cost CalPERS HMO plan available in the zip code 95240 toward each eligible employee's health insurance coverage by enrollment category, employees who select plans that cost more than the City's contribution shall pay the difference through payroll deduction;
- Implementation of California State Disability ("SDI") as soon as administratively possible;
- Increase bilingual stipend from $150 per month to $200 per month; effective the first pay period following council approval of the MOU;
- Temporary Upgrade Pay – 10% or Step 0 of the range for the classification they are filling, whichever is greater;
- Add Longevity pay – the percentage-based longevity pay incentive would take effect December 22, 2025, and would be paid on a per pay period basis, at the following rates:
    - 10 years - 2.5%
    - 20 years - 5%
- Eliminate CalPERS employee cost-sharing contribution, effective July 6, 2026:
- MOU Clean Up:

- Tuition Reimbursement – Amend eligibility period for tuition reimbursement to allow employees to be eligible for tuition reimbursement after six months of full-time employment.
- Miscellaneous clean up items (PERS language, cafeteria plan, etc.)

NOW, THEREFORE, BE IT RESOLVED, by the City Council does hereby approve the bluesheet attached Memorandum of Understanding (Attachment 1) between the City of Lodi and LCMMA, effective January 1, 2026 through December 31, 2028.

Date: February 18, 2026
==========

I hereby certify that Resolution No. 2026-__ was passed and adopted by the Lodi City Council in a regular meeting held on February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-___

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Defining Benefits and Approving Benefit Modifications and Compensation for Unrepresented Mid-Management and General Service employees (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
James Lindsay, Interim City Manager

RECOMMENDED ACTION:
Adopt a Resolution Defining Benefits and Approving Benefit Modifications and Compensation for Unrepresented Mid-Management and General Service employees.

BACKGROUND INFORMATION:
Historically, the Unrepresented Mid-Management and General Service employees have received the same benefits as provided to their represented counterpart employees, as defined in their respective Memorandum of Understanding ("MOU"). However, this long-standing practice was never formalized through a Council approved resolution. Staff is recommending to define the benefits provided to the Unrepresented employees by submitting the attached Resolution for City Council consideration and approval.

Additionally, City staff have recently completed negotiations with the represented employee bargaining groups. Council approved agreements include wage increases, the addition of Longevity Add pay, increases to bilingual and notary incentives, and an increase to the City's contribution towards medical premiums, moving from a fixed dollar contribution to a fixed percentage of premium (90% employer and 10% employee). Additionally, the City has negotiated to reduce or eliminate the CalPERS cost-sharing agreements whereby employees were paying a percentage towards the employer's share of CalPERS normal pension cost (cost-sharing). Employees are still responsible for the employee's share or normal pension cost (Classic and PEPRA).

City staff have met with the Unrepresented employees and discussed these changes. The Unrepresented employees are in agreement with the amendments to their benefits and are in agreement with memorializing their benefits through a Council approved Resolution.

A summary of the benefits provided to Unrepresented employees is listed in the Resolution attached.

FISCAL IMPACT:
It is estimated that the benefit and compensation modifications will cost approximately $687,000 over the three year agreement.

Fiscal Year 2025-2026	114,000
Fiscal Year 2026-2027	228,000
Fiscal Year 2027-2028	345,000

FUNDING AVAILABLE:

Necessary funding for Fiscal Year 2025/26 was included in mid-year and future years be included in each fiscal year budget.

RESOLUTION NO. 2026-__

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING BENEFIT MODIFICATIONS AND COMPENSATION CHANGES FOR UNREPRESENTED EMPLOYEES

==========

WHEREAS, representatives from the City and the Unrepresented employees have negotiated in good faith and reached a tentative agreement on compensation and benefit changes; and

WHEREAS, it is recommended that Council approve revisions to the benefits and compensation provided to its Unrepresented employees to include the following:

- Effective January 5, 2026 the City shall implement the January 1, 2026 compensation study by providing equity increases for classifications deemed below market over two years as follows:
    - Year 1: Comp Study Equity Increase: Up to 5% or ½ of equity increase, whichever is greater, pursuant to January 1, 2026 comp study, total compensation;
    - Year 2: Comp Study Equity Increase: Employee shall receive remainder of equity increase, the portion not implemented in year 1;
- Classifications determined to be "over market" pursuant to the January 1, 2026 comp study, total compensation, shall be Y-rated and will not receive an equity increase;
- A one-time Three percent (3%) Off Salary Schedule Payment (OSSP) of base salary, for all unrepresented classifications, paid as soon as administratively possible;
- Three percent (3%) cost-of living increase effective the first full pay-period in January 2027 for positions that are under market median; positions over market (Y-rated) will receive combination of cost-of-living increase/OSSP not to exceed three percent (3);
- Another three percent (3%) cost-of-living increase effective the first full pay-period in January 2028 for positions that are under market median; positions over market (Y-rated) will receive combination of cost-of-living increase/OSSP not to exceed three percent (3);
- Effective December 22, 2025, City shall contribute an amount equal to 90% of the premium cost of the lowest-cost CalPERS HMO plan available in the zip code 95240 toward each eligible employee's health insurance coverage by enrollment category, employees who select plans that cost more than the City's contribution shall pay the difference through payroll deduction;
- Implementation of California State Disability ("SDI") as soon as administratively possible;
- Increase bilingual stipend from $150 per month to $200 per month; effective January 5, 2026;
- Increase Notary pay from $40 per month to $80 per month; effective January 5, 2026;
- Increase annual maximum benefit from $1250 per month to $1500 per month for each family member in the dental plan per calendar year as soon as administratively possible;

- Add Longevity pay – the percentage-based longevity pay incentive would take effect December 21, 2026, and would be paid on a per pay period basis, at the following rates:
    - 10 years - 2.5%
    - 20 years - 5%
- Reduce total employee pension contribution by eliminating employee cost-sharing of six percent (6%), effective July 6, 2026:
    - Classic Contribution seven percent (7%)
    - PEPRA Contribution of 50% of normal cost

WHEREAS, the following Schedule of Benefits represents a listing of benefits for unrepresented employees:

Benefit	**Amount**
Accidental Death & Dismemberment Insurance – Unrepresented General Services	$35,000; City pays full premium
Administrative Leave – Unrepresented Mid-Management	80 hours for Mid-Management employees – leave is pro-rated for employees hired mid-year or who separate mid-year.
Bilingual Incentive	$200 per month.
Chiropractic Coverage	Access to coverage through City plan; City pays full premium.
Deferred Compensation	Participation in any of the plans offered by the city. City match up to 3% of base salary.
Dental and Orthodontia Coverage	Access to coverage through City plan; City pays full premium.
Employee Assistance Program	Access to coverage through City plan; City pays full premium.
Flexible Spending Account (Section 125)	Participation in City provided plan
Holidays (Fixed and Floating)	Employees follow the City's fixed holiday schedule. In addition, each employee shall be granted an additional 36 hours of floating holiday. Holiday leave cannot be carried into the following year. Employees hired or who separate mid-year will receive a pro-rated amount of floating holiday leave.
Life Insurance – Unrepresented General Services	$25,000; City pays full premium.
Life Insurance – Unrepresented Mid-Management	2x annual base salary up to $250,000; City pays full premium.
Lodi City Employee's Association (LCEA)	Membership in LCEA is available at the employee's cost.
Long Term Disability	A long-term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of $10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability.
Longevity Pay	Effective December 21, 2026, Longevity Pay would be paid on a per pay-period basis, at the following rates, beginning the first full pay-period

	after qualifying anniversary date: • 10 years - 2.5% • 20 years - 5%
Medical Insurance	Access to available plans through CalPERS—City contribution capped at 90% of the premium for the lowest cost HMO in zip code 95240. Employee pays 10% of the premium for lowest cost HMO in zip code 95240. If employee elects more expensive medical plan the employee will pay the additional amount through payroll deduction.
Medical Insurance Opt-Out	If City offered coverage is declined and proof of other group coverage is provided, employee is eligible for payment of $305.22 for Employee only, $532.92 for Employee + 1; and $692.81 for Employee + Family coverage.
Notary Pay	$80 per month
Retirement (CalPERS)	2% at 55 for 'Classic' employees; 2% at 62 for 'New' employees (PEPRA); Classic employees pay employee's share of 7% and PEPRA employees pay 50% of the normal cost as defined by PERS in the annual actuarial report.
Sick Leave	Employee shall accrue sick leave at the rate of 3.70 hours per pay period. Unlimited accrual.
State Disability Insurance (SDI)	Unrepresented employees participate in mandatory SDI contributions.
Travel Insurance-Accidental Death	$100,000; City pays full premium.
Tuition Reimbursement	Provided as stated in the City's current Tuition Reimbursement Policy.
Vacation Leave	Date of Hire 3.08 hours per pay period 6th year 4.62 hours per pay period 12th year 5.24 hours per pay period 15th year 6.16 hours per pay period Maximum accrual 2x annual vacation accrual rate. Hardship vacation cash out: Must be IRS compliant hardship.
Vision Coverage	Access to coverage through City plan. City pays full premium.
Worker's Compensation	Covered by California Worker's Compensation program; City pays full premium.

NOW, THEREFORE, BE IT RESOLVED, by the City Council that it does hereby approve compensation and benefit modifications for Unrepresented employees as listed in the recitals above.

Date: February 18, 2026

==========

I hereby certify that Resolution No. 2026-___ was passed and adopted by the Lodi City Council in a regular meeting held on February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-___

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Approving Side-Letter Agreements Between the City of Lodi and Local 1245 International Brotherhood of Electrical Workers (IS - HR)

MEETING DATE:
February 18, 2026

PREPARED BY:
Cristina Gonzales, Interim Human Resources Manager

RECOMMENDED ACTION:
Adopt a Resolution Approving Side-Letter Agreements Between the City of Lodi and Local 1245 International Brotherhood of Electrical Workers ("IBEW").

BACKGROUND INFORMATION:
The City and IBEW negotiated a successor Memorandum of Understanding ("MOU"), January 1, 2025 through December 30, 2028. During the negotiation process, the City agreed to provide a contribution of one-hundred dollars ($100) per month towards a Health Reimbursement Arrangement ("HRA") Plan for IBEW employees. The City was unable to implement the HRA and subsequently City staff engaged in negotiations with IBEW to provide alternative benefit(s) in lieu of an HRA.

Representatives from the City and IBEW met and conferred in good faith and came to a tentative agreement as follows and included in Attachment 1 -Side-Letter Agreement (Benefits):

- Effective January 1, 2026, the City shall contribute an amount equal to ninety percent (90%) of the premium cost of the lowest-cost CalPERS Health Maintenance Organization ("HMO") plan available within ZIP Code 95240 toward each eligible employee's health insurance coverage by enrollment category.
    - This contribution shall be adjusted annually, effective the first pay period in January, based on CalPERS premium rates.
    - Employees who select plans costing more than the City's contribution shall pay the premium cost difference through payroll deductions.
- Elimination of the CalPERS cost sharing agreement as follows:
    - Effective the first full pay period in July 2028, Classic Member employees shall pay the full employee share of retirement costs (7%) as calculated by CalPERS in its annual actuarial valuation, ending the two percent (2%) cost sharing.
    - Effective the first full pay period in July 2028, PEPRA Member employees shall pay the full

employee share of retirement costs as calculated by PERS in its annual actuarial valuation (one -half of the normal cost of pension), ending the two percent (2%) cost sharing.

Additionally, a scrivener's error occurred in the finalized MOU, whereby, the newly created classification of Apprentice Substation Technician was not included. The parties wish to correct this error and include the classification of Apprentice Substation Technician in Articles 4.4, 7.4 and 36.1 of the IBEW MOU. Refer to Attachment 2 -Side-Letter Agreement (Apprentice).

By adopting these side letters, the City will correct the scrivener's error and amend the language in the IBEW MOU to include the classification of Apprentice Substation Technician and provide amendments to the benefits provided to IBEW employees.

FISCAL IMPACT:
The total approximate cost of the side-letters is $813,000.

Fiscal Year 2025-2026	215,000
Fiscal Year 2026-2027	225,000
Fiscal Year 2027-2028	373,000

Fiscal Year 2025-26 budget increases were approved during mid-year budget review for the modifications to benefits and there is no fiscal impact to correct the scrivener's error and include the Apprentice Substation Technician classification in the MOU.

FUNDING AVAILABLE:
Budget increases were approved during mid-year budget review for the modifications to benefits and there is no fiscal impact to correct the scrivener's error and include the Apprentice Substation Technician classification in the MOU.

Side Letter Agreement Amending the Memorandum of Understanding
Between the City of Lodi and International Brotherhood of Electrical Workers
January 1, 2025 – December 31, 2028

This Agreement is entered into and effective as of January 1, 2025, between the City of Lodi, a municipal corporation ("City"), and Local 1245 International Brotherhood of Electrical Workers ("IBEW").

RECITALS

WHEREAS, the Memorandum of Understanding (MOU) between IBEW and the City has a term of January 1, 2025 through December 31, 2028; and

WHEREAS, the IBEW MOU includes various Articles pertaining to health and retirement benefits; and

WHEREAS, the City and IBEW wish to amend the existing language to eliminate employee pension cost-sharing effective the first full pay-period following July 1, 2028; and

WHEREAS, the City and IBEW wish to amend the existing language to create a CalPERS compliant cafeteria plan for optional benefits and to update the City's contributions for cafeteria insurance offerings for calendar year 2026; and

WHEREAS, representatives from the City and IBEW have met and conferred in good faith to discuss the modification of the MOU and agreed to amend Articles 15 through 21 of the IBEW MOU to amend the benefits provided to employees; and

NOW THEREFORE, City and IBEW agree to amend Articles 15 through 21, as follows:

CHAPTER 3. INSURANCE AND RETIREMENT

ARTICLE XV – CAFETERIA PLAN: HEALTH INSURANCE

15.1 City Contribution

The City shall contribute an amount equal to ninety percent (90%) of the premium cost of the lowest-cost CalPERS Health Maintenance Organization ("HMO") plan available within ZIP Code 95240 toward each eligible employee's health insurance coverage by enrollment category.

This contribution shall be adjusted annually, effective the first pay period in January, based on CalPERS premium rates.

Employees who select plans costing more than the City's contribution shall pay the premium cost difference through payroll deductions.

15.2 Eligibility

Regular full-time employees are eligible to participate in the Cafeteria Plan beginning the first day of the month following hire.

Employee's eligible dependents may be enrolled in accordance with CalPERS and the employee's selected plan rules.

Changes in health insurance coverage may occur only during the City's open enrollment period or following a qualifying event as defined under Internal Revenue Code Section 125.

Health Insurance coverage ends the last day of the month in which employment terminates, unless continued under Consolidated Omnibus Budget Reconciliation Act (COBRA).

15.3 Administration and Opt-Out

The Cafeteria Plan shall be administered in accordance with Internal Revenue Code Section 125 and applicable CalPERS regulations.

Employees providing proof of alternate qualifying medical coverage may opt out of City-provided medical insurance and will receive the applicable opt-out or cash-in-lieu benefit as described in this Article.

All employees are offered medical insurance for themselves and their eligible dependents through CalPERS medical plans.

Effective January 1, 2026, the City shall contribute an amount equal to ninety percent (90%) of the premium, by enrollment category, for the lowest-cost HMO plan available in ZIP code 95240. Employees shall be responsible for the difference between the City's contribution and the premium of the plan the employee selects. Employee contributions shall be collected through payroll deductions. Employees may elect to have premium deductions withheld from pre-tax wages through the City's Flexible Spending Account benefits Premium Only Plan (POP) as described in Article XX below.

The City's ninety percent (90%) contribution and corresponding ten percent (10%) employee contribution shall be reviewed annually and any necessary adjustments would

be implemented at the first pay period in January to reflect any changes in premium rates for the lowest-cost HMO plan available in ZIP code 95240. The City's contribution percentage shall not be reduced below ninety percent (90%) without mutual agreement between the City and the IBEW bargaining unit.

Employees who elect to waive medical insurance coverage through the City shall receive an additional "cash in lieu" of medical benefits amount as follows:

- $692.81 per month for family coverage
- $532.92 per month for employee + one dependent coverage
- $305.22 per month for single coverage

These monthly cash in lieu amounts identified above shall be divided across two pay periods each month and be paid in a flat dollar amount for the employee's corresponding coverage level. To qualify for this provision, employees must provide proof of other qualifying group medical insurance coverage to the City.

ARTICLE XVI – CAFETERIA PLAN: VISION CARE AND CHIROPRACTIC COVERAGE

~~AND CHIROPRACTIC COVERAGE~~16.1 Vision Care: The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium necessary to provide employees with vision care insurance through the Vision Service Plan (VSP) by enrollment category (Employee, Employee +1 or Family). The services covered and the amount of coverage shall be as outlined in the VSP Summary of Benefits.

The City reserves the right to select or change the vision insurance carrier, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

Employees may opt out of City provided Vision Care and apply the City contribution towards medical premiums.

16.2 Chiropractic Coverage: ~~15.1 Chiropractic services may be received by employees and dependents through a chiropractic~~

~~insurance plan.~~

~~15.2 The City shall pay the full costs of premiums for chiropractic insurance for the employee~~

~~and dependent(s) during the term of this MOU.~~

~~15.3 When any of such individuals changes their chiropractor or the chiropractor becomes a~~

~~medical provider under the City's medical plan, they shall utilize the medical plan's list of providers and shall be subject to the terms and limitations of said plan.~~

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium, by enrollment category (Employee, Employee +1 or Family), necessary to provide employees and their eligible dependents chiropractic services under the City's Chiropractic benefit program. This benefit allows for up to a maximum of forty (40) visits per calendar year.

A co-payment of ten dollars ($10.00) per visit shall apply for each covered chiropractic service.

Employees may opt out of City provided Chiropractic Care and apply the City contribution towards medical premiums.

ARTICLE XVII - DEFERRED COMPENSATION

17~~6~~.1 The City agrees to match up to an employee's 3% contribution to the Deferred Compensation Program.

17~~6~~.2 Employees may contribute a lump sum amount into their Deferred Compensation plan in the same pay period in which they cash out their CTO, equivalent to or less than the full CTO amount, subject to IRS contribution limits.

ARTICLE XVIII - DENTAL AND ORTHODONTIA INSURANCE

18~~7~~.1 Employees and their dependents are provided fully paid dental and orthodontia insurance.

18~~7~~.2 Maximum benefits are $1,250.00 for each family member enrolled in the dental plan per calendar year. There is a $25.00 deductible plus co-insurance features.

18~~7~~.3 Orthodontia benefits have a lifetime cap of $1,250.00 for each person covered under the plan.

ARTICLE XIX~~VIII~~ - LIFE INSURANCE

18~~9~~.1 A life insurance program providing for two times annual salary to a maximum of $250,000.

Said benefits will reduce with age according to the reduction schedule of the life insurance carrier. Coverage for dependents will also be provided according to the schedule available

from the carrier. This insurance is only applicable to active regular employees.

198.2 The City agrees to pay the employee's premiums for the above mentioned life insurance program.

ARTICLE XIX - LONG TERM DISABILITY

2019.1 A long-term disability program which, coordinated with other disability benefits shall provide a benefit of 66-2/3% to a maximum of $10,000.00 per month of the employee's basic monthly earning in the event of disability. This program commences 120 days from the date of disability. Please refer to the City's Policy on Long Term Disability.

1920.2 The maximum length of coverage is three (3) years from date of disability.

ARTICLE XX - MEDICAL INSURANCE

20.1 The City agrees to make available medical benefits equivalent to the highest HMO plan available in Lodi through CalPERS and the parties shall meet and confer on a replacement plan offering such an equivalent level of benefits.

20.2 All employees are offered medical insurance for themselves and dependents through CalPERS Medical Plans.

Effective January 1, 2025, the City shall contribute to each employee enrolled in a CalPERS Medical plan a dollar amount equal to 70% of the premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240. The employee shall be responsible for the premium difference between the City's contribution and the premium of the plan the employee actually selects. Employee contributions shall be collected via pre-tax payroll deduction.

If an employee waives medical insurance through the City of Lodi, an additional:

$692.81 per month for family
$532.92 for employee + 1 dependent
$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

20.3 Employees shall be eligible for medical insurance the first day of the month following the date the employee becomes a full-time regular employee of the City.

20.4 Only one family member may carry employee and dependent coverage of City sponsored medical insurance. The City will reimburse the employee for co-insurance payments on a quarterly basis.

~~20.5 Health Reimbursement Arrangement (HRA) Plan~~

~~The City shall contribute $100.00 per month (paid bi-weekly) for each employee enrolled in a City sponsored medical insurance plan. Contributions shall be vested to the employee upon deposit. The City shall select the vendor and implement HRA/Debit option as soon as administratively feasible following City council approval of MOU. All administrative fees shall be borne by the City. All payments shall be made in accordance with existing City payroll practices.~~

ARTICLE XXI - RETIREMENT

21.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits for employees deemed to be "classic" employees by PERS:

Miscellaneous 2%@ 55 plan:

- 1957 Survivors Benefit
- Third Level 1959 Survivors Benefit (Section §21573)
- Improved Non-Industrial Disability Allowance (Section §21427). Benefits which provide under PERS a 30% benefit after five years of service, ~~i~~increasing to a maximum 50% benefit.
- Post-Retirement Survivor Allowance (Section §21624)
- Credit for Unused Sick Leave (Section §20965)
- Military Service Credit as Public Service (Section §21024)
- Effective January 1, 2015, employee shall pay the full employee share of retirement costs as calculated by PERS (7%) in its annual actuarial valuation. The City will pay all of the employer's contribution.

21.2 Employees shall receive the following retirement benefits for employees deemed to be "new" employees under the Public Employee's Pension Reform Act of 2013 (PEPRA):

Miscellaneous 2% @ 62 plan:

- 1957 Survivors Benefit
- Third Level 1959 Survivors Benefit (Section §21573)
- Improved Non-Industrial Disability Allowance (Section §21427). Benefits which provide under PERS a 30% benefit after five years of service, increasing to a maximum 50% benefit.
- Post-Retirement Survivor Allowance (Section §21624)
- Credit for Unused Sick Leave (Section §20965)
- Military Service Credit as Public Service (Section §21024)
- Effective January 1, 2015, employee shall pay the full employee share of retirement

- ~~costs as calculated by PERS in its annual actuarial valuation. The City will pay all~~
- of the employer's contribution.

21.3 Cost Sharing: Effective the first full pay period in July 2020 thru the first full pay period in July 2028, ~~–~~employees in this bargaining unit, classic and PEPRA, will ~~enter into a cost-sharing agreement and agree to pay~~continue to pay two percent ~~(~~2%) of the employer's normal share of cost.

~~The cost-sharing will be implemented on a tiered basis with 1 % cost-sharing effective the first full pay period in July 2020 and an additional 1 % cost-sharing the first full pay period in January 2021 for a total of 2%.~~Effective the first full pay period in July 2028, Classic Member employees shall pay the full employee share of retirement costs (7%) as calculated by PERS in its annual actuarial valuation, ending the two percent (2%) cost share above.

Effective the first full pay period in July 2028, PEPRA Member employees shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation (one-half of the normal cost of pension) , ending the two percent (2%) cost share above.

21.4 The City agrees, at the employee's request, to provide an exit meeting for employees who will be retiring. This meeting will be scheduled after the employee provides a 30-day notice to Human Resources of the employee's intent to retire. The exit meeting will discuss health benefit options (COBRA), sick leave conversion (if applicable), information on obtaining CalPERS benefit estimates; service and disability retirements, employee association options, and any other benefits the employee is entitled to.

All other provisions of the MOU remain in full force and effect.

CITY OF LODI a municipal corporation	IBEW Local 1245
James Lindsay Date Interim City Manager	Sheila Lawton Date Assistant Business Manager

_____
Cristina Gonzales Date
Interim Human Resources Manager

ATTEST:

_____
Olivia Nashed Date
City Clerk

APPROVED AS TO FORM:

_____
Katie O. Lucchesi Date
City Attorney

Side Letter Agreement Amending the Memorandum of Understanding
Between the City of Lodi and International Brotherhood of Electrical Workers
January 1, 2025 – December 31, 2028

This Agreement is entered into and effective as of January 1, 2025, between the City of Lodi, a municipal corporation ("City"), and Local 1245 International Brotherhood of Electrical Workers (IBEW).

RECITALS

WHEREAS, the Memorandum of Understanding (MOU) between IBEW and the City has a term of January 1, 2025 through December 31, 2028; and

WHEREAS, the Electric Utility added a new job classification of Apprentice Substation Technician in their FY2024/25 fiscal budget; and

WHEREAS, during the negotiation process for the successor MOU, a scrivener's error occurred when the job title/classification of Apprentice Substation Technician was precluded from Article 4.4, 7.4, and 36.1 respectively; and

WHEREAS, Article 4.4 of the IBEW MOU discusses the Electric Lineman Apprentice program; and

WHEREAS, Article 7.4 of the IBEW MOU lists the job titles/classifications that are eligible for city provided uniforms; and

WHEREAS, Article 36.1 of the IBEW MOU lists all job titles/classifications represented by IBEW; and

WHEREAS, representatives from the City and IBEW have met and conferred in good faith to discuss the modification of the MOU and agreed to amend Article 4.4, Article 7.4, and Article 36.1 of the IBEW MOU to include the job title/classification of Apprentice Substation Technician; and

NOW THEREFORE, City and IBEW agree to amend Article 4.4, as follows:

ARTICLE IV – SALARY

4.1 Market Adjustment
Classifications identified in the City's total compensation study as being below market median total compensation will have their base hourly pay rate increased to the salary range closest to market median, on a step for step basis, (total employee compensation) effective the first full pay-period following January 1, 2025 (See Attachment A).

4.2 Cost of living Adjustment (COLA)
The City shall provide wage adjustments for all classifications in the bargaining unit the first full pay period in January 2025, and over the term of the contract, as follows:

- Effective the first full pay period following January 1, 2025, employees shall receive a two percent (2.0%) salary increase.
- Effective the first full pay period following January 1, 2026, employees shall receive a two percent (2.0%) salary increase
- Effective the first full pay period following January 1, 2027, employees shall receive a two percent (2.0%) salary increase
- Effective the first full pay period following January 1, 2028, employees shall receive a two percent (2.0%) salary increase

4.3 In 2023, the City conducted a City-Wide Total Compensation study. The City agrees to prepare a similar Total Compensation Study for IBEW prior to the end of this contract.

For IBEW comparison purposes, the recognized survey cities are as follows:

- City of Roseville
- City of Redding
- City of Alameda
- City of Healdsburg
- City of Palo Alto
- City of Ukiah
- Silicon Valley Power
- Truckee Donner Public Utility District

4.4 Lodi has entered into a separate agreement with the California – Nevada Joint Apprenticeship Training Committee ("JATC") to provide training for Electric Line and Substation Technician Apprentices.

The Electric Line and Substation Apprentice programs ~~is~~are intended to be a program of seven steps. An ~~Electric Line Apprentice I or II~~Apprentice will be eligible for consideration for a merit increase upon completion of 13 pay periods in a step, provided available workload provides appropriate experience and provided further that the ~~Electric Line Apprentice I or II~~Apprentice is making normal progress in training and testing. The Apprentice~~Electric Line Apprentice I or II~~ will advance from step to step, when the Electric Utility Director or his/her designee determines that the ~~Electric Line Apprentice I or II~~ Apprentice has achieved the qualifications necessary for such advancement and approvals are received pursuant to Lodi policies and procedures.

An Apprentice~~Electric Line Apprentice I or II~~ will be paid when working or training on-the-job in the field.

An ~~Electric Line Apprentice I or II~~Apprentice will be entitled to straight time pay for up to 40 hours per week and for reasonable expenses in accordance with Lodi policies and procedures, subject to approval, while training one week per year at JATC's facility. An Apprentice ~~Electric Line Apprentice I or II~~ will not be entitled to pay or expenses for weekend training at JATC facilities.

Apprenticeship classroom training by Lodi personnel or at Lodi facilities will be on paid time if during normal work-hours or unpaid if outside normal work-hours. Study will normally be outside of work hours, and without pay, but the Electric Utility Director or his/her designee may permit limited apprenticeship study during paid work-hours, workload permitting, typically during inclement weather.

~~Electric Line Apprentices I or II~~All Apprentice's are on probation at all times while they are classified as an Apprentice~~Electric Line Apprentices I or II~~.

4.5 Effective the beginning of the pay period which includes January 1, 2015, the Rubber Glove premium was incorporated into base pay and there shall be no additional premium pay for Rubber Glove. The Rubber Glove premium shall become a job requirement of applicants and incumbents currently receiving the premium, and as such, it will be incorporated into salary. Job descriptions have been updated to reflect this additional job requirement.

4.6 Those employees required to have a Class "A" commercial driver's license as part of their employment will receive $600.00 per year, paid bi-weekly.

a. Effective January 1, 2022, the following job classifications require a Class "A" commercial driver's license:

Groundworker	Utility Equipment Specialist
Electric Line Apprentice	Electric Lineman
Electric Foreman	Construction/Maintenance Supervisor

Incumbents in classifications that do not require a Class "A" commercial driver's license, who have agreed to voluntarily maintain their Class "A" commercial driver's license in accordance with City policy, will receive $600.00 per year for possession of a valid Class "A" commercial driver's license, paid bi-weekly.

b. Employees represented by the IBEW Local 1245 and hired after August 1, 2008, in classifications that require a Class "A" commercial driver's license will be required to obtain a valid Class "A" commercial driver's license within one (1) year of their hire date (or as defined in their job description). Following the issuance of a Class "A" license employees will receive $600.00 per year (paid bi-weekly effective the first pay period after the date of issuance of license) for maintaining a Class "A" license in accordance with City policy.

c. Loss of a valid Class "A" commercial driver's license will result in loss of the stipend (pro-rated) until such time as the license is reinstated.

4.7 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of $150.00. The City Manager has the discretion in determining the languages that will be recognized.

NOW THEREFORE, City and IBEW agree to amend Article 7.4, as follows:

ARTICLE VII - TOOLS AND UNIFORMS

7.1 The City and the IBEW Local 1245 mutually agree that the City will supply necessary tools and equipment for employees in accordance with the following procedure.

Consistent with the needs of the employee as related to his/her job classification, and to aid the employee in the performance of his/her work in a safe and efficient manner, the City will provide the following list of basic hand tools, work gloves and equipment:

Skinning knife	Utility bag	Safety glasses
Work gloves	Ruler, 6', wood	Rubber boots
Pliers, side cut	Hammer, claw	Rain gear
Screwdriver, 10"	Wrench, adjustable 12"	Wrench, adjustable 8" or 10"
Safety strap	Adjustable (pump) pliers 10"	

7.2 In addition, effective with the first pay date following City Council approval of the MOU, the City will provide a boot allowance of $500.00 per calendar year to all classifications within the bargaining unit except those listed below. The boot allowance will be paid bi-weekly as part of a regular paycheck.

No boot allowance will be provided for the following classifications:

- Operations Supervisor
- Distribution Operators I/II
- Electrical Engineering Technician
- Senior Engineer Technician

7.3 The tools described in Section 7.1 will be furnished in accordance with the following controls:

. Each employee will be responsible for the care, preservation, and proper use of tools and equipment issued to him/her. Tools and equipment lost or damaged through improper use will be replaced at the employee's expense.

. All unsafe, broken, or worn out tools will be replaced on an exchange basis.

7.4 The City shall provide uniforms for all field employees that conform to regulatory standards. Newly hired employees in the following classifications will be provided with nine (9) pairs of pants; twelve (12) shirts; two (2) sweatshirts/vests; and, one (1) jacket:

Apprentice Substation Technician
Construction & Maintenance Supervisor
Electric Lineman Apprentice I/II
Electric Lineman/Linewoman
Electric Foreman
Electric Troubleshooter
Troubleshooting Supervisor
Substation/Metering Supervisor

Substation Technician
Electrician
Metering Technician
Utility Equipment Specialist
Electric Materials Technician
Utility Warehouse Supervisor

7.5 Damaged, torn or excessively worn uniforms will be replaced as needed. Upon separation from employment with the City, all City purchased uniform items that have the City of Lodi logo on them must be returned to the City.

7.6 All new clothing purchased after March 11, 2020 will have the 3 inch "City of Lodi Electric Utility" logo(s) added on left or right chest area and "IBEW Local 1245" in ¾" block letter on upper sleeve for union members in the appropriate thread to conform to regulatory standards.

7.7 All on-line purchases must be approved by the Electric Utility Superintendent or Department Head prior to ordering.

7.8 The Approved City of Lodi Electric Utility logo must be visible and clearly identifiable at all times throughout the course of the normal workday (avoid busy print clothing). All sweatshirts, jackets, and traffic vests must have logos.

NOW THEREFORE, City and IBEW agree to amend Article 36.1 as follows:

ARTICLE XXXVI - EMPLOYEE REPRESENTATION

36.1 This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of Lodi (hereinafter referred to as City) and representatives of the International Brotherhood of Electrical Workers, Electric Utility Unit, Local 1245 (hereinafter referred to as IBEW Local 1245).

The parties to this MOU acknowledge and agree that this MOU constitutes the result of Meeting and Conferring in good faith as contemplated by Section 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. If the City intends to change a matter within the scope of representation under the Meyers-Milias-Brown Act (MMBA) which is not covered by this MOU, it shall notify the IBEW Local 1245. If the IBEW Local 1245 wishes to negotiate over such a matter, it shall notify the City within ten (10) work days of notice, and the parties shall commence negotiations within ten work days of the IBEW Local 1245's notification. If the IBEW Local 1245 does not respond within ten work days of the City's notification, the City will have no further obligation to negotiate over the matter.

The terms and conditions of this MOU are applicable to those employees in bargaining unit classifications represented by IBEW Local 1245. Those classifications are as follows:

- Apprentice Substation Technician

- Construction/Maintenance Supervisor
- Electric Distribution Operator I
- Electric Distribution Operator II
- Electric Distribution Operator Supervisor
- Electric Foreman/Forewoman
- Electric Groundworker
- Electric Line Apprentice I
- Electric Line Apprentice II
- Electric Lineman/Linewoman
- Electric Materials Technician
- Electric Troubleshooter
- Electrical Engineering Technician
- Electrician
- Lead Electrician
- Metering Technician
- Senior Electrical Engineering Technician
- Substation Technician
- Substation/Metering Supervisor
- Troubleshooting Supervisor
- Utility Equipment Specialist
- Utility Warehouse Supervisor

The terms and conditions of this MOU are applicable to the above-enumerated classes which constitute the Unit represented by the IBEW Local 1245.

36.2 Upon written notification from the Union of signed authorization by the employee, the City shall deduct monthly membership dues or fees from the employee's wages and remit said dues or fees to IBEW Local 1245.

The IBEW Local 1245 shall indemnify the City against any claims made and against any suit instituted against the City by said employee for deductions of monthly dues or fees based on reliance of information provided by the Union. In addition, the IBEW Local 1245 shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

36.3 The City shall begin deductions of dues or fees in the amount prescribed by IBEW Local 1245 in the first full payroll period after receipt of written certification of employee authorization from IBEW Local 1245. Deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall direct employee requests to cancel or change deductions to IBEW Local 1245 and shall rely on information provided by IBEW Local 1245 regarding whether deduction for IBEW Local 1245 were properly canceled or changed.

36.4 Changes in the IBEW Local 1245 membership dues rate shall be certified to the City in writing over the signature of the Business Representative. The change will be implemented in the first full payroll period after receipt of the notification.

36.5 The City and the IBEW Local 1245 agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document (i.e. policy manual) is controlling.

All other provisions of the MOU remain in full force and effect.

CITY OF LODI,
a municipal corporation

_____
James Lindsay Date
Interim City Manager

_____
Cristina Gonzales Date
Interim Human Resources Manager

ATTEST:

_____
Olivia Nashed Date
City Clerk

APPROVED AS TO FORM:

_____
Katie O. Lucchesi Date
City Attorney

IBEW

_____
Sheila Lawton Date
Assistant Business Manager

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND LOCAL 1245 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS THROUGH A SIDE-LETTER AGREEMENT TO AMEND BENEFITS AND INCLUDE THE CLASSIFICATION OF APPRENTICE SUBSTATION TECHNICIAN

==========

WHEREAS, the Lodi City Council approved a successor Memorandum of Understanding ("MOU") with Local 1245 International Brotherhood of Electrical Workers ("IBEW") that has a term of January 1, 2025 through December 31, 2028; and

WHEREAS, representatives from the City and IBEW have agreed to amend the benefits provided to their employees by creating a cafeteria plan that is in accordance with CalPERS and Internal Revenue Code Section 125; to increase the City's contribution towards medical premiums; to eliminate the CalPERS employee cost-sharing; and, agree that the City will not be implementing a Health Reimbursement ("HRA") plan, pursuant to Article 20.5 of the MOU; and

WHEREAS, representatives from the City and IBEW wish to include the classification of Apprentice Substation Technician in the IBEW MOU, that was not included as a result of a scrivener's error; and

WHEREAS, the City and IBEW wish to enter into Side-Letter Agreements amending the IBEW MOU, effective January 1, 2025, attached as Attachment 1 and Attachment 2 to this Resolution; and

WHEREAS, it is recommended that Council approve the revisions to the MOU with IBEW through Side-Letter Agreements to amend benefits and to include the classification of Apprentice Substation Technician.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby approve the attached Side-Letter Agreement (Attachment 1) between the City of Lodi and IBEW; and

BE IT FURTHER RESOLVED by the Lodi City Council that it does hereby approve the attached Side-Letter Agreement (Attachment 2) between the City of Lodi and IBEW.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Jennifer Fontanilla, Library Director, Including Future Wage Adjustments to Bring the Library Director's Base Salary to $172,010 Annually, effective January 4, 2027, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
James Lindsay, Interim City Manager

RECOMMENDED ACTION:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Jennifer Fontanilla, Library Director, Including Future Wage Adjustments to Bring the Library Director's Base Salary to $172,010 Annually, effective January 4, 2027, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums.

BACKGROUND INFORMATION:
The City of Lodi has negotiated successor Memorandums of Understanding ("MOUs") with several of the represented bargaining units that include equity adjustments, cost-of-living adjustments, increased City contribution towards medical premiums, and elimination of the CalPERS cost-sharing contributions.

Equity adjustments for other Department Head classifications were recommended based on market median of the City's comparable agencies. The total compensation data for other Department Head classifications was refreshed in October 2025. The City's consultant was unable to provide comparable data for the Library Director classification due to an insufficient number of comparators. City staff will work to identify comparator agencies for a total compensation study for the Library Director classification and may bring an item to Council for an equity adjustment in the future, if it is determined that Lodi's Library Director salary is below market median.

The City Manager has completed negotiations with the Library Director and have negotiated amendments to the Library Director's employment agreement, similar to those provided to other represented employees, as follows:

- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating employee cost-sharing of six percent (6%), effective July 6, 2026:

  - Classic Contribution seven percent (7%)
  - PEPRA Contribution of 50% of normal cost
- City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the Library Department's next highest paid executive or mid manager, including incentive pay.
- If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.

The current salary for the Library Director is $167,000. The agreed upon cost-of-living increase of three percent (3%), effective the first full pay-period in January 2027 will bring the Library Director's salary to $172,010.

FISCAL IMPACT:
The recommended salary adjustment will result in an approximate increase of $5,000 annually. Sufficient funds will be allocated within the next fiscal year's budget for this adjustment.

FUNDING AVAILABLE:
12090000.71001

EMPLOYMENT AGREEMENT ADDENDUM

Executive Management
Exempt Service

Library Director

THIS EMPLOYMENT AGREEMENT ADDENDUM ("Addendum") made and effective this _____, 2026, by and between the CITY OF LODI, a municipal corporation ("City") and Jennifer Fontanilla, an individual ("Employee").

WHEREAS, the City and Employee entered into an Employment Agreement dated June 9, 2025, as shown in Exhibit "A" attached hereto and incorporated herein by this reference ("Agreement"); and

WHEREAS, on February 18, 2026, the City Council approved Resolution 2026-__, attached hereto as Exhibit "B" which authorized cost of living increases of three percent (3%) effective the first full pay period in January 2027, and January 2028; and amendments to Employee's benefits as listed below; and

WHEREAS, the City and Employee now wish to execute this Addendum agreeing and acknowledging the salary and benefit increases in Resolution 2026-__ and update the Agreement language to reflect these changes.

Agreement

City and Employee hereby acknowledge and agree that the Agreement shall be updated to reflect the increases to Employee's salary and benefits as approved and adopted by the City Council in Resolution 2026-__, as follows:

7. Salary:

(a) City agrees to pay Employee $167,000 in salary per year for her services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay seven percent (7%) (Employee's share) of her salary toward the California Public Employees Retirement system benefit and agrees to a cost-sharing agreement and will pay an additional six percent (6%) towards the employer's share of CalPERS normal pension cost. Effective July 6, 2026, the employee's cost-sharing contribution (pursuant to California Government Code section 20516) of six percent (6%), as listed above, shall be eliminated.

(b) In addition, the Library Board of Trustees will have discretion to grant up to a five percent (5%) salary increase twelve months after the execution of this Agreement, subject to a satisfactory performance evaluation.

(c) Future annual adjustments to Employee's salary shall be set by the Library Board of Trustees and approved by City Council action, and shall include a three percent (3%) wage increase at the first full pay-period in January 2027 and another three percent (3%) wage increase at the first full pay-period in January 2028.

(d) City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the Library Department's next highest paid executive or mid manager, including incentive pay.

(e) If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.

8. Benefits:

(a) The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as hereafter amended, increased or decreased, except as modified herein. Employee's vacation leave shall be calculated as if she is in her 10th year of service with the City (accrued at 4.62 hours per pay-period), increasing thereafter as provided in the Executive Management Statement of Benefits. Employee shall be granted an eighty (80) hour leave bank that can only be used during Employee's first 12-months of employment, this additional leave bank shall expire upon Employee's first anniversary with the City (i.e., June 9, 2026).

Effective January 1, 2026, the City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240. Employee shall be responsible for ten percent (10%) of the medical premium for the lowest cost HMO plan available in the zip code 95240. If employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction.

If Employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

(b) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the Library Board of Trustees and City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long-term disability insurance, life insurance, and deferred compensation.

NOW, THEREFORE, the parties hereby agree and acknowledge cost of living increases in January 2027 and 2028, amendments to CalPERS cost-sharing, and the City's contribution towards medical insurance, as approved by the City Council in Resolution 2026-__, and confirm that all other terms and conditions remain as previously set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement the day and year written above.

EMPLOYEE

By: _____
Jennifer Fontanilla

CITY OF LODI, a municipal corporation

By: _____
Brian Campbell
Board Member
Lodi Public Library Board of Trustees

ATTEST:

By: _____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

By: _____
Katie O. Lucchesi
City Attorney KL

Acknowledgment of consistency with existing HR practices

By: _____
James Lindsay
Interim City Manager

EMPLOYMENT AGREEMENT

Executive Management
(Exempt Service)

Library Director

This Employment Agreement ("Agreement") is made and entered into as of June 9, 2025, by and between the City of Lodi, a municipal corporation by and through its Library Board of Trustees (hereinafter collectively referred to as "City") and Jennifer N. Fontanilla an individual (hereinafter referred to as "Employee") (City and Employee hereinafter referred to individually as "Party" or collectively as the "Parties").

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for her to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. **Employment:** City agrees to employ Employee as Library Director, in accordance with the following provisions:

(a) Employee shall serve as Library Director, and shall be responsible for managing and directing the operations of the Library in accordance with an agreed upon performance plan.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate her full energies and qualifications to her employment as Library Director, and shall not engage in any other employment except for her role as an adjunct professor for San Joaquin Delta College (hereinafter referred to as Delta College) and so long as such role does not conflict with her duties and obligations as Library Director and such that her work conducted on behalf of Delta College is done outside of her working hours for the Library as set forth in this agreement or as may be specifically approved in writing in advance by the Library Board of Trustees.

2. **Start Date:** Employee shall begin work as Library Director on June 10, 2025.

3. **Maintenance of Professional Expertise**: To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. **Resignation, or Termination:**

(a) Employee may resign at any time and agrees to give City at least 30 days advance written notice of the effective date of her resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The Parties recognize and affirm that Employee may be terminated by the Library Board of Trustees or the City Manager of the City of Lodi ("City Manager") with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to her, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The Parties recognize and affirm that Employee may be terminated by the Library Board of Trustees or City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee, the Library Board of Trustees, and City Manager shall prepare a joint public statement to be made by the Library Board. This employment relationship is based on the mutual respect between the Parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the Parties' employment relationship and the circumstances under which it may have been severed, the Parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either Party.

(e) Employee may choose to resign or retire her office instead of being terminated if agreed to by the Library Board of Trustees or the City Manager. In such an event the public announcement, as provided for in Paragraph 4 (d) above, will note Employee has resigned or retired. The provisions of Paragraph 4 (d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. **Severance Pay:** If Employee is terminated by the Library Board of Trustees or the City Manager without cause while still willing and able to perform the duties of Library Director, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5 (collectively "Severance Payment"). The Severance Payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six-month Severance Payment period, any remaining Severance Payment will be forfeited as of the date Employee begins her new employment. To be eligible for such Severance Payment, Employee shall fulfill all of her obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City in a form acceptable to the City Attorney. Severance Payment under this paragraph will release City from any further obligations under this Agreement and any other transaction between the Parties.

6. **Employment as Department Head is Sole Employment with City:** Employee further represents and acknowledges that her employment as Library Director is her sole and exclusive employment with the City. Employee has no right to any other exempt position with the City or to any employment in the classified service. Employee also acknowledges her role as an adjunct professor for Delta College.

7. **Salary**:

(a) City agrees to pay Employee $167,000 in salary per annum for her services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay seven percent (7%) (Employee's share) of her salary toward the California Public

Employees Retirement system benefit and agrees to a cost-sharing agreement and will pay an additional six percent (6%) towards the employer's share of CalPERS normal pension cost.

(b) In addition, the Library Board of Trustees will have discretion to grant up to a five percent (5%) salary increase twelve months after the execution of this Agreement, subject to a satisfactory performance evaluation.

8. Benefits:

(a) The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as hereafter amended, increased or decreased, except as modified herein. Employee's vacation leave shall be calculated as if she is in her 10th year of service with the City (accrued at 4.62 hours per pay-period), increasing thereafter as provided in the Executive Management Statement of Benefits. Employee shall be granted an eighty (80) hour leave bank that can only be used during Employee's first 12-months of employment, this additional leave bank shall expire upon Employee's first anniversary with the City (i.e., June 9, 2026).

(b) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the Library Board of Trustees and City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long-term disability insurance, life insurance, and deferred compensation.

9. Cell Phone/Vehicle: Employee will be provided with a Cell Phone for employment related use at the City's expense or a monthly stipend, at Employee's option, on terms consistent with other Executive Managers. Employee will also be provided with access to City Manager Pool Car for work related use on an as available basis.

10. Performance Evaluation: The Library Board of Trustees and City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the Library Board of Trustees and City Manager.

11. Assignment: Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the Library Board of Trustees and City Manager.

12. Authority to Work in the United States: Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

[The balance of this page is intentionally left blank.]

13. **Notice:** All notices required herein shall be sent first class mail to the parties as follows:

To **CITY:**

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE:**

Jennifer Fontanilla
[redacted]

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

14. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the Library Board of Trustees in open session.

15. **Severability:** If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

EMPLOYEE

By: _____
Jennifer Fontanilla

CITY OF LODI, a municipal corporation

By: _____
~~Brian Campbell~~ CAITLIN CASEY
~~Board Chair~~ BOARD MEMBER
Lodi Public Library Board of Trustees

ATTEST:

By: _____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

By: _____
Katie O. Lucchesi
City Attorney

Acknowledgment of consistency with existing HR practices

By: _____
James Lindsay
Acting City Manager

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN ADDENDUM TO THE EMPLOYMENT AGREEMENT FOR THE LIBRARY DIRECTOR

==========

WHEREAS, following the City's negotiations with various represented bargaining unit employees the Interim City Manager and Jennifer Fontanilla, Library Director have negotiated in good faith and reached a tentative agreement on amendments to the Employment Agreement for the Library Director; and

WHEREAS, based on those negotiations, it is recommended that Council approve revisions to the Employment Agreement with Jennifer Fontanilla, Library Director to include the following:

- A three percent (3%) cost-of-living increase effective the first full pay-period in January 2027 (Annual salary of $172,010);
- An additional three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating the six percent (6%) employee cost-sharing, effective July 6, 2026:
    - Classic Contribution seven percent (7%)
    - PEPRA Contribution of 50% of normal cost

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby approve and authorize the Interim City Manager to execute the attached Addendum to the Employment Agreement (Attachment 1) between the City of Lodi and Jennifer Fontanilla, Library Director, to reflect the salary and benefit updates listed in the recitals above.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Christina Jaromay, Parks, Recreation and Cultural Services Director, Including Future Wage Adjustments to Bring the PRCS Director's Base Salary to $219,390 Annually, effective January 4, 2027, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
James Lindsay, Interim City Manager

RECOMMENDED ACTION:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Christina Jaromay, Parks, Recreation and Cultural Services Director, Including Future Wage Adjustments to Bring the PRCS Director's Base Salary to $219,390 Annually, effective January 4, 2027, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums.

BACKGROUND INFORMATION:
The City of Lodi has negotiated successor Memorandums of Understanding ("MOUs") with several of the represented bargaining units that include equity adjustments, cost-of-living adjustments, increased City contribution towards medical premiums, and elimination of the CalPERS cost-sharing contributions.

The City Manager has completed negotiations with the PRCS Director and have negotiated amendments to the PRCS Director's employment agreement, similar to those provided to other represented employees, as follows:

- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating employee cost-sharing of six percent (6%), effective July 6, 2026:
    - Classic Contribution seven percent (7%)
    - PEPRA Contribution of 50% of normal cost
- If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.
- Upon City Council's approval of appointment to City Treasurer, Employee shall receive a 10% temporary upgrade until such a time as a new City Treasurer is appointed by City Council.

The current salary for the PRCS Director is $213.000 annually. The agreed upon cost-of-living increase of

three percent (3%), effective the first full pay-period in January 2027 will bring the PRCS Director's salary to $219,390.

FISCAL IMPACT:
The recommended salary adjustment will result in an approximate increase of $6,400 annually. Sufficient funds will be allocated within the next fiscal year's budget for this adjustment.

FUNDING AVAILABLE:
20070001.71001

EMPLOYMENT AGREEMENT ADDENDUM

Executive Management
Exempt Service

Parks, Recreation and Cultural Services Director

THIS EMPLOYMENT AGREEMENT ADDENDUM ("Addendum") made and effective this _____, 2026, by and between the CITY OF LODI, a municipal corporation ("City") and Christina Jaromay, an individual ("Employee").

WHEREAS, the City and Employee first entered into an Employment Agreement dated June 3, 2021, updated by City Council Resolution 2022-306, Amendment to Employment Agreement dated May 20, 2025, and an Amended and Restated Employment Agreement dated September 9, 2025, collectively shown in Exhibit "A" attached hereto and incorporated herein by this reference (referred to collectively as the "Agreement"); and

WHEREAS, on February 18, 2026, the City Council approved Resolution 2026-__, attached hereto as Exhibit "B" which authorized cost of living increases of three percent (3%) effective the first full pay period in January 2027, and January 2028; and amendments to Employee's benefits as listed below; and

WHEREAS, the City and Employee now wish to execute this Addendum agreeing and acknowledging the salary and benefit increases in Resolution 2026-__ and update the Agreement language to reflect these changes.

Agreement

City and Employee hereby acknowledge and agree that the Agreement shall be updated to reflect the increases to Employee's salary and benefits as approved and adopted by the City Council in Resolution 2026-__ , as follows:

7. Salary:

(a) Effective July 1, 2025, City agrees to pay Employee $213,000.00 in salary per year for her services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay seven percent (7%) (Employee's share) of her salary towards the California Public Employees Retirement system benefit and agrees to a cost-sharing agreement and will pay an additional five percent (5%) towards the employer's share of CalPERS normal pension cost, and agrees to an additional one percent (1%) contribution effective January 10, 2022 (for a total of thirteen percent 13% employee contribution). Effective July 6, 2026, the employee's cost-sharing contribution (pursuant to California Government Code section 20516) of six percent (6%), as listed above, shall be eliminated.

(b) Future annual adjustments to Employee's salary shall be set by City Council action, and shall include a three percent (3%) wage increase at the first full pay-period in January 2027 and another three percent (3%) wage increase at the first full pay-period in January 2028.

(c) If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.

(d) Upon City Council's approval of appointment to City Treasurer, Employee shall receive a 10% temporary upgrade until such a time as a new City Treasurer is appointed by City Council.

8. Benefits:

The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as may from time to time be amended, increased or decreased, except as modified herein. Employee's vacation leave shall be calculated as if she is in her 10th year of service with the City (accrued at 4.62 hours per pay period and increasing to 5.23 hours after two years of employment with the City of Lodi, and to 6.16 hours per pay period after five years of employment with the City of Lodi), as provided in the Executive Management Statement of Benefits. Employee shall be granted an eighty (80) hour leave bank that can only be used during Employee's first 12 months of employment, this additional leave bank shall expire upon Employee's first anniversary with the City.

Effective January 1, 2026, the City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240. Employee shall be responsible for ten percent (10%) of the medical premium for the lowest cost HMO plan available in the zip code 95240. If employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction.

If Employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

(a) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long-term disability insurance, life insurance, and deferred compensation.

NOW, THEREFORE, the parties hereby agree and acknowledge cost of living increases in January 2027 and 2028, amendments to CalPERS cost-sharing, and the City's contribution towards medical insurance, as approved by the City Council in Resolution 2026-__, and confirm that all other terms and conditions remain as previously set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement the day and year written above.

CITY OF LODI, a municipal corporation

By: _____
JAMES LINDSAY
Interim City Manager

EMPLOYEE

By: _____
CHRISTINA JAROMAY

ATTEST:

By: _____
OLIVIA NASHED
City Clerk

APPROVED AS TO FORM:

_____
KATIE O. LUCCHESI
City Attorney
KL

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

Executive Management
(Exempt Service)

Parks Recreation and Cultural Services Director

THIS AMENDED AND RESTATED AGREEMENT entered into on September 9th 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and CHRISTINA JAROMAY, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee desires to be employed as Parks, Recreation and Cultural Services Director ("PRCS Director") and City desires to employ the services of Employee as PRCS Director; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as PRCS Director; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as PRCS Director is her sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. Employment: City agrees to employ Employee as PRCS Director, in accordance with the following provisions:

(a) Employee shall serve as PRCS Director, and shall be responsible for managing and directing the operations of the Parks, Recreation and Cultural Services Department (PRCS) in accordance with an agreed upon performance plan.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate her full energies and qualifications to her employment as PRCS Director, and shall not engage in any other employment except as may be specifically approved in writing, in advance, by the City Manager.

2. Start Date: Employee began work as PRCS Director on June 7, 2021.

3. Maintenance of Professional Expertise: To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to Parks, Recreation and Cultural Services administration and related professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. Resignation or Termination:

(a) Employee may resign at any time and agrees to give City at least 30-days advance written notice of the effective date of her resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to her, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire her office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4(d) above, will note Employee has resigned or retired. The provisions of Paragraph 4(d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. Severance Pay: If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of PRCS Director, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six-month severance period, any remaining severance payment will be forfeited as of the date Employee begins her new Employment. To be eligible for such severance pay, Employee shall fulfill all of her obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims

against the City. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. Employment as Department Head is Sole Employment with City: Employee further represents and acknowledges that her employment as PRCS Director is her sole and exclusive employment with the City. Employee has no right to any other exempt position with the City, or to any employment in the classified service.

7. **Salary**:

(a) City agrees to pay Employee $213,000[1] in salary per year for her services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees.

(b) City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the PRCS Department's next highest paid executive or mid manager, including incentive pay.

(c) If assigned by the City Manager to an additional Director position or to a different vacant or Director position, for more than two consecutive weeks, Employee shall receive up to a 10% increase to her annual salary for the period serving in this status

8. **Benefits**:

The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as may from time to time be amended, increased or decreased, except as modified herein. Employee's vacation leave shall be calculated as if she is in her 15th year of service with the City (accrued at 6.16 hours per pay period), increasing thereafter as provided in the Executive Management Statement of Benefits.

(a) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long-term disability insurance, life insurance, and deferred compensation.

9. Performance Evaluation: The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

[1] This base salary was updated to be consistent with median total compensation of the City's comparator agencies as of August 2025.

10. **Assignment**: Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

11. **Authority to Work in the United States**: Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

12. **Cell Phone**: Employee will be provided with a Cell Phone for employment related use at the City's expense or a Cell Phone stipend on terms consistent with other Executive Managers.

13. **Notice**: All notices required herein shall be sent first class mail to the parties as follows:

To **CITY**: City of Lodi
City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE**: Christina Jaromay
[redacted]

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

14. **Entire Agreement**: This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

15. **Severability**: If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

CITY OF LODI, a municipal corporation

By: Cameron Bregman

Cameron Bregman
Mayor

EMPLOYEE

By: _____

Christina Jaromay

ATTEST:

By: Olivia Nashed

Olivia Nashed
City Clerk

APPROVED AS TO FORM:

By: Katie Lucchesi

Katie O. Lucchesi
City Attorney

RESOLUTION NO. 2025-158

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT WITH CHRISTINA JAROMAY, FOR A SALARY INCREASE TO $213,000, RETROACTIVE TO JULY 1, 2025

==========

WHEREAS, Christina Jaromay joined the City in 2021 as the Parks, Recreation and Cultural Services Director and has provided direct oversight of program planning, fiscal management, administration and operations of the City of Lodi's parks and outdoor spaces, Hutchins Street Square, Lodi Lake and 30+ parks, sports, aquatics, recreation and enrichment programming; and

WHEREAS, Ms. Jaromay supports and liaises with the Parks and Recreation Commission, Youth Commission, Senior Commission, and Arts Commission; and

WHEREAS, Ms. Jaromay has overseen capital project planning and implementation of over $17.6 million in improvements to the City's park system; and

WHEREAS, Ms. Jaromay has also served as the Council appointed Lodi Interim City Manager, and is currently managing two City Departments, Internal Services and Parks, Recreation and Cultural Services; and

WHEREAS, the current salary for Parks, Recreation and Cultural Services Director is $190,247, which is approximately 12% below the $212,675 median salary for this classification among and should be similar to the salary of comparable agencies for which the City competes for employees.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager to execute an Amended and Restated Employment Agreement with Christina Jaromay, for a salary increase to $213,000, retroactive to July 1, 2025.

Dated: September 3, 2025

==========

I hereby certify that Reso ution No. 2025-158 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 3, 2025, by the following votes:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Yepez

ABSTAIN: COUNCIL MEMBERS – None

Olivia Nashed

OLIVIA NASHED
City Clerk

2025-158

Signature: Katie Lucchesi (Sep 9, 2025 13:11:12 PDT)

Email: klucchesi@lodi.gov

Signature: Carmen Bregman (Sep 9, 2025 13:17:19 PDT)

Email: cbregman@lodi.gov

AMENDMENT TO EMPLOYMENT AGREEMENT

FOR TEMPORARY APPOINTMENT TO ACTING CITY MANAGER

WITH REVISION TO PARKS RECREATION AND CULTURAL SERVICES DIRECTOR POSITION

AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is entered into on May 20, 2025, by and between the CITY OF LODI, a municipal corporation ("City") and CHRISTINA JAROMAY, an individual ("Employee").

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement dated June 3, 2021 ("Agreement"), for employee's services as the City's Parks, Recreation and Cultural Services Director ("PRCS Director"), a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, on April 11, 2025, the City Council appointed Employee to temporarily serve as the Acting City Manager ("Acting Appointment") effective at 11:00 a.m. that same day, April 11, 2025, unless and until the City Council takes subsequent action to appoint an alternate candidate to serve in the Acting City Manager position; and

WHEREAS, the City Council recognizes that in accepting the Acting Appointment, Employee has agreed to dedicate significant additional time and effort, and undertake supplemental duties, responsibilities, tasks, functions, and obligations required of the Acting City Manager role, that far exceed the services expected of the PRCS Director, and therefore desires to temporarily increase Employee's salary as compensation for the out of class work performed during the Acting Appointment term; and

WHEREAS, the parties desire to enter into this Amendment to acknowledge City Council's approval of Employee's Acting Appointment and expanded duties arising therefrom, and to authorize a temporary pay increase for Employee to apply retroactively to the start of the effective date and time of the Acting Appointment; and

WHEREAS, the City Council and Employee both agree that upon termination of the Acting Appointment, Employee will return to her role as PRCS Director under the original Agreement terms and her salary shall return to her PRCS Director base salary of $190,247.00 annually.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and as approved by the City Council on May 7, 2025, the City and Employee mutually agree as follows:

I. Recitals Incorporated.

The recitals set forth above are hereby incorporated into this Amendment by this reference.

II. Amendment to the Agreement to Account for Acting Appointment.

The City and Employee agree to amend the Agreement to acknowledge Employee's temporary appointment as Acting City Manager, as written in the following sections below:

1. Employment: City agrees to employ Employee as follows:

(a) Employee shall temporarily serve as Acting City Manager during the full term of the Acting Appointment and shall be the administrative head of the City government under the direction and control of the City Council. Upon expiration of the Acting Appointment term, Employee shall return to service as the City's PRCS Director, and shall be responsible for managing and directing the operations of the PRCS Department in accordance with an agreed upon performance plan.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate her full energies and qualifications to her employment for the City, and shall not engage in any other employment except as may be specifically approved in writing, in advance, by the City Council.

2. Start Date and Acting Appointment Term: Employee began work with the City as Parks, Recreation and Cultural Services Director on June 7, 2021.

On April 11, 2025, the City Council temporarily appointed Employee to the Acting City Manager role effective at 11:00 a.m. that same day, for a term that shall continue unless and until the effective date and time of a new Acting City Manager appointment by the City Council, unless earlier terminated in accordance with Paragraph 4 below, or as otherwise modified by mutual written agreement between Employee and the City Council ("Acting Appointment").

5. Severance Pay: If Employee is terminated without cause while still willing and able to perform the duties of PRCS Director, City agrees to pay Employee a cash payment equal to six (6) months' aggregate PRCS Director salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six-month severance period, any remaining severance payment will be forfeited as of the date Employee begins her new Employment. To be eligible for such severance pay, Employee shall fulfill all of her obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City, Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties,

6. Employment is Sole Employment with City: Employee further represents and acknowledges that her employment as Acting City Manager during the Acting Appointment, and PRCS Director thereafter, is her sole and exclusive employment with the City. Employee has no right to any other exempt position with the City, or to any employment in the classified service.

7. Salary:

a) City agrees to pay Employee the base salary of $291,200.00 per year for her services as Acting City Manager, which shall be retroactively applied to the effective date and time of the Acting Appointment term. Upon expiration of the Acting Appointment, Employee's base salary shall return to the PRCS Director's base salary of $190,247.00.

b) Employee's salary shall be payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees, In addition, Employee shall pay seven percent (7%) (Employee's share) of her salary towards the California Public Employees Retirement system benefit and agrees to a cost sharing agreement and will pay an additional live percent (5%) towards the employer's share of CalPERS normal pension cost, and agrees to an additional one percent (1%) contribution effective January 10, 2022 (for a total of thirteen percent 13% employee contribution).

c) City agrees to maintain a minimum ten percent (10%) salary differential between Employee base salary and the PRCS Department's next highest paid executive or mid manager, including incentive pay.

III. Remaining Provisions Unchanged.

All Agreement provisions not specifically referenced in Section II of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CITY OF LODI, a municipal corporation

By: _____
Cameron Bregman
Mayor

EMPLOYEE

By: _____
Christina Jaromay

ATTEST:

By: _____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

By: _____
Katie O. Lucchesi
City Attorney KL

Signature: _____
Katie Lucchesi (May 1, 2025 12:25 PDT)

Email: klucchesi@lodi.gov

RESOLUTION NO. 2025-066

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR PARKS RECREATION AND CULTURAL SERVICES DIRECTOR, CHRISTINA JAROMAY, FOR TEMPORARY APPOINTMENT TO ACTING CITY MANAGER

==========

WHEREAS, the Lodi City Council appointed Christina Jaromay to the Acting City Manager position at the Lodi City Council Special Meeting on April 11, 2025 while Council considers the appointment of an Acting City Manager from outside the Agency; and

WHEREAS, Ms. Jaromay currently serves as the Parks Recreation and Cultural Services Director; and

WHEREAS, Ms. Jaromay will retain her existing employment contract rights and obligations, but her scope of work will be modified to allow her to perform the temporary Acting City Manager role; and

WHEREAS, the Lodi City Council recognizes that in accepting the Acting Appointment, Ms. Jaromay has agreed to dedicate significant additional time and effort, and undertake supplemental duties, responsibilities, tasks, functions, and obligations required of the Acting City Manager role that far exceed the services expected of the Parks Recreation and Cultural Services Director; and

WHEREAS, during the temporary appointment of Acting City Manager, Ms. Jaromay will be compensated at the current City Manager annual salary of $291,200.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve Amendment to the Employment Agreement for Parks Recreation and Cultural Services Director, Christina Jaromay, for temporary appointment to Acting City Manager as included in Attachment 1 to this agenda item; and

BE IT FURTHER RESOLVED that Amendment to the Employment Agreement shall take effect April 11, 2025 at 11:00 am.

Dated: May 7, 2025

==========

I hereby certify that Resolution No. 2025-066 was passed and adopted by the Lodi City Council in a regular meeting held May 7, 2025 by the following vote:

AYES: COUNCIL MEMBERS – Craig-Hensley, Hothi, Nakanishi, Yepez and Mayor Bregman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

Olivia Nashed

OLIVIA NASHED
City Clerk

2025-066

EMPLOYMENT AGREEMENT

Executive Management
(Exempt Service)

Parks Recreation and Cultural Services Director

THIS AGREEMENT entered into on June 3, 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and CHRISTINA JAROMAY, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee desires to be employed as Parks, Recreation and Cultural Services Director ("PRCS Director") and City desires to employ the services of Employee as PRCS Director; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as PRCS Director; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as PRCS Director is her sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. **Employment:** City agrees to employ Employee as PRCS Director, in accordance with the following provisions:

(a) Employee shall serve as PRCS Director, and shall be responsible for managing and directing the operations of the Parks, Recreation and Cultural Services Department (PRCS) in accordance with an agreed upon performance plan.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate her full energies and qualifications to her employment as PRCS Director, and shall not engage in any other employment except as may be specifically approved in writing, in advance, by the City Manager.

2. **Start Date:** Employee shall begin work as PRCS Director on June 7, 2021.

3. **Maintenance of Professional Expertise:** To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to Parks, Recreation and Cultural Services administration and related professional disciplines; attend workshops,

seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. **Resignation or Termination:**

(a) Employee may resign at any time and agrees to give City at least 30-days advance written notice of the effective date of her resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to her, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire her office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4(d) above, will note Employee has resigned or retired. The provisions of Paragraph 4(d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. **Severance Pay:** If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of PRCS Director, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six month severance period, any remaining severance payment will be forfeited as of the date Employee begins her new Employment. To be eligible for such severance pay, Employee shall fulfill all of her obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. **Employment as Department Head is Sole Employment with City:** Employee further represents and acknowledges that her employment as PRCS Director is her sole and exclusive employment with the City. Employee has no right to any other exempt position with the City, or to any employment in the classified service.

7. **Salary:**

(a) City agrees to pay Employee $151,117.00 in salary per year for her services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay seven percent (7%) **(Employee's** share) of her salary towards the California Public Employees Retirement system benefit and agrees to a cost-sharing agreement and will pay an additional five percent (5**%) towards the employer's share** of CalPERS normal pension cost, and agrees to an additional one percent (1%) contribution effective January 10, 2022 (for a total of thirteen percent 13% employee contribution).

(b) Employee will receive a five percent (5%) salary adjustment pursuant to City Council Resolution 2020-16, effective January 10, 2022.

(c) City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the P**RCS Department's next highest paid executive or mid manager,** including incentive pay.

8. **Benefits:**

The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as may from time to time be amended, increased or decreased, except as **modified herein. Employee's vacation leave shall be calculated as if** she is in her 15th year of service with the City (accrued at 6.16 hours per pay period), increasing thereafter as provided in the Executive Management Statement of Benefits. Employee shall be granted an eighty (80) hour leave bank that can only be used **during Employee's first 12 months of employment, this** additional **leave bank shall expire upon Employee's first anniversary with the City.**

(a) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long-term disability insurance, life insurance, and deferred compensation.

9. **Performance Evaluation:** The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

10. **Assignment:** Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

11. **Authority to Work in the United States:** Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

12. **Cell Phone**: Employee will be provided with a Cell Phone for employment **related use at the City's expense** or a Cell Phone stipend on terms consistent with other Executive Managers.

13. **Notice:** All notices required herein shall be sent first class mail to the parties as follows:

To **CITY:**

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE:**

Christina Jaromay
[redacted]

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "**Notice**" address by notifying the other party in writing of such change.

14. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

15. **Severability:** If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

EMPLOYEE

By: _____
CHRISTINA JAROMAY

CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

By: _____
JENNIFER CUSMIR
City Clerk

APPROVED AS TO FORM:

By: _____
JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2022-306

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING COMPENSATION AND BENEFIT MODIFICATIONS FOR EXECUTIVE MANAGEMENT EMPLOYEES FOR THE PERIOD JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

==========

WHEREAS, the City has completed negotiations with all bargaining units; and

WHEREAS, it is recommended that Council provide the same salary and benefit modifications to the Executive Management Employee contracts:

- Six percent (6%) increase to base salary effective January 9, 2023; Five percent (5%) increase to base salary, effective January, 8, 2024; and Four percent (4%) increase to base salary, effective January 6, 2025;
- Additional wage increase of one percent (1%) effective January 9, 2023 for the Police Chief;
- Additional wage increase of one point six two percent (1.62%) effective January 9, 2023 for the Electric Utility Director;
- Additional wage increase of three point six two percent (3.62%) effective January 9, 2023 for the Parks, Recreation and Cultural Services Director;
- Additional wage increase of five point one eight percent (5.81%) effective January 9, 2023 for the Library Services Director;
- Additional wage increase of seven point one eight percent (7.18%) effective January 9, 2023 for the Community Development Director;
- Increase to the City's contribution towards medical premiums and remain fixed over the term of the contract:
    - $ 2,005.52 per month for family coverage;
    - $ 1,542.71 per month for employee plus one dependent coverage; and
    - $ 771.35 per month for employee only coverage.
- Increase to the annual maximum dental benefit from $1,000 to $1,250, and the addition of orthodontia benefits for the employees and eligible dependents with a lifetime maximum benefit of $1,250.
- Addition of one fixed holiday in recognition of the Juneteenth holiday.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve compensation and benefit modifications to Executive Management Employee contracts.

Date: December 7, 2022

==========

I hereby certify that Resolution No. 2022-306 was passed and adopted by the Lodi City Council in a regular meeting held December 7, 2022, by the following vote:

AYES: COUNCIL MEMBERS – Hothi, Khan, Kuehne, Nakanishi, and Mayor Chandler

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

Olivia Nashed

OLIVIA NASHED
City Clerk

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN ADDENDUM TO THE EMPLOYMENT AGREEMENT FOR THE PARKS, RECREATION AND CULTURAL SERVICE DIRECTOR

==========

WHEREAS, following the City's negotiations with various represented bargaining unit employees the Interim City Manager and Christina Jaromay, Parks, Recreations and Cultural Services ("PRCS") Director have negotiated in good faith and reached a tentative agreement on amendments to the Employment Agreement for the PRCS Director; and

WHEREAS, based on those negotiations, it is recommended that Council approve revisions to the Employment Agreement with Christina Jaromay, PRCS Director to include the following:

- A three percent (3%) cost-of-living increase effective the first full pay-period in January 2027 (Annual salary of $219,390);
- An additional three percent (3%) cost-of-living increase effective the first full pay-period in January 2028 (Annual salary of $225,971);
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating the six percent (6%) employee cost-sharing, effective July 6, 2026:
    - Classic Contribution seven percent (7%)
    - PEPRA Contribution of 50% of normal cost
- Upon City Council's approval of appointment to City Treasurer, Employee shall receive a 10% temporary upgrade until such a time as a new City Treasurer is appointed by City Council.

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby approve and authorize the Interim City Manager to execute the attached Addendum to the Employment Agreement (Attachment 1) between the City of Lodi and Christina Jaromay, PRCS Director, to reflect the salary and benefit updates listed in the recitals above.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Jeffrey Berkheimer, Electric Utility Director, Including Future Cost of Living Increases, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
James Lindsay, Interim City Manager

RECOMMENDED ACTION:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Jeffrey Berkheimer, Electric Utility Director, Including Future Cost of Living Increases, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums.

BACKGROUND INFORMATION:
The City of Lodi has negotiated successor Memorandums of Understanding ("MOUs") with several of the represented bargaining units that include equity adjustments, cost-of-living adjustments, elimination of the CalPERS cost-sharing contributions, and increased City contribution towards medical premiums. Mr. Berkheimer's Employment Agreement was amended in January 2025 to provide a salary equity increase; however, the amendment did not include future cost-of-living increases or modifications to benefits.

The City Manager has completed negotiations with the Electric Utility Director and have negotiated amendments to the Electric Utility Director's employment agreement, similar to those provided to other represented employees, as follows:

- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating employee cost-sharing of six percent (6%), effective July 6, 2026:
    - Classic Contribution seven percent (7%)
    - PEPRA Contribution of 50% of normal cost
- If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.

The current salary for the Electric Utility Director is $342,028 annually. A single salary amount, as opposed to a salary range considered in 2025, is consistent with other Department Director salaries. The three percent

(3%) cost of living increase effective in January 2027 will bring the Electric Utility Director's annual salary to $352,289.

FISCAL IMPACT:
Sufficient funds will be allocated within the fiscal year's budget for the benefit modifications and for future cost-of-living increases.

FUNDING AVAILABLE:
50060001.71001

EMPLOYMENT AGREEMENT ADDENDUM

Executive Management
Exempt Service

Electric Utility Director

THIS EMPLOYMENT AGREEMENT ADDENDUM ("Addendum") made and effective this _____, 2026, by and between the CITY OF LODI, a municipal corporation ("City") and Jeffrey Berkheimer, an individual ("Employee").

WHEREAS, the City and Employee entered into an Employment Agreement dated July 19, 2019, as shown in Exhibit "A" attached hereto and incorporated herein by this reference ("Agreement"); and

WHEREAS, on February 18, 2026, the City Council approved Resolution 2026-__, which authorized cost of living increases of three percent (3%) effective the first full pay period in January 2027, and January 2028; and amendments to Employee's benefits as listed in Section 8 below; and

WHEREAS, the City and Employee now wish to execute this Addendum agreeing and acknowledging the salary and benefit increases in Resolution 2026-__ and update the Agreement language to reflect these changes.

Agreement

City and Employee hereby acknowledge and agree that the Agreement shall be updated to reflect the increases to Employee's salary and benefits as approved and adopted by the City Council in Resolution 2026-__ , as follows:

7. Salary:

(a) City agrees to pay Employee $342,028.00 in salary per year for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding.

(b) Future annual adjustments to Employee's salary shall be set by City Council action, and shall include a three percent (3%) wage increase at the first full pay-period in January 2027 and another three percent (3%) wage increase at the first full pay-period in January 2028.

(c) If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.

8. Benefits:

The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits dated 2012, and as may from time to time be amended by the City Council, Increased or decreased, except as modified herein ("Executive Statement of Benefits"). These are the sole end exclusive benefits to be provided to Employee. Any Improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision Insurance, health Insurance, dental insurance, and life insurance. Employee

shall receive a bank of 40 hours of vacation leave concurrent with his start date that can only be used during Employee's first 12-months of Employment. Employee's vacation leave shall be calculated as if he were in his sixth year of continuous service to the City (I.e. Employee will accrue 120.12 hours of paid vacation leave per calendar year), increasing from there as provided in the Executive Management Statement of Benefits.

Effective January 1, 2026, the City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240. Employee shall be responsible for ten percent (10%) of the medical premium for the lowest cost HMO plan available in the zip code 95240. If employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction.

If Employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount PERS requires. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPRA). In addition, in accordance with California Government Code section 20516 contract amendment process requirements, Employee shall pay six percent (6%) towards the employer's share of the CalPERS normal pension cost through a cost-sharing agreement. Effective July 6, 2026, the employee's cost-sharing contribution (pursuant to California Government Code section 20516) of six percent (6%), as listed above, shall be eliminated.

NOW, THEREFORE, the parties hereby agree and acknowledge cost of living increases in January 2027 and 2028, amendments to CalPERS cost-sharing, and the City's contribution towards medical insurance, as approved by the City Council in Resolution 2026-__, and confirm that all other terms and conditions remain as previously set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement the day and year written above.

CITY OF LODI, a municipal corporation

By: _____
JAMES LINDSAY
Interim City Manager

ATTEST:

By: _____
OLIVIA NASHED
City Clerk

EMPLOYEE

By: _____
JEFFREY BERKHEIMER

APPROVED AS TO FORM:

_____
KATIE O. LUCCHESI
City Attorney
KL

EMPLOYMENT AGREEMENT

Executive Management
(Exempt Service)

Electric Utility Director

THIS AGREEMENT entered into effective July 19, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and JEFFREY D. BERKHEIMER, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee desires to be employed as the Electric Utility Director and City desires to employ the services of Employee as the Electric Utility Director; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as Electric Utility Director; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as the Electric Utility Director is his sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. Employment: City agrees to employ Employee as the Electric Utility Director, in accordance with the following provisions:

(a) Employee shall serve as the Electric Utility Director, and shall be responsible for managing and directing the operations of the Electric Utility in accordance with an agreed upon performance plan.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate his full energies and qualifications to his employment as Electric Utility Director, and shall not engage in any other employment.

(e) Employee acknowledges that he is subject to City of Lodi's Rules for Personnel Administration, amended October 6, 2010, and Administrative Policies and Procedure Manual, as each may be amended from time to time by action of the City Council.

2. Start Date: Employee shall begin work as the Electric Utility Director effective August 12, 2019.

3. Maintenance of Professional Expertise: To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary

constraints: maintain membership in professional organizations related to electric utility administration and related professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. Resignation or Termination:

(a) Employee may resign at any time and agrees to give City at least 30 days advance written notice of the effective date of his resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager of the City of Lodi ("City Manager") with cause, which shall mean gross insubordination, incapacity, dereliction of duty, violation of state or federal employment practice laws or regulations, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a public statement to be made by the City. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire his office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4 (d) above, will note Employee has resigned or retired. The provisions of Paragraph 4 (d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. Severance Pay: If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of the Electric Utility Director, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six month severance period, any remaining severance payment will be forfeited as of the date Employee begins his new Employment. To be eligible for such severance pay, Employee shall fulfill all of his obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. Employment as Department Head is Sole Employment with City: Employee further represents and acknowledges that his employment as the Electric Utility Director is his sole and exclusive employment with the City. Employee has no right to any other exempt position with the City or to any employment in the classified service.

7. **Salary:**

(a) City agrees to pay Employee $179,000.00 in salary per annum for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all City employees.

8. Benefits: The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits dated 2012, and as may from time to time be amended by the City Council, increased or decreased, except as modified herein ("Executive Statement of Benefits"). These are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, and life insurance. Employee shall receive a bank of 40 hours of vacation leave concurrent with his start date that can only be used during Employee's first 12-months of Employment. Employee's vacation leave shall be calculated as if he were in his sixth year of continuous service to the City (i.e. Employee will accrue 120.12 hours of paid vacation leave per calendar year), increasing from there as provided in the Executive Management Statement of Benefits. .

9. Performance Evaluation: The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

10. Assignment: Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

11. Authority to Work in the United States: Employee represents, under penalty of perjury, that he is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that he is legally entitled to work in the United States, and must execute the verification required by that Act.

12. Cell Phone/Vehicle: Employee will be provided with a Cell Phone for employment related use at the City's expense or a monthly stipend, at Employee's option, on terms consistent with other Executive Managers. Employee will also be provided with access to the Electric Utility Pool Car for work related use on an as available basis.

13. Notice: All notices required herein shall be sent first class mail to the parties as follows:

To **CITY:**

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE:**

Jeffrey D. Berkheimer
[redacted]

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

14. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and approved by the City Council in open session.

15. **Severability:** If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

EMPLOYEE

By: _____
JEFFREY D. BERKHEIMER

CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

By: _____
JENNIFER M. FERRAIOLO
City Clerk

APPROVED AS TO FORM:

By _____
JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2025-015

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING SALARY ADJUSTMENTS FOR CLASSIFICATIONS IMPACTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS NEGOTIATED MEMORANDUM OF UNDERSTANDING, ESTABLISHING THE SALARY RANGE FOR THE ELECTRIC UTILITY DIRECTOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO THE ELECTRIC UTILITY DIRECTOR EMPLOYMENT AGREEMENT ACKNOWLEDGING THE SALARY INCREASE

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WHEREAS, representatives from the City and the International Brotherhood of Electrica Workers, Local 1245 (IBEW) reached an agreement on a successor Memorandum o Understanding (MOU) that was approved by the City Council on December 18, 2024; and

WHEREAS, the City contracted with Gallagher Benefit Services, Inc. to complete a tota compensation survey across City positions ("Gallagher Study"); and

WHEREAS, the IBEW MOU implemented salary adjustments recommended in the Gallagher Study to maintain median salaries and be competitive in the market of comparable agencies; and

WHEREAS, the implementation of the Gallagher study into the IBEW MOU has a direc impact on supervisors and managers in the Electric Utility Department (EUD); and

WHEREAS, the MOU between the City and Lodi City Mid-Management Association (LCMMA) provides a 10% differential between the top salary step of LCMMA members and the LCMMA members' direct report; and

WHEREAS, other EUD classifications not included in the Gallagher Study also require ar adjustment for internal equity, and salary increase percentages were identified by using interna comparability; and

WHEREAS, it is recommended that the Council approve salary adjustments fo classifications in the Electric Utility Department impacted by the International Brotherhood o Electrical Workers Memorandum of Understanding in advance of the expiration of the MOU with Lodi City Mid-Management and the American Federation of State, County and Municipa Employees General Service Unit;

WHEREAS, on July 17, 2019, the City Council ratified an employment agreement betweer Electric Utility Director Jeffrey D. Berkheimer and the City; and

WHEREAS, it is recommended that Council approve a salary range for the Electric Utility Director Position; and

WHEREAS, it is recommended that the Council authorize the City Manager execute ar addendum to the Electric Utility Director's employment agreement to acknowledge the base salary increase to $342,028 annually (Step 4 of the salary range).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approv salary increases to the EUD classifications noted in the salary table identified as Attachment attached hereto, and retroactively authorizes implementation of these increases effective as o January 6, 2025.

BE IT ALSO RESOLVED that the Lodi City Council does hereby authorize the Cit Manager to execute an addendum to the employment agreement between the City of Lodi an Jeffrey D. Berkheimer, in a form to be approved by the City Attorney, to reflect an annual salar of $342,028 to be retroactively effective as of January 6, 2025.

Dated: February 5, 2025

==========

I hereby certify that Resolution No. 2025--015 was passed and adopted by the City Counc of the City of Lodi in a regular meeting held February 5, 2025, by the following votes:

AYES: COUNCIL MEMBERS – Craig-Hensley, Hothi, Nakanishi, Yepez, and Mayor Bregman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

Olivia Nashed

OLIVIA NASHED
City Clerk

2025-015

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN ADDENDUM TO THE EMPLOYMENT AGREEMENT FOR THE ELECTRIC UTILITY DIRECTOR

==========

WHEREAS, following the City's negotiations with various represented bargaining unit employees the Interim City Manager and Jeffrey Berkheimer, Electric Utility Director have negotiated in good faith and reached a tentative agreement on amendments to the Employment Agreement for the Electric Utility Director; and

WHEREAS, the Electric Utility Director will have a single salary similar to all other City Department Directors, and will not have a salary range that was considered in 2025; and

WHEREAS, the Electric Utility Director's Employment Agreement was amended effective January 6, 2025, providing the Director with an equity wage increase; however, it did not include future wage increases or modifications to benefits as was provided to represented employees; and

WHEREAS, based on those negotiations, it is recommended that Council approve revisions to the Employment Agreement with Jeffrey Berkheimer, Electric Utility Director, to include the following:

- A three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- An additional three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating the six percent (6%) employee cost-sharing, effective July 6, 2026:
    - Classic Contribution seven percent (7%)
    - PEPRA Contribution of 50% of normal cost

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby approve and authorize the Interim City Manager to execute the attached Addendum to the Employment Agreement (Attachment 1) between the City of Lodi and Jeffrey Berkheimer, Electric Utility Director, to reflect the salary and benefit updates listed in the recitals above.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Ricardo Garcia, Police Chief Including a One-Point Two One Percent (1.21%) Equity Adjustment to Bring the Police Chief's Base Salary to $269,921 Annually, effective January 5, 2026, Future Cost of Living Increases, Reduction in CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
James Lindsay, Interim City Manager

RECOMMENDED ACTION:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Ricardo Garcia, Police Chief Including a One-Point Two One Percent (1.21%) Equity Adjustment to Bring the Police Chief's Base Salary to $269,921 Annually, effective January 5, 2026, Future Cost of Living Increases, Reduction in CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums.

BACKGROUND INFORMATION:
The City of Lodi has negotiated successor Memorandums of Understanding ("MOUs") with several of the represented bargaining units that include equity adjustments, cost-of-living adjustments, reductions to CalPERS cost-sharing, and increased City contribution towards medical premiums.

The City Manager has completed negotiations with the Police Chief and have negotiated amendments to the Police Chief's employment agreement, similar to those provided to other represented employees, as follows:

- A one-point two one percent (1.21%) equity adjustment, retro-active to January 5, 2026;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Effective July 6, 2026, the Employee's cost-sharing contribution (pursuant to California Government Code section 20516) shall be reduced from nine percent (9%) to three percent (3%).
- If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.

The current salary for the Police Chief is $266,694. The agreed upon equity adjustment of one-point two one percent (1.21%), retro-active to January 5, 2026 will bring the Police Chief's annual salary to $269,921.

FISCAL IMPACT:
The recommended salary adjustment will result in an approximate increase of $3,227 annually. Sufficient

funds will be allocated within the next fiscal year’s budget for this adjustment.

FUNDING AVAILABLE:
10030001.71001

EMPLOYMENT AGREEMENT ADDENDUM

Executive Management
Exempt Service

Police Chief

THIS EMPLOYMENT AGREEMENT ADDENDUM ("Addendum") made and effective this _____, 2026, by and between the CITY OF LODI, a municipal corporation ("City") and Ricardo Garcia, an individual ("Employee").

WHEREAS, the City and Employee entered into an Employment Agreement dated November 20, 2023, as shown in Exhibit "A" attached hereto and incorporated herein by this reference ("Agreement"); and

WHEREAS, on February 18, 2026, the City Council approved Resolution 2026-__, which authorized an equity increase of one point two one percent (1.21%) to Employee's base salary to the amount of $269,920.93 annually, to retroactively take effect on January 5, 2026; approving cost of living increases of three percent (3%) effective the first full pay period in January 2027, and January 2028; and amendments to Employee's benefits as listed in Section 7 (c) below; and

WHEREAS, the City and Employee now wish to execute this Addendum agreeing and acknowledging the salary and benefit increases in Resolution 2026-__ and update the Agreement language to reflect these changes.

Agreement

City and Employee hereby acknowledge and agree that the Agreement shall be updated to reflect the increases to Employee's salary and benefits as approved and adopted by the City Council in Resolution 2026-__ , as follows:

7. Salary:

(a) Effective January 5, 2026, City agrees to pay Employee $269,920.93 in salary per year for his employment services under this Agreement, payable in installments at the same time as other employees of the City are paid and subject to customary taxes and any other applicable withholdings. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay nine percent (9%) (employee's share) of his salary towards the California Public Employees Retirement system benefit and agrees to a cost-sharing agreement and will pay an additional nine percent (9%) towards the employer's share of CalPERS normal pension cost. Effective July 6, 2026, the Employee's cost-sharing contribution (pursuant to California Government Code section 20516) shall be reduced from nine percent (9%) to three percent (3%).

(b) At any time, a minimum of a ten percent (10%) salary differential shall exist between the Police Chief and the Police Department's next highest paid executive or mid management position, including incentive pay.

(c) Future annual adjustments to Employee's salary shall be set by City Council action, and shall include a three percent (3%) wage increase at the first full pay-

period in January 2027 and another three percent (3%) wage increase at the first full pay-period in January 2028.

(d) If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.

8. Benefits:

(a) The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits amended as of May 16, 2012, and as they may be amended, increased or decreased, except as modified herein. Employee will receive a one-time uniform allowance of $950.00 that will not recur in any subsequent renewals of this Agreement. Employee's vacation leave shall be calculated based upon his actual years of service with the City, increasing from there as provided in the Executive Management Statement of Benefits. Employee shall accrue 144 hours of sick leave per year (5.54 hours per pay period). Moreover, Employee shall retain all sick leave and vacation leave he accrued prior to his start date, December 31, 2023.

Employee and qualified dependents are eligible to participate in the City's sponsored medical insurance as offered through CalPERS, or other medical plan offered by the City. Effective January 1, 2026, the City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240. Employee shall be responsible for ten percent (10%) of the medical premium for the lowest cost HMO plan available in the zip code 95240. If employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction.

If Employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

(b) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long term disability insurance, life insurance and deferred compensation.

NOW, THEREFORE, the parties hereby agree and acknowledge cost of living increases in January 2027 and 2028, amendments to CalPERS cost-sharing, and the City's contribution towards medical insurance, as approved by the City Council in Resolution 2026-__, and confirm that all other terms and conditions remain as previously set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement the day and year written above.

CITY OF LODI, a municipal corporation

By: _____
JAMES LINDSAY
Interim City Manager

EMPLOYEE

By: _____
RICARDO GARCIA

ATTEST:

By: _____
OLIVIA NASHED
City Clerk

APPROVED AS TO FORM:

_____
KATIE O. LUCCHESI
City Attorney KL

Signature: Katie Lucchesi (Feb 13, 2026 17:19:21 PST)

Email: klucchesi@lodi.gov

Contract 8063

EXHIBIT A TO
ADDENDUM

POLICE CHIEF EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of November 20, 2023, by and between the City of Lodi, a municipal corporation ("City") and Ricardo Garcia, ("Employee") both of whom agree as follows:

WHEREAS, Employee desires to be employed as Police Chief and City desires to employ the services of Employee as Police Chief; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as Police Chief listed in this Agreement; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as Police Chief is his sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties hereto agree as follows:

1. **Employment:** City agrees to employ Employee as Police Chief, in accordance with the following provisions:

(a) Employee shall serve as Police Chief, and shall be responsible for managing and directing the operations of the Lodi Police Department in accordance with an agreed upon performance plan.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate his full energies and qualifications to his employment as Police Chief, and shall not engage in any other employment except as set forth in this agreement or as may be specifically approved in writing in advance by the City Manager.

2. **Start Date**: Employee shall begin work as Police Chief at 5:00 p.m. on December 30, 2023.

3. **Maintenance of Professional Expertise:** To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to city police administration and related professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. Resignation or Termination:

(a) Employee may resign at any time and agrees to give City at least 30 days advance written notice of the effective date of his resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to himself, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire his office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4 (d) above, will note Employee has resigned or retired. The provisions of Paragraph 4 (d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. Severance Pay: If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of Police Chief, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary taxes and any other applicable withholdings. In the event Employee retains new employment during the six month severance period, any remaining severance payment will be forfeited as of the date Employee begins his new Employment. To be eligible for such severance pay, Employee shall fulfill all of his obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City in a form acceptable to the City Attorney. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. Employment as Police Chief is Sole Employment with City: Employee further represents and acknowledges that his employment as Police Chief is his sole and exclusive employment with the City. Employee has no right to any other exempt position with the City or to any employment in the classified service.

7. Salary:

(a) City agrees to pay Employee $19,901.06 in salary per month for his employment services under this Agreement, payable in installments at the same time as other employees of the City are paid and subject to customary taxes and any other applicable withholdings. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay nine percent (9%) (employee's share) of his salary towards the California Public Employees Retirement system benefit and agrees to a cost-sharing agreement and will pay an additional nine percent (9%) towards the employer's share of CalPERS normal pension cost.

(b) At any time, a minimum of a ten percent (10%) salary differential shall exist between the Police Chief and the Police Department's next highest paid executive or mid management position, including incentive pay. The Police Chief will receive additional five percent (5%) wage adjustments on January 8, 2024 and four percent (4%) wage adjustment on January 6, 2025, respectively, as set forth in Council Resolution 2022-306.

8. Benefits:

(a) The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits amended as of May 16, 2012, and as they may be amended, increased or decreased, except as modified herein. Employee will receive a one-time uniform allowance of $950.00 that will not recur in any subsequent renewals of this Agreement. Employee's vacation leave shall be calculated based upon his actual years of service with the City, increasing from there as provided in the Executive Management Statement of Benefits. Employee shall accrue 144 hours of sick leave per year (5.54 hours per pay period). Moreover, Employee shall retain all sick leave and vacation leave he accrued prior to his start date, December 31, 2023.

(b) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long term disability insurance, life insurance and deferred compensation.

9. Vehicle Use: The City requires that Employee have transportation readily available for his use during his employment with the City, and, to the end of assuring that Employee has a vehicle available, Employee shall be assigned an appropriate vehicle equipped with necessary safety equipment and communications devices. Due to his on-call status, Employee shall be allowed use of said vehicle for personal use up to three hours away from the Lodi Police Department if necessary to accommodate a call to duty.

10. Performance Evaluation: The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

11. Assignment: Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

12. **Authority to Work in the United States:** Employee represents, under penalty of perjury, that he is authorized to work in the United States. In accordance with Section §274(A) of the Immigration Reform and Control Act of 1986 (8USC 1324) before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that he is legally entitled to work in the United States, and must execute the verification required by that Act.

13. **Notice:** All notices required herein shall be sent first class mail to the parties as follows:

To **CITY:**

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE:**

Ricardo Garcia
c/o Lodi Police Department
215 W. Elm Street
Lodi, CA 95240

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

14. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto regarding Employee's provision of services as Police Chief. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

15. **Severability:** If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

EMPLOYEE

By: _____
RICARDO GARCIA

CITY OF LODI, a municipal corporation

By: _____
ANDREW C. KEYS
Interim City Manager

ATTEST:

By: Olivia Nashed
OLIVIA NASHED
City Clerk

APPROVED AS TO FORM:

KATIE O. LUCCHESI
City Attorney

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN ADDENDUM TO THE EMPLOYMENT AGREEMENT FOR THE POLICE CHIEF

==========

WHEREAS, following the City's negotiations with various represented bargaining unit employees the Interim City Manager and Ricardo Garcia, Police Chief have negotiated in good faith and reached a tentative agreement on amendments to the Employment Agreement for the Police Chief; and

WHEREAS, based on those negotiations, it is recommended that Council approve revisions to the Employment Agreement with Ricardo Garcia, Police Chief to include the following:

- An equity increase of one-point two one percent (1.21%) retro-active to January 5, 2026 for an annual salary of $269,921;
- A three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- An additional three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Effective July 6, 2026, the Employee's cost-sharing contribution (pursuant to California Government Code section 20516) shall be reduced from nine percent (9%) to three percent (3%).

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby approve and authorize the Interim City Manager to execute the attached Addendum to the Employment Agreement (Attachment 1) between the City of Lodi and Ricardo Garcia, Police Chief, to reflect the salary and benefit updates listed in the recitals above.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum #2 to the Employment Agreement with Luis Aguilar, Economic Development Director, Including a Five Percent (5%) Equity Adjustment to Bring the Economic Development Director's Base Salary to $198,198 Annually, effective January 5, 2026, Future Cost of Living Increases, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
James Lindsay, Interim City Manager

RECOMMENDED ACTION:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum #2 to the Employment Agreement with Luis Aguilar, Economic Development Director, Including a Five Percent (5%) Equity Adjustment to Bring the Economic Development Director's Base Salary to $198,198 Annually, effective January 5, 2026, Future Cost of Living Increases, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums.

BACKGROUND INFORMATION:
The City of Lodi has negotiated successor Memorandums of Understanding ("MOUs") with several of the represented bargaining units that include equity adjustments, cost-of-living adjustments, elimination of the CalPERS cost-sharing contributions, and increased City contribution towards medical premiums.

The City Manager has completed negotiations with the Economic Development Director and have negotiated amendments to the Economic Development Director's employment agreement, similar to those provided to other represented employees, as follows:

- A five percent (5%) equity adjustment, retro-active to January 5, 2026;
- A two-point five percent (2.5%) equity adjustment, effective the first full pay-period in January 2027;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating employee cost-sharing of six percent (6%), effective July 6, 2026:
  - Classic Contribution seven percent (7%)
  - PEPRA Contribution of 50% of normal cost
- City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the

Economic Development Department's next highest paid executive or mid manager, including incentive pay.

- If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.

The current salary for the Economic Development Director is $188,760 annually. The agreed upon equity adjustment of five percent (5%), retro-active to January 5, 2026 will bring the Economic Development Director's annual salary to $198,198.

FISCAL IMPACT:
The recommended salary adjustment will result in an approximate increase of $9,438 annually. Sufficient funds will be allocated within the next fiscal year's budget for this adjustment.

FUNDING AVAILABLE:
10010000.71001

EMPLOYMENT AGREEMENT ADDENDUM # 2

Executive Management
Exempt Service

Economic Development Director

THIS EMPLOYMENT AGREEMENT ADDENDUM #2 ("Addendum # 2") made and effective this _____, 2026, by and between the CITY OF LODI, a municipal corporation ("City") and Luis Aguilar, an individual ("Employee").

WHEREAS, the City and Employee entered into an Employment Agreement dated January 25, 2024, and an Employment Agreement Addendum approved by the City Council on July 2, 2025, both of which are shown in Exhibit "A" attached hereto and incorporated herein by this reference (collectively the "Agreement"); and

WHEREAS, on February 18, 2026, the City Council approved Resolution 2026-__, attached hereto as Exhibit "B" which authorized an equity increase of five percent (5%) to Employee's base salary to the amount of $198,198 annually, to retroactively take effect on January 5, 2026; approving an equity increase of two-point five percent (2.5%) effective the first full pay period in January 2027; approving cost of living increases of three percent (3%) effective the first full pay period in January 2027, and January 2028; and amendments to Employee's benefits as listed below; and

WHEREAS, the City and Employee now wish to execute this Addendum # 2 agreeing and acknowledging the salary and benefit increases in Resolution 2026-__ and update the Agreement language to reflect these changes.

Agreement

City and Employee hereby acknowledge and agree that the Agreement shall be updated to reflect the increases to Employee's salary and benefits as approved and adopted by the City Council in Resolution 2026-__ , as follows:

7. Salary:

(a) Effective January 5, 2026, City agrees to pay Employee $198,198 in salary per year for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees.

(b) Future annual adjustments to Employee's salary shall be set by City Council action, and shall include a two-point five percent (2.5%) equity adjustment at the first full pay-period in January 2027; a three percent (3%) cost of living wage increase at the first full pay-period in January 2027 and another three percent (3%) cost of living wage increase at the first full pay-period in January 2028.

(c) City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the Economic Development Department's next highest paid executive or mid manager, including incentive pay.

(d) If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the top step of the range that they are filling while in this status, or a 10% upgrade, whichever is greater.

8. Benefits:

(a) The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as hereafter amended, increased or decreased, except as modified herein. Employee's vacation leave shall be calculated as if he is in his 10th year of service with the City (accrued at 4.62 hours per pay-period), increasing thereafter as provided in the Executive Management Statement of Benefits.

January 1, 2026, the City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240. Employee shall be responsible for ten percent (10%) of the medical premium for the lowest cost HMO plan available in the zip code 95240. If employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction.

If Employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount PERS requires. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPRA). In addition, in accordance with California Government Code section 20516 contract amendment process requirements, Employee shall pay six percent (6%) towards the employer's share of the CalPERS normal pension cost through a cost-sharing agreement. Effective July 6, 2026, the employee's cost-sharing contribution (pursuant to California Government Code section 20516) of six percent (6%), as listed above, shall be eliminated.

(b) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long term disability insurance, life insurance and deferred compensation.

NOW, THEREFORE, the parties hereby agree and acknowledge cost of living increases in January 2027 and 2028, amendments to CalPERS cost-sharing, and the City's contribution towards medical insurance, as approved by the City Council in Resolution 2026-__, and confirm that all other terms and conditions remain as previously set forth in the Agreement.

//

//

IN WITNESS WHEREOF, the parties have executed this Addendum # 2 to the Agreement the day and year written above.

CITY OF LODI, a municipal corporation

By: _____
JAMES LINDSAY
Interim City Manager

ATTEST:

By: _____
OLIVIA NASHED
City Clerk

EMPLOYEE

By: _____
LUIS AGUILAR

APPROVED AS TO FORM:

_____
KATIE O. LUCCHESI
City Attorney KL

8094(1)

EMPLOYMENT AGREEMENT ADDENDUM

Executive Management
Exempt Service

Economic Development Director

THIS EMPLOYMENT AGREEMENT ADDENDUM ("Addendum") made and effective this July 16, 2025, by and between the CITY OF LODI, a municipal corporation ("City") and Luis Aguilar, an individual ("Employee").

WHEREAS, the City and Employee entered into an Employment Agreement effective February 5, 2024, as shown in Exhibit "A" attached hereto and incorporated herein by this reference ("Agreement"); and

WHEREAS, on July 2, 2025, the City Council approved Resolution 2025-119, which authorized an increase to Employee's base salary to the amount of $188,760 to retroactively take effect on February 5, 2025, as shown in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the City and Employee now wish to execute this Addendum agreeing and acknowledging that Resolution 2025-119 increased Employee base salary, which shall reflect in Section 7 (a) of the Agreement as shown in red as follows:

7. Salary:
(a) City agrees to pay Employee $188,760 in salary per year for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding.

NOW, THEREFORE, the parties hereby agree and acknowledge the increase to Employee's base salary as approved by the City Council in Resolution 2025-119, and confirm that all other terms and conditions remain as previously set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement the day and year written above.

CITY OF LODI, a municipal corporation

JAMES LINDSAY
Acting City Manager

ATTEST:

OLIVIA NASHED
City Clerk

EMPLOYEE

LUIS AGUILAR

APPROVED AS TO FORM:

KATIE LUCCHESI
City Attorney JK

EXHIBIT A

ECONOMIC DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of January 25, 2024, by and between the City of Lodi, a municipal corporation hereinafter called "City" and Luis Aguilar, hereinafter called "Employee", both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for him to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Employment:** City agrees to employ Employee as Economic Development Director, in accordance with the following provisions:

(a) Employee shall serve as Economic Development Director, and shall be responsible for managing and directing the operations of the Economic Development Department in accordance with an agreed upon performance plan.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate his full energies and qualifications to his employment as Economic Development Director, and shall not engage in any other employment except as set forth in this agreement or as may be specifically approved in writing in advance by the City Manager.

2. **Start Date:** Employee shall begin work as Economic Development Director on February 5, 2024.

3. **Maintenance of Professional Expertise**: To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. **Resignation, or Termination:**

(a) Employee may resign at any time and agrees to give City at least 30 days advance written notice of the effective date of his resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of

a crime involving acts of moral turpitude or involving personal gain to him, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire his office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4 (d) above, will note Employee has resigned or retired. The provisions of Paragraph 4 (d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. Severance Pay: If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of Economic Development Director, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5 (collectively "Severance Payment"). The Severance Payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six-month severance period, any remaining Severance Payment will be forfeited as of the date Employee begins his new Employment. To be eligible for such Severance Payment, Employee shall fulfill all of his obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City in a form acceptable to the City Attorney. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. Employment as Department Head is Sole Employment with City: Employee further represents and acknowledges that his employment as Economic Development Director is his sole and exclusive employment with the City. Employee has no right to any other exempt position with the City or to any employment in the classified service.

7. Salary: City agrees to pay Employee $165,000 in salary per annum for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees.

8. Benefits:

(a) The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as hereafter amended, increased or decreased, except as modified herein. Employee's vacation leave shall be calculated as if he is in his 10th year of service with the City (accrued at 4.62 hours per pay-period), increasing thereafter as provided in the Executive Management Statement of Benefits.

(b) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave,

holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long-term disability insurance, life insurance, and deferred compensation.

9. **Cell Phone/Vehicle:** Employee will be provided with a cellular telephone for employment related use at the City's expense or a monthly stipend, at Employee's option, on terms consistent with other Executive Managers. Employee will also be provided with access to the City Manager pool car for work related use on an as available basis.

10. **Performance Evaluation:** The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

11. **Assignment:** Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

12. **Authority to Work in the United States:** Employee represents, under penalty of perjury, that he is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that he is legally entitled to work in the United States, and must execute the verification required by that Act.

13. **Notice:** All notices required herein shall be sent first class mail to the parties as follows:

To **CITY:**

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE:**

Luis Aguilar
[redacted]

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

14. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

15. **Severability:** If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

(Remainder of the page left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF LODI, a municipal corporation

By: _____
Andrew Keys
Interim City Manager

EMPLOYEE

By: _____
Luis Aguilar

ATTEST:

By: _____
Olivia Nashed
City Clerk

APPROVED AS TO FORM:

By: _____
Katie O. Lucchesi
City Attorney

Signature: _____
Jacqueline K. Rattiger (Jun 20, 2025 17:44 PDT)

Email: jkrattiger@lodi.gov

Exhibit B

RESOLUTION NO. 2025-119

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO THE EMPLOYMENT AGREEMENT WITH LUIS AGUILAR, ECONOMIC DEVELOPMENT DIRECTOR, FOR A SALARY INCREASE TO $188,760 RETROACTIVE TO FEBRUARY 5, 2025

==========

WHEREAS, the City of Lodi has identified economic development as a high priority and critical focus area for its future prosperity; and

WHEREAS, the Economic Development Director, Mr. Luis Aguilar, has served the City with distinction, providing exceptional leadership in implementing the Economic Development Strategic Plan and advancing Council goals; and

WHEREAS, the City Council desires to recognize and retain high-performing leadership and ensure continued progress in the City's economic development efforts; and

WHEREAS, pursuant to Section 2.6 of the Executive Management Statement of Benefits, the City Manager may increase the salary of a Department Director up to 10% upon the employee's first year Performance Evaluation, and the City Manager requests that Council authorize execution of an addendum to Director Aguilar's Employment Agreement to recognize the corresponding increase in his base salary in Section 7 to $188, 760.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve and authorize execution of an addendum to the Economic Development Director's employment agreement acknowledging a base salary increase in Section 7 to $188,760, which shall retroactively apply to the Director's one-year anniversary date on February 5, 2025; and

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

Dated: July 2, 2025

==========

I hereby certify that Resolution No. 2025-119 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 2, 2025, by the following votes:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Yepez

ABSTAIN: COUNCIL MEMBERS – None

for OLIVIA NASHED
City Clerk

Econ Dev Director - Aguilar Amendment_2025_Redacted

Final Audit Report 2025-06-21

Created:	2025-06-21
By:	Vanessa Serna (vserna@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd8jtCEgQrJ7TFqKpFps0ZeqkXNEE1NdH

"Econ Dev Director - Aguilar Amendment_2025_Redacted" History

Document created by Vanessa Serna (vserna@lodi.gov)
2025-06-21 - 0:41:58 AM GMT

Document emailed to Janelle Krattiger (jkrattiger@lodi.gov) for signature
2025-06-21 - 0:42:21 AM GMT

Email viewed by Janelle Krattiger (jkrattiger@lodi.gov)
2025-06-21 - 0:44:05 AM GMT

Document e-signed by Janelle Krattiger (jkrattiger@lodi.gov)
Signature Date: 2025-06-21 - 0:44:26 AM GMT - Time Source: server

Agreement completed.
2025-06-21 - 0:44:26 AM GMT

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN ADDENDUM # 2 TO THE EMPLOYMENT AGREEMENT FOR THE ECONOMIC DEVELOPMENT DIRECTOR

==========

WHEREAS, following the City's negotiations with various represented bargaining unit employees the Interim City Manager and Luis Aguilar, Economic Development Director have negotiated in good faith and reached a tentative agreement on amendments to the Employment Agreement for the Economic Development Director; and

WHEREAS, based on those negotiations, it is recommended that Council approve revisions to the Employment Agreement with Luis Aguilar, Economic Development Director to include the following:

- A five percent (5%) equity adjustment, retro-active to January 5, 2026, bringing the annual salary to $198,198;
- A two-point five percent (2.5%) equity adjustment effective the first full pay-period in January 2027;
- A three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- An additional three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating the six percent (6%) employee cost-sharing, effective July 6, 2026:
    - Classic Contribution seven percent (7%)
    - PEPRA Contribution of 50% of normal cost

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby approve and authorize the Interim City Manager to execute the attached Addendum # 2 to the Employment Agreement (Attachment 1) between the City of Lodi and Luis Aguilar, Economic Development Director, to reflect the salary and benefit updates listed in the recitals above.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Kenneth Johnson, Fire Chief, Including a Five Percent (5%) Equity Adjustment to Bring the Fire Chief's Base Salary to $236,752 Annually, effective January 5, 2026, Future Cost of Living Increases, and Modification to the City's Contribution to Medical Premiums (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
James Lindsay, Interim City Manager

RECOMMENDED ACTION:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Kenneth Johnson, Fire Chief, Including a Five Percent (5%) Equity Adjustment to Bring the Fire Chief's Base Salary to $236,752 Annually, effective January 5, 2026, Future Cost of Living Increases, and Modification to the City's Contribution to Medical Premiums.

BACKGROUND INFORMATION:
The City of Lodi has negotiated successor Memorandums of Understanding ("MOUs") with several of the represented bargaining units that include equity adjustments, cost-of-living adjustments, and increased City contribution towards medical premiums.

The City Manager has completed negotiations with the Fire Chief and have negotiated amendments to the Fire Chief's employment agreement, similar to those provided to other represented employees, as follows:

- A five percent (5%) equity adjustment, retro-active to January 5, 2026;
- A one-point five percent (1.5%) equity adjustment, effective the first full pay-period in January 2027;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Effective July 6, 2026, the Employee's cost-sharing contribution (pursuant to California Government Code section 20516) shall be reduced from nine percent (9%) to three percent (3%).
- City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the Fire Department's next highest paid executive or mid manager, including incentive pay.
- If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.

The current salary for the Fire Chief is $225,478 annually. The agreed upon equity adjustment of five percent (5%), retro-active to January 5, 2026 will bring the Fire Chief's annual salary to $236,752.

FISCAL IMPACT:
The recommended salary adjustment will result in an approximate increase of $11,300 annually. Sufficient funds will be allocated within the next fiscal year's budget for this adjustment.

FUNDING AVAILABLE:
10040001.71001

EMPLOYMENT AGREEMENT ADDENDUM

Executive Management
Exempt Service

Fire Chief

THIS EMPLOYMENT AGREEMENT ADDENDUM ("Addendum") made and effective this _____, 2026, by and between the CITY OF LODI, a municipal corporation ("City") and Kenneth Johnson, an individual ("Employee").

WHEREAS, the City and Employee entered into an Employment Agreement dated May 6, 2021, as shown in Exhibit "A" attached hereto and incorporated herein by this reference ("Agreement"); and

WHEREAS, on February 18, 2026, the City Council approved Resolution 2026-__, attached hereto as Exhibit "B" which authorized an equity increase of five percent (5.0%) to Employee's base salary to the amount of $236,752.17 annually, to retroactively take effect on January 5, 2026; approving an equity increase of one point five percent (1.5%) effective the first full pay period in January 2027; approving cost of living increases of three percent (3%) effective the first full pay period in January 2027, and January 2028; and amendments to Employee's benefits as listed below; and

WHEREAS, the City and Employee now wish to execute this Addendum agreeing and acknowledging that the salary and benefit increases reflected in Resolution 2026-__ and update the Agreement language to reflect these changes.

Agreement

City and Employee hereby acknowledge and agree that the Agreement shall be updated to reflect the increase to Employee's salary and benefits as approved and adopted by the City Council Resolution 2026-__, as follows:

7. Salary:

(a) Effective January 5, 2026, City agrees to pay Employee $236,752.17 in salary per year for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay nine percent (9%) (Employee's share) of his salary towards the California Public Employees Retirement system benefit and agrees to a cost-sharing agreement and will pay an additional three percent (3%) towards the employer's share of CalPERS normal pension cost. Effective July 6, 2026, the Employee's cost-sharing contribution (pursuant to California Government Code section 20516) shall be reduced from nine percent (9%) to three percent (3%).

(b) Future annual adjustments to Employee's salary shall be set by City Council action, and shall include a one-point five percent (1.5%) equity adjustment at the first full pay-period in January 2027; a three percent (3%) cost of living wage increase at the first full pay-period in January 2027 and another three percent (3%) cost of living wage increase at the first full pay-period in January 2028.

(c) City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the Fire Department's next highest paid executive or mid manager, including incentive pay.

(d) If assigned by the City Manager to a vacant or interim Director position, for more than two consecutive weeks, Employee shall receive the current salary of the position they are filling while in this status, or a 10% upgrade, whichever is greater.

8. Benefits:

(a) The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as may from time to time be amended, increased or decreased, except as modified herein. Employee's vacation leave shall be calculated as if he is in his 13th year of service with the City (accrued at 5.23 hours per pay period), subsequently increasing as provided in the Executive Management Statement of Benefits. Employee shall be granted an eighty (80) hour vacation/sick leave bank that can only be used during Employee's first 12 months of employment; this secondary bank shall expire upon Employee's first anniversary with the City. In addition, Employee may carry-over fifty percent (50%) of his sick leave bank from his employment with the City of Stockton; however, in no event shall the sick leave carry-over exceed 200-hours.

Employee and qualified dependents are eligible to participate in the City's sponsored medical insurance as offered through CalPERS, or other medical plan offered by the City. Effective January 1, 2026, the City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240. Employee shall be responsible for ten percent (10%) of the medical premium for the lowest cost HMO plan available in the zip code 95240. If employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction.

If Employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

(b) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long-term disability insurance, life insurance, and deferred compensation.

NOW, THEREFORE, the parties hereby agree and acknowledge cost of living increases in January 2027 and 2028, amendments to CalPERS cost-sharing, and the City's contribution towards medical insurance, as approved by the City Council in Resolution 2026-__, and confirm that all other terms and conditions remain as previously set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement the day and year written above.

CITY OF LODI, a municipal corporation

By: _____
JAMES LINDSAY
Interim City Manager

ATTEST:

By: _____
OLIVIA NASHED
City Clerk

EMPLOYEE

By: _____
KENNETH JOHNSON

APPROVED AS TO FORM:

_____
KATIE O. LUCCHESI
City Attorney KL

EXHIBIT A TO
ADDENDUM

EMPLOYMENT AGREEMENT

Executive Management
Exempt Service

Fire Chief

THIS AGREEMENT entered into on May 6th, 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and Kenneth W. Johnson, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee desires to be employed as Fire Chief and City desires to employ the services of Employee as Fire Chief; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as Fire Chief; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as Fire Chief is his sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. **Employment:** City agrees to employ Employee as Fire Chief, in accordance with the following provisions:

(a) Employee shall serve as Fire Chief, and shall be responsible for managing and directing the operations of the Fire Department in accordance with an agreed upon performance plan.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity that is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate his full energies and qualifications to his employment as Fire Chief, and shall not engage in any other employment except as set forth in this Agreement or as may be specifically approved in writing in advance by the City Manager.

2. **Start Date**: Employee shall begin work as Fire Chief on May 31, 2021 (herein referred to as "Start Date).

3. **Maintenance of Professional Expertise:** To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to city fire administration and related professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. **Resignation or Termination:**

(a) Employee may resign at any time and agrees to give City at least 30 days advance written notice of the effective date of his resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively affect either party.

(e) Employee may choose to resign or retire his office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4 (d) above, will note Employee has resigned or retired. The provisions of Paragraph 4 (d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. **Severance Pay:** If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of Fire Chief, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six-month severance period, any remaining severance payment will be forfeited as of the date Employee begins his new Employment. To be eligible for such severance pay, Employee shall fulfill all of his obligations under this Agreement, and shall

sign an Acknowledgment and Release of Claims against the City in a form acceptable to the City Attorney. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. **Employment as Department Head is Sole Employment with City:** Employee further represents and acknowledges that his employment as Fire Chief is his sole and exclusive employment with the City. Employee has no right to any other exempt position with the City or to any employment in the classified service.

7. **Salary:**

(a) City agrees to pay Employee $15,265.45 in salary per month for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees. In addition, Employee shall pay nine percent (9%) (Employee's share) of his salary towards the California Public Employees Retirement system benefit and agrees to a cost-sharing agreement and will pay an additional three percent (3%) towards the employer's share of CalPERS normal pension cost.

(b) Employee will receive a three percent (3%) salary adjustment pursuant to City Council Resolution 2019-157, effective the first full pay period in July 2021.

8. **Benefits:**

The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as may from time to time be amended, increased or decreased, except as modified herein. Employee's vacation leave shall be calculated as if he is in his 15th year of service with the City (accrued at 6.16 hours per pay period), as provided in the Executive Management Statement of Benefits. Employee shall be granted an eighty (80) hour leave bank that can only be used during Employee's first 12 months of employment, this additional leave bank shall expire upon Employee's first anniversary with the City. In addition, Employee may carry-over up to 50% of his sick leave bank from his employment with the City of Stockton; however, in no event shall the sick leave carry-over exceed 200-hours.

(a) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long-term disability insurance, life insurance, and deferred compensation.

9. **Vehicle Use:** The City requires that Employee have transportation readily available for his use during his employment with the City, and, to the end of assuring that Employee has a vehicle available, Employee shall be assigned an appropriate vehicle equipped with necessary safety equipment and communications devices. Due to his on-call status, Employee shall be allowed use of said vehicle for personal use up to three hours away from the Lodi Fire Department if necessary to accommodate a call to duty.

10. **Uniform Allowance:** Employee will be provided a one-time reimbursement for the total cost of one complete Class A Fire Chief Uniform and four (4) working uniforms.

11. Performance Evaluation: The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

12. Assignment: Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

13. Authority to Work in the United States: Employee represents, under penalty of perjury, that he is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that he is legally entitled to work in the United States, and must execute the verification required by that Act.

14. Notice: All notices required herein shall be sent first class mail to the parties as follows:

To **CITY:**

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE:**

Kenneth W. Johnson
[redacted]

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

15. Entire Agreement: This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

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16. Severability: If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

EMPLOYEE

By: _____
KENNETH W. JOHNSON

CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

By: _____
for: JENNIFER CUSMIR
City Clerk

APPROVED AS TO FORM:

_____
JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2022-306

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING COMPENSATION AND BENEFIT MODIFICATIONS FOR EXECUTIVE MANAGEMENT EMPLOYEES FOR THE PERIOD JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

==========

WHEREAS, the City has completed negotiations with all bargaining units; and

WHEREAS, it is recommended that Council provide the same salary and benefit modifications to the Executive Management Employee contracts:

- Six percent (6%) increase to base salary effective January 9, 2023; Five percent (5%) increase to base salary, effective January, 8, 2024; and Four percent (4%) increase to base salary, effective January 6, 2025;
- Additional wage increase of one percent (1%) effective January 9, 2023 for the Police Chief;
- Additional wage increase of one point six two percent (1.62%) effective January 9, 2023 for the Electric Utility Director;
- Additional wage increase of three point six two percent (3.62%) effective January 9, 2023 for the Parks, Recreation and Cultural Services Director;
- Additional wage increase of five point one eight percent (5.81%) effective January 9, 2023 for the Library Services Director;
- Additional wage increase of seven point one eight percent (7.18%) effective January 9, 2023 for the Community Development Director;
- Increase to the City's contribution towards medical premiums and remain fixed over the term of the contract:
    - $ 2,005.52 per month for family coverage;
    - $ 1,542.71 per month for employee plus one dependent coverage; and
    - $ 771.35 per month for employee only coverage.
- Increase to the annual maximum dental benefit from $1,000 to $1,250, and the addition of orthodontia benefits for the employees and eligible dependents with a lifetime maximum benefit of $1,250.
- Addition of one fixed holiday in recognition of the Juneteenth holiday.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve compensation and benefit modifications to Executive Management Employee contracts.

Date: December 7, 2022

==========

I hereby certify that Resolution No. 2022-306 was passed and adopted by the Lodi City Council in a regular meeting held December 7, 2022, by the following vote:

AYES: COUNCIL MEMBERS – Hothi, Khan, Kuehne, Nakanishi, and Mayor Chandler

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

Olivia Nashed

OLIVIA NASHED
City Clerk

2022-306

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN ADDENDUM TO THE EMPLOYMENT AGREEMENT FOR THE FIRE CHIEF

==========

WHEREAS, following the City's negotiations with various represented bargaining unit employees the Interim City Manager and Kenneth Johnson, Fire Chief have negotiated in good faith and reached a tentative agreement on amendments to the Employment Agreement for the Fire Chief; and

WHEREAS, based on those negotiations, it is recommended that Council approve revisions to the Employment Agreement with Kenneth Johnson, Fire Chief to include the following:

- An equity increase of five percent (5%) retro-active to January 5, 2026 for an annual salary of $236,752;
- An equity increase of one-point five percent (1.5%) effective the first full pay-period in January 2027;
- A three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- An additional three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Effective July 6, 2026, the Employee's cost-sharing contribution (pursuant to California Government Code section 20516) shall be reduced from nine percent (9%) to three percent (3%).

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby approve and authorize the Interim City Manager to execute the attached Addendum to the Employment Agreement (Attachment 1) between the City of Lodi and Kenneth Johnson, Fire Chief, to reflect the salary and benefit updates listed in the recitals above.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Katie O. Lucchesi, City Attorney, Including Wage Adjustment to Bring the City Attorney's Base Salary to $303,680 Annually, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
Adele Post, Acting Human Resources Manager

RECOMMENDED ACTION:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Katie O. Lucchesi, City Attorney, Including Wage Adjustment to Bring the City Attorney's Base Salary to $303,680 Annually, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums.

BACKGROUND INFORMATION:
The City of Lodi has negotiated successor Memorandums of Understanding ("MOUs") with several of the represented bargaining units that include equity adjustments, cost-of-living adjustments, increased City contribution towards medical premiums, and elimination of the CalPERS cost-sharing contributions.

Lodi City Council has completed the annual evaluation of the City Attorney and have negotiated amendments to the City Attorney's employment agreement, similar to those provided to other represented employees, as follows:

- One-time equity adjustment of nine-point three five percent (9.35%), retro-active to January 5, 2026;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating employee cost-sharing of six percent (6%), effective July 6, 2026:
  - Classic Contribution seven percent (7%)
  - PEPRA Contribution of 50% of normal cost

The current salary for the City Attorney is $277,714.38 annually. The agreed upon equity adjustment of nine-point three five percent (9.35%) will bring the City Attorney's annual salary to $303,680 which is the median of the comparable agencies as of the October 2025 total compensation report.

FISCAL IMPACT:
The recommended salary adjustment will result in an approximate increase of $25,966.29 annually. Sufficient funds have been allocated within the current fiscal year's budget for this adjustment.

FUNDING AVAILABLE:
10015000.71001

EMPLOYMENT AGREEMENT ADDENDUM

Council Appointee
Exempt Service

City Attorney

THIS EMPLOYMENT AGREEMENT ADDENDUM ("Addendum") made and effective this _____, 2026, by and between the CITY OF LODI, a municipal corporation ("City") and Katie O. Lucchesi, an individual ("Employee").

WHEREAS, the City and Employee entered into an Employment Agreement dated October 18, 2023, as shown in Exhibit "A" attached hereto and incorporated herein by this reference ("Agreement"); and

WHEREAS, on February 18, 2026, the City Council approved Resolution 2026-__, attached hereto as Exhibit "B", which authorized an equity increase to Employee's base salary to the amount of $303,680.67 to retroactively take effect on January 5, 2026; approving cost of living increases of three percent (3%) effective the first full pay period in January 2027, and January 2028; and amendments to Employee's benefits as listed below; and

WHEREAS, the City and Employee now wish to execute this Addendum agreeing and acknowledging the salary and benefits increases reflected in Resolution 2026-__ and update the Agreement language to reflect these changes.

Agreement

City and Employee hereby acknowledge and agree that the Agreement shall be updated to reflect the increases to Employee's salary and benefits as approved and adopted by the City Council in Resolution 2026-__, as follows:

7. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of the Agreement:

(a) Base Salary – Effective January 5, 2026, Employee shall be paid an annual salary of $303,680.67 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads. The City agrees to maintain a salary differential of at least 21.8% between the top step of the highest paid subordinate employee in the City Attorney's office and the City Attorney's salary at all times.

(b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers' Compensation.

(c) Future annual adjustments to Employee's salary shall be set by City Council action, and shall include a three percent (3%) wage increase at the first full pay-period in January 2027 and another three percent (3%) wage increase at the first full pay-period in January 2028. City may not reduce salary or benefits provided by this Agreement unless:

(i) it does so on a Citywide (all-employees) basis, and then in no greater percentage than the average reduction of all City employees, or

(ii) it does so after providing Employee with a written negative performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.

(d) Any future negotiations between City and Employee as to Employee's salary, beyond the previously approved increases adopted in Subsection (c) above, shall be conducted in writing through the HR Manager or by an outside attorney or consultant hired by the City to serve as a third-party facilitator to ensure that both parties interests are represented in the negotiation.

11. INSURANCE:

(a) Health Insurance: Employee shall receive vision insurance, dental insurance, long term disability, chiropractic insurance, and any other similar benefit which may be made available to Employee by the City as outlined in the Executive Statement of Benefits. The Statement of Benefits or Council Resolution(s) describe(s) these benefits and any applicable deductibles.

Employee and her qualified dependents are eligible to participate in the City's sponsored medical insurance as offered through CalPERS, or other medical plan offered by the City. Effective January 1, 2026, the City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240. If Employee selects a higher-cost medical plan, Employee will pay the difference as a payroll deduction.

If Employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

(b) Life Insurance: Employee shall receive Life Insurance as provided in the Executive Statement of Benefits, as it may be amended from time to time by the City Council.

12. RETIREMENT:

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount PERS requires. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPRA). In addition, in accordance with California Government Code section 20516 contract amendment process requirements, Employee shall pay six percent (6%) towards the employer's share of the CalPERS normal pension cost through a cost-sharing agreement. Effective July 6, 2026, the employee's cost-sharing contribution (pursuant to California Government Code section 20516) of six percent (6%), as listed above, shall be eliminated.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement the day and year written above.

CITY OF LODI, a municipal corporation

By: _____
JAMES LINDSAY
Interim City Manager

ATTEST:

By: _____
OLIVIA NASHED
City Clerk

EMPLOYEE

By: _____
KATIE O. LUCHESI

APPROVED AS TO FORM:

_____
WILLIAM BAIRD
Deputy City Attorney

RESOLUTION NO. 2024-156

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AMENDMENT NO. 1 TO CITY ATTORNEY EMPLOYMENT AGREEMENT TO INCREASE TO THE CITY ATTORNEY'S BASE SALARY TO MEDIAN WITH COMPETITOR AGENCIES AND SATISFY SECTION 7(A) REQUIRED PAY DIFFERENTIAL

==========

WHEREAS, the City contracted with Gallagher Benefit Services to complete a total compensation survey across City positions ("Survey"); and

WHEREAS, the Survey found that the top step of the Assistant City Attorney salary range is approximately 8.22% below, and the City Attorney salary is 8.25% below the median salaries of comparator agencies; and

WHEREAS, after three unsuccessful recruitment attempts to fill the Assistant City Attorney position and the Survey determining that the salary is not competitive, the City Council approved an 8.22% increase to the position's salary range in an attempt to attract a broad pool of qualified candidates to fill that role; and

WHEREAS, Section 7(a) of the City Attorney Employment Agreement with Katie Lucchesi dated October 19, 2023 ("Agreement"), requires the City to maintain a salary differential of at least 21.8% between the City Attorney base salary and the top step of the highest paid subordinate in the City Attorney's office; and

WHEREAS, the Assistant City Attorney salary increase triggered the Section 7(a) provision, and staff recommends that Council amend the Agreement to increase the City Attorney's base salary by 8.25% to match the median of comparator agencies and satisfy the 21.8% pay differential requirement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve Amendment No. 1 to the Agreement to increase the base salary of City Attorney Katie Lucchesi listed in Section 7 (a) by 8.25% to $267,033.06, as shown in Attachment 1 hereto; and

BE IT FURTHER RESOLVED that Amendment No. 1 to the Agreement shall take effect September 30, 2024.

Dated: September 18, 2024

==========

I hereby certify that Resolution No. 2024-156 was passed and adopted by the Lodi City Council in a regular meeting held September 18, 2024 by the following vote:

AYES:	COUNCIL MEMBERS – Bregman, Hothi, Nakanishi, Yepez, and Mayor Craig
NOES:	COUNCIL MEMBERS – None
ABSENT:	COUNCIL MEMBERS – None
ABSTAIN:	COUNCIL MEMBERS – None

Olivia Nashed

OLIVIA NASHED
City Clerk

2024-156

AMENDMENT NO. 1

CITY ATTORNEY EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO CITY ATTORNEY EMPLOYMENT AGREEMENT ("Amendment No. 1"), is made and entered this 3rd day of October, 2024, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and Katie O. Lucchesi, hereinafter called "EMPLOYEE".

W I T N E S S E T H:

1. WHEREAS, EMPLOYEE and CITY, entered into a City Attorney Employment Agreement on October 19, 2023 ("Agreement"), attached hereto as Exhibit 1 and made a part hereof; and

2. WHEREAS, Council approved an increase to the Assistant City Attorney salary range to meet the median of the CITY's comparator agencies and create a competitive recruitment of top candidates in the market; and

3. WHEREAS, this approved Assistant City Attorney pay range increase triggers the Agreement Section 7(a) requirement that the CITY maintain a 21.8% salary differential between the EMPLOYEE's salary and the top step of the next highest paid subordinate employee in the City Attorney's Office at all times; and

4. WHEREAS, the CITY now requests to amend Section 7(a) of the Agreement to list EMPLOYEE's base salary as $267,033.06, which will bring the City Attorney salary to the median of the City's comparator agencies satisfying the 21.8% salary differential requirement; and

5. WHEREAS, EMPLOYEE agrees to said amendment.

NOW, THEREFORE, the parties agree to amend Section 7(a) of the Agreement to reflect Employee's base salary of $267,033.06 as set forth above, and hereby intend that this salary increase shall take effect on September 30, 2024. All other terms and conditions of the Agreement shall remain unchanged.

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

CITY OF LODI, a municipal corporation

LISA CRAIG
Mayor

EMPLOYEE

KATIE O. LUCCHESI
City Attorney

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

BRIAN D. GABRIEL
Deputy City Attorney II

EXHIBIT 1
to Amendment No. 1

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of October 18, 2023, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Katie O. Lucchesi, hereinafter called "Employee," both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for her to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **GENERAL:**

   City agrees to employ Employee as the City Attorney of City starting October 19, 2023, and Employee accepts such employment and agrees to perform the functions and duties of City Attorney for the City as provided by law and as she may be assigned by the City Council.

2. **DUTIES & AUTHORITY:**

   Employee will:

   (a) Perform the functions and duties of a City Attorney as specified in applicable statutes including, but not limited to, the California Government Code, Rules of Professional Conduct, and City Ordinances, Resolutions, Rules and Regulations, as well as all other applicable federal, state, and local laws;

   (b) Provide legal advice, counsel, and representation of the City as requested by appropriate City officials and/or the City Council;

   (c) Perform all legally permissible and proper duties as the City Council may assign and as may be modified from time to time; and

   (d) Employee in coordination with the City Manager, shall recommend policies, rules, and regulations to implement City Council policies and shall enforce policies established by the City Council. To accomplish this, Employee shall:

      1) Attend City Council meetings as needed or required by the City Council.

      2) Review all documents agendized for any regular and special meetings of the City Council. Employee shall provide legal advice and counsel, and make recommendations in connection with such advice and counsel, to the City Manager and City Council concerning items on the City Council's agenda.

3. EXCLUSIVE EMPLOYMENT:

(a) Except as the City Council may otherwise approve in writing pursuant to subparagraph (b) of this paragraph 3, Employee has the duty and herein commits to devote her full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Attorney as specified in Lodi Municipal Code section 2.14.010, as well as other duties assigned by the City Council which reasonably relate to the position of City Attorney.

(b) Employee shall not accept employment from or on behalf of any person, firm, corporation or entity during the term of this Agreement except as approved in writing by the City Council. The foregoing shall not be construed to prevent Employee from performing volunteer community service, participating in community service organizations, Employee's membership on non-profit boards, serving as a temporary judge for a court or an administrative hearing officer for other agencies, or managing personal and real property investments, outside the City jurisdiction without requiring further approval of the City Council. However, if performing any of these activities within the City jurisdiction, Employee shall, prior to performing such services, disclose such anticipated services to the City Council and obtain its approval. Any approved outside services shall not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to fully perform her duties for City hereunder.

4. EMPLOYEE COMMITMENTS:

(a) Specific Tasks and Work Plans – Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion of the City Council as frequently as the City Council may choose.

(b) Hours of Work – Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of the position. Employee does not have set hours of work as she is expected to be available at all reasonable times. It is recognized that Employee must devote a great deal of her time outside "normal office hours" to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to her work schedule.

5. CITY COMMITMENTS:

(a) City shall provide Employee with an office, support staff, office equipment, supplies, and all other facilities and services adequate for the performance of her duties.

(b) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge appropriate and lawful business expenses up to the amount provided for in the City budget.

(c) City shall pay for Employee's California State Bar dues, including membership in the Public Law Section, San Joaquin County Bar Association dues, legal subscriptions, and Minimum Continuing Legal Education (MCLE) expenses.

(d) City agrees to pay travel and subsistence expenses of Employee to pursue official and other functions for the City, and meetings and occasions to continue the professional development of Employee, including but not limited to Annual Conferences of the League of California Cities, including the annual conference of the League's City Attorneys Department, and other national, regional, state, and local conferences, and governmental groups and committees upon which Employee serves as a member up to an amount provided for in the City budget.

6. MUTUAL COMMITMENTS:

Performance Evaluation – Annual performance evaluations are an important way for the City Council and Employee to ensure effective communications about expectations and performance. The City Council recognizes that for Employee to respond to its needs and to grow in the performance of her job, she needs to know how the City Council Members think she is performing. To assure Employee gets this feedback, the City Council commits to:

(a) Conduct an evaluation of Employee's performance at least annually, or on any other schedule deemed appropriate by the City Council. The City Council may use an outside facilitator to assist it in conducting this evaluation.

(b) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with Employee.

(c) The City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's strategic initiatives. The City Council and Employee shall further establish a relative priority among those various goals and objectives.

7. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of the Agreement:

(a) Base Salary – Employee shall be paid an annual salary of $234,935.06 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads. The City agrees to maintain a salary differential of at least 21.8% between the top step of the highest paid subordinate employee in the City Attorney's office and the City Attorney's salary at all times.

(b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers' Compensation.

(c) Future annual adjustments to Employee's salary shall be set by City Council action, and shall include a five percent (5%) wage increase effective January 8, 2024, and a four percent (4%) wage increase effective January 6, 2025, as was previously approved by City Council in Resolution 2022-308. City may not reduce salary or benefits provided by this Agreement unless:

(i) it does so on a Citywide (all-employees) basis, and then in no greater percentage than the average reduction of all City employees, or

(ii) it does so after providing Employee with a written negative performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.

(d) Any future negotiations between City and Employee as to Employee's salary, beyond the previously approved increases adopted in Subsection (c) above, shall be conducted in writing through the HR Manager or by an outside attorney or consultant hired by the City to serve as a third-party facilitator to ensure that both parties interests are represented in the negotiation.

(e) As a further incentive for Employee to take on this position, the City will pay Employee on a one-time basis, the amount of $11,553.08 subject to necessary payroll taxes.

8. AUTOMOBILE:

Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses in accordance with City's travel policies.

9. GENERAL EXPENSES:

Employee shall also be reimbursed by City for reasonable out-of-pocket expenses incurred in the course and scope of her employment in accordance with City reimbursement policies.

10. BASIC BENEFITS:

(a) Holidays - Employee shall receive 36 floating hours of paid leave (pro-rated for calendar year 2023) and ten and one half (10 ½) paid fixed holidays per year, credited in the same manner as all other City employees.

(b) Vacation Leave – Employee's vacation leave shall be calculated as if she were in her fifteenth year of continuous service to the City, accrued at a rate of 6.16 hours per pay period, as provided in the City of Lodi Executive Management Statement of Benefits, dated 2012, as amended from time to time by resolution of the City Council ("Executive Statement of Benefits"). Employee shall have the ability to cash out up to 40 hours of accrued vacation leave each year, as long as she has used at least 40 hours of vacation leave in the preceding 12 months, and has a vacation leave balance of at least 40 hours after the requested cash out. Upon termination or resignation of employment, Employee or those entitled to her estate shall receive a lump sum payment for unused or accumulated vacation time to her credit at her rate of pay as of her date of termination.

(c) Sick Leave - Employee shall be granted ninety-six (96) hours of sick leave per year which will accrue at a rate of 3.70 hours per pay period with no limit on the amount that can be accumulated.

(d) Administrative Leave - Employee shall be granted eighty (80) hours of administrative leave per calendar year (pro-rated for calendar year 2023). Employee may cash out up to eighty (80) hours of Administrative Leave each year. Upon termination or resignation of employment, Employee or those entitled to her estate shall receive a lump sum payment for unused or accumulated administrative leave to her credit at her rate of pay as of her date of termination.

(e) Deferred Compensation: Employee may participate in the City's Deferred Compensation plan. The City will match up to a percentage equal to the highest amount provided to any bargaining group, but which amount shall never be less than 3% of Employee's base salary.

(f) Other terms and conditions – Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other executive management employees of City in addition to said benefits set out in this Agreement.

11. INSURANCE:

(a) Health Insurance: Employee shall receive vision insurance, dental insurance, long term disability, chiropractic insurance, and any other similar benefit which may be made available to Employee by the City as outlined in the Executive Statement of Benefits. The Statement of Benefits or Council Resolution(s) describe(s) these benefits and any applicable deductibles.

Employee and her qualified dependents are eligible to participate in the City's sponsored medical insurance as offered through CalPERS, or other medical plan offered by the City. Effective January 1, 2023, the City will contribute a maximum towards the monthly medical premium based on qualifying tier ($2,005.52 for Family coverage, $1,542.71 for Employee+1, and $771.35 for Employee only), which amount may be increased from time to time as approved for other City employees.

If Employee selects a higher-cost medical plan, Employee will pay the difference as a payroll deduction. If Employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

(b) Life Insurance: Employee shall receive Life Insurance as provided in the Executive Statement of Benefits, as it may be amended from time to time by the City Council.

12. RETIREMENT:

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount PERS requires. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPRA). In addition, in accordance with California Government Code section 20516 contract amendment process requirements, Employee shall pay six percent (6%) towards the employer's share of the CalPERS normal pension cost through a cost-sharing agreement.

13. SEPARATION:

(a) Resignation – If Employee voluntarily resigns, Employee shall not be entitled to severance pay otherwise provided in Paragraph 14 of this Agreement. If Employee voluntarily resigns, she shall give City at least forty-five (45) days' advance written notice and shall be entitled to all earned salary and all earned, accrued, unused leave (vacation, sick, administrative, and holiday) through Employee's last day of employment with the City in the manner as all other City employees.

(b) Termination & Removal – The City Council may remove Employee with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. The City will respect Employee's rights under Government Code section 54957, subdivision (b). Employee shall not be removed during the first 120 days following any change in membership of the City Council, except upon four-fifths vote of the City Council. Given the at-will nature of the position of City Attorney, an important element of the employment Agreement pertains to termination. It is in both the City's interest and that of Employee that separation of Employee be done in a businesslike manner.

14. TERMINATION AND SEVERANCE:

If the City Council terminates Employee, City agrees to pay to Employee a lump sum cash payment equal to six (6) months' salary and to continue to pay Employee's health insurance benefits on the same terms set forth in Paragraph 11(a) of this Agreement for six (6) months from the Employee's date of termination. In all cases such payments shall be subject to all rules and regulations governing income tax withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to her, or a breach of this Agreement, City shall have no obligation to pay any severance provided in this Paragraph 14. If Employee is convicted of a crime involving abuse of her office or position, as described in Paragraph 20, Employee shall reimburse City for any severance pay paid to Employee under this Paragraph 14.

15. EMPLOYMENT TERM:

(a) Employee is an "at will" employee and shall serve at the pleasure of the City Council. Her at-will status cannot be changed except by formal amendment to this Agreement approved by the City Council at a properly noticed meeting and signed by the Mayor.

(b) Except as provided in Paragraph 14, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.

(c) Except as provided in Paragraph 13, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from her position as City Attorney at any time.

16. AUTHORITY TO WORK IN THE UNITED STATES:

Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986, before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

17. MODIFICATIONS:

No modification of this Agreement shall be valid unless said modification is in writing and signed by both parties.

18. CONFLICT OF INTEREST:

Because of the duties and role of Employee on behalf of the City and its residents, Employee shall not, without the prior approval of the City Council, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to her City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and upon separation from her position.

19. INDEMNIFICATION:

In accordance with and subject to the provisions of California's Government Claims Act (Government Code §825 et seq.), and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of her duties on the City's behalf for the period of her employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as City Attorney. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of her duties, the City may provide defense counsel for Employee in such suit and indemnify her from any judgment rendered against her; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing of Employee. Said duty to

indemnify shall survive termination of employment and expiration of this Agreement to protect Employee for any such acts undertaken or committed in her capacity as City Attorney, regardless of whether the notice of filing of a lawsuit occurs during or following her employment with the City.

20. ABUSE OF OFFICE:

Any severance payments or cash settlement paid in relation to the termination of this Agreement pursuant to Paragraph 14, and any legal criminal defense payments made by the City in the defense of Employee, if any, are subject to, and shall be interpreted to comply with, the limitations set forth in Government Code section 53260, concerning the maximum cash settlement in an employment contract, and Government Code sections 53243 through 53243.4, limiting and/or restricting payment or continued retention of severance payments and/or legal criminal defense payments should Employee be convicted of a crime involving an abuse of office or position. "Abuse of office or position" for purposes of this Agreement, shall be as defined in Government Code section 53243.4 which provides: "'abuse of office or position' means either of the following: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code."

21. ATTORNEY'S FEES:

If either City or Employee brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of this Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, actually incurred in connection therewith. If either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before which such suit, action, or appeal is pending shall award to the prevailing party such attorney's fees and costs as the court shall deem reasonable.

22. SEVERABILITY:

If any provision or any portion of any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

23. INTEGRATED AGREEMENT:

This writing contains the entire agreement between the parties and all prior or contemporaneous agreements, understandings or discussions relative to this Agreement are hereby superseded.

24. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue for any dispute as to this Agreement shall be in Lodi, San Joaquin County, California.

25. NOTICES:

All written notices required pursuant to this agreement shall be delivered to: City Clerk, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 West Pine Street, Lodi, CA 95240; and Katie Lucchesi, c/o City Hall, 221 West Pine Street, Lodi, CA 95240.

26. EXECUTION:

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

By: Mikey Hothi
Mikey Hothi
Mayor

EMPLOYEE:

Katie O. Lucchesi

Attest:

Olivia Nashed 10.26.23
Olivia Nashed
City Clerk

Approved as to Form:

Michael G. Colantuono
Special Counsel

Exhibit 1
to Amendment No. 1

RESOLUTION NO. 2023-236

A RESOLUTION OF THE LODI CITY COUNCIL APPOINTING KATIE O. LUCCHESI TO THE POSITION OF CITY ATTORNEY AND APPROVING EMPLOYMENT SERVICES AGREEMENT EFFECTIVE OCTOBER 18, 2023

==========

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appoint Katie O. Lucchesi to the position of City Attorney for the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council hereby approves the Employment Agreement (attached hereto as Exhibit A), effective October 18, 2023.

Dated: October 18, 2023

==========

I hereby certify that Resolution No. 2023-236 was passed and adopted by the City Council of the City of Lodi in a special meeting held October 18, 2023, by the following vote:

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

NOES: COUNCIL MEMBERS – Yepez

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

Olivia Nashed

OLIVIA NASHED
City Clerk

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN ADDENDUM TO THE EMPLOYMENT AGREEMENT FOR THE CITY ATTORNEY

==========

WHEREAS, following the City Attorney's annual review process, a representative from the City and Katie O. Lucchesi, City Attorney, have negotiated in good faith and reached a tentative agreement on amendments to the Employment Agreement for the City Attorney; and

WHEREAS, based on those negotiations, it is recommended that Council approve revisions to the Employment Agreement with Katie O. Lucchesi, City Attorney to include the following:

- One-time equity adjustment of nine-point three five percent (9.35%) base salary increase to $303,680 annually, retro-actively applied back to January 5, 2026;
- A three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- An additional three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating employee cost-sharing, of six percent (6%), effective July 6, 2026:
    - Classic Contribution seven percent (7%)
    - PEPRA Contribution of 50% of normal cost

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby approve and authorize the Interim City Manager to execute the attached Addendum to the Employment Agreement (Attachment 1) between the City of Lodi and Katie O. Lucchesi, City Attorney, to reflect the salary and benefit updates listed in the recitals above.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Olivia Nashed, City Clerk, Including Wage Adjustment to Bring the City Clerk's Base Salary to $162,842 Annually, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums (CM)

MEETING DATE:
February 18, 2026

PREPARED BY:
Adele Post, Acting Human Resources Manager

RECOMMENDED ACTION:
Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Olivia Nashed, City Clerk, Including Wage Adjustment to Bring the City Clerk's Base Salary to $162,842 Annually, Elimination of CalPERS Cost-Sharing, and Modification to the City's Contribution to Medical Premiums.

BACKGROUND INFORMATION:
The City of Lodi has negotiated successor Memorandums of Understanding ("MOUs") with several of the represented bargaining units that include equity adjustments, cost-of-living adjustments, increased City contribution towards medical premiums, and elimination of the CalPERS cost-sharing contributions.

Lodi City Council has completed the annual evaluation of the City Clerk and have negotiated amendments to the City Clerk's employment agreement, similar to those provided to other represented employees, as follows:

- One-time equity adjustment of 5.91%, retro-active to January 5, 2026;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- Three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating employee cost-sharing of six percent (6%), effective July 6, 2026:
    - Classic Contribution seven percent (7%)
    - PEPRA Contribution of 50% of normal cost

The current salary for the City Clerk is $153,755.22 annually. The agreed upon equity adjustment of five-point nine one percent (5.91%) will bring the City Clerk's annual salary to $162,842 which is the median of the comparable agencies as of the October 2025 total compensation report.

FISCAL IMPACT:

COUNCIL COMMUNICATION

The recommended salary adjustment will result in an approximate increase of $9,086.93 annually. Sufficient funds have been allocated within the current fiscal year's budget for this adjustment.

FUNDING AVAILABLE:
10005000.71001

EMPLOYMENT AGREEMENT ADDENDUM

Council Appointee
Exempt Service

City Clerk

THIS EMPLOYMENT AGREEMENT ADDENDUM ("Addendum") made and effective this _____, 2026, by and between the CITY OF LODI, a municipal corporation ("City") and Olivia Nashed, an individual ("Employee").

WHEREAS, the City and Employee entered into an Employment Agreement dated April 6, 2022, as shown in Exhibit "A" attached hereto and incorporated herein by this reference ("Agreement"); and

WHEREAS, on February 18, 2026, the City Council approved Resolution 2026-__ attached hereto as Exhibit "B", which authorized an equity increase to Employee's base salary to the amount of $162,842.15 to retroactively take effect on January 5, 2026; approving cost of living increases of three percent (3%) effective the first full pay period in January 2027, and January 2028; and amendments to Employee's benefits as listed below; and

WHEREAS, the City and Employee now wish to execute this Addendum agreeing and acknowledging the salary and benefits increases reflected in Resolution 2026-__ and update the Agreement language to reflect these changes.

Agreement

City and Employee hereby acknowledge and agree that the Agreement shall be updated to reflect the increases to Employee's salary and benefits as approved and adopted by the City Council in Resolution 2026-__ , as follows:

7. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of the Agreement:

(a) Base Salary – Effective January 5, 2026, Employee shall be paid an annual salary of $162,842 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads.

(b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers' Compensation.

(c) Future annual adjustments to Employee's salary shall be set by City Council action and shall include a three percent (3%) wage increase at the first full pay-period in January 2027, and another three percent (3%) wage increase at the first full pay-period in January 2028. City may not reduce salary or benefits provided by this Agreement unless:

(i) it does so on a Citywide (all employees) basis, and then in no greater percentage than the average reduction of all City employees, or

(ii) it does so after providing Employee with a written negative performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.

11. INSURANCE:

(a) Medical Insurance: Employee shall receive vision insurance, dental insurance, long term disability, chiropractic insurance, and any other similar benefit which may be made available to Employee by the City as outlined in the Executive Statement of Benefits. The Statement of Benefits or Council Resolution(s) describe(s) these benefits and any applicable deductibles.

Employee and qualified dependents are eligible to participate in the City's sponsored medical insurance as offered through CalPERS, or other medical plan offered by the City. Effective January 1, 2026, the City will contribute ninety percent (90%) of the monthly medical premium for the lowest cost HMO plan available in the zip code 95240 based on qualifying tier. Employee shall be responsible for ten percent (10%) of the medical premium for the lowest cost HMO plan available in the zip code 95240. If Employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction.

If Employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

(b) Life Insurance: Employee shall receive Life Insurance as provided in the Executive Statement of Benefits.

12. RETIREMENT:

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPRA). In addition, in accordance with California Government Code section 20516 contract amendment process requirements, Employee shall pay six percent (6%) towards the employer's share of the CalPERS normal pension cost through a cost-sharing agreement. Effective July 6, 2026, the employee's cost-sharing contribution (pursuant to California Government Code section 20516) of six percent (6%), as listed above, shall be eliminated.

NOW, THEREFORE, the parties hereby agree and acknowledge the increase to Employee's base salary, amendments to CalPERS cost-sharing, and the City's contribution towards medical insurance, as approved by the City Council in Resolution 2026-__, and confirm that all other terms and conditions remain as previously set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement the day and year written above.

CITY OF LODI, a municipal corporation

By: _____
JAMES LINDSAY
Interim City Manager

ATTEST:

By: _____
MARIA DITMORE
Deputy City Clerk

EMPLOYEE

By: _____
OLIVIA NASHED

APPROVED AS TO FORM:

_____
KATIE O. LUCCHESI
City Attorney

CITY CLERK EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of April 6th, 2022, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Olivia Nashed, hereinafter called "Employee," both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for her to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **GENERAL:**

   City agrees to employ Employee as the City Clerk of City starting April 11, 2022 and Employee agrees to perform the functions and duties the City Council shall from time to time assign to her.

   Employee is strongly encouraged to work towards the Certified Municipal Clerk and the Master Municipal Clerk designations from the International Institute of Municipal Clerks and remain actively involved in her professional association.

2. **DUTIES & AUTHORITY:**

   Employee will:

   (a) Perform the functions and duties of a City Clerk as specified in the California Government Code, City Ordinances, Resolutions, Rules and Regulations and other state and local statutes;

   (b) Perform all legally permissible and proper duties and functions as the City Council shall assign. Such duties may be modified from time to time upon such terms as are mutually agreeable to City and Employee;

   (c) Be responsible for managing and directing the operations of the City Clerk's office in accordance with an agreed upon performance plan;

   (d) Attend City Council meetings as needed by the City Council; and

   (e) Perform the functions and duties of the City Clerk to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

3. EXCLUSIVE EMPLOYMENT:

(a) Employee has the duty and herein commits to devote her full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Clerk as set forth above.

(b) Employee shall not accept employment from or on behalf of any person, firm, corporation or entity during the term of this Agreement except as approved in writing by the City Council. The foregoing shall not be construed to prevent Employee from performing volunteer community service, provided Employee shall, prior to performing such services, disclose such anticipated services to the City Council and obtain its approval. Any approved outside services shall not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to fully perform her duties for City hereunder.

4. EMPLOYEE COMMITMENTS:

(a) Specific Tasks and Work Plans – Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion by the City Council as frequently as the City Council may choose.

(b) Hours of Work – Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the obligations of her position. Employee does not have set hours of work as she is expected to be available at all times. It is recognized that Employee must devote a great deal of her time outside "normal office hours" to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to her work schedule.

5. CITY COMMITMENTS:

(a) City shall provide Employee with an office, support staff, office equipment, supplies, and all other facilities and services adequate for the performance of her duties.

(b) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge appropriate and lawful business expenses up to the amount provided for in the City budget.

(c) City shall pay such professional dues, subscriptions, and memberships in such organizations necessary for Employee to maintain professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for her continued professional growth and advancement and benefit to the City.

(d) City agrees to pay travel and subsistence expenses of Employee to pursue official and other functions for the City, and meetings and occasions to continue the professional development of Employee, including but not limited to Annual Conferences of the League of California Cities and other national, regional, state, and local conferences,

and governmental groups and committees upon which Employee serves as a member up to an amount provided for in the City budget.

6. MUTUAL COMMITMENTS:

Performance Evaluation – Annual performance evaluations are an important way for the City Council and Employee to ensure effective communications about expectations and performance. The City Council recognizes that for Employee to respond to their needs and to grow in the performance of her job, she needs to know how the City Council Members think she is performing. To assure Employee gets this feedback, the City Council commits to:

(a) Conduct an evaluation of Employee's performance at least annually, or on any other schedule deemed appropriate by the City Council. The City Council may use an outside facilitator to assist them in conducting this evaluation.

(b) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with Employee.

(c) The City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's policy objectives. The City Council and Employee shall further establish a relative priority among those various goals and objectives.

7. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of the Agreement:

(a) Base Salary – Employee shall be paid an annual salary of $132,831.59 per year, which sum may be adjusted from time to time as provided in this Agreement by action of the City Council, payable in twenty-six (26) equal installments in the same manner as City department heads.

(b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and Workers' Compensation.

(c) Future annual adjustments to Employee's salary shall be set by City Council action. City may not reduce salary or benefits provided by this Agreement unless:

(i) it does so on a Citywide (all employees) basis, and then in no greater percentage than the average reduction of all City employees, or

(ii) it does so after providing Employee with a written negative performance evaluation that provides direction and opportunity for improvement prior to any action to reduce salary or benefits.

8. AUTOMOBILE:

Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses in accordance with City's travel policies.

9. GENERAL EXPENSES:

Employee shall also be reimbursed by City for reasonable out-of-pocket expenses incurred in the course and scope of her employment in accordance with City reimbursement policies.

10. BASIC BENEFITS:

(a) Holidays - Employee shall receive 36 floating hours of paid leave (pro-rated for calendar year 2022) and nine and one half (9 ½) paid fixed holidays per year credited in the same manner as all other City employees.

(b) Vacation Leave – Employee will receive a bank of forty (40) hours of vacation leave concurrent with her start date that can only be used during Employee's first 12-months of Employment. Employee will receive paid vacation leave in increments of 3.08 hours per pay period, increasing as provided in the City of Lodi Executive Management Statement of Benefits, dated 2012, as amended from time to time by resolution of the City Council ("Executive Statement of Benefits"). Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated vacation time to her credit at her rate of pay as of her date of termination.

(c) Sick Leave - Employee shall be granted ninety-six (96) hours of sick leave per year which will accrue at a rate of 3.70 hours per pay period with no limit on the amount that can be accumulated.

(d) Administrative Leave - Employee shall be granted eighty (80) hours of administrative leave per calendar year (pro-rated for calendar year 2022). Employee may cash out up to eighty (80) hours of Administrative Leave, as provided under the Executive Statement of Benefits. Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated administrative leave to her credit at her rate of pay as of her date of termination.

(e) Deferred Compensation: Employee may participate in the City's Deferred Compensation plan. The City will match up to a percentage equal to the highest amount provided to any bargaining group (currently 3% of base salary).

(f) Other terms and conditions – Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other executive management employees of City in addition to said benefits set out in this Agreement.

11. INSURANCE:

(a) Medical Insurance: Employee shall receive vision insurance, dental insurance, long term disability, chiropractic insurance, and any other similar benefit which may be made available to Employee by the City as outlined in the Executive Statement of Benefits. The Statement of Benefits or Council Resolution(s) describe(s) these benefits and any applicable deductibles.

Employee and qualified dependents are eligible to participate in the City's sponsored medical insurance as offered through CalPERS, or other medical plan offered by the City. Effective January 1, 2022, the City will contribute a maximum towards the monthly medical premium based on qualifying tier ($1,794.51 for Family coverage, $1,380.39 for Employee+1, and $690.17 for Employee only).

If Employee selects a higher cost medical plan, Employee will pay the difference as a payroll deduction. If Employee elects not to be covered by medical insurance through the City, an additional $692.81 per month for Family or $532.92 for Employee+1 or $305.22 for a Single employee, will be added to either the Employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

(b) Life Insurance: Employee shall receive Life Insurance as provided in the Executive Statement of Benefits.

12. RETIREMENT:

City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPRA). In addition, in accordance with California Government Code section 20516 contract amendment process requirements, Employee shall pay six percent (6%) towards the employer's share of the CalPERS normal pension cost through a cost-sharing agreement.

13. SEPARATION:

(a) Resignation – In the event Employee terminates this Agreement by voluntary resignation of her position with the City, Employee shall not be entitled to severance pay otherwise provided in Paragraph 14 of this Agreement. In the event Employee voluntarily resigns her position with City, she shall give City at least forty-five (45) days advance written notice and shall be entitled to all earned salary and all earned, accrued, and unused leave (vacation, sick, administrative, and holiday) in the manner as all other City employees.

(b) Termination & Removal – The City Council may remove Employee with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. Employee shall not be removed during the first 120 days following any change in membership of the City Council, except upon four-fifths vote of the City Council. Given the at-will nature of the position of City Clerk, an important element of the employment Agreement pertains to termination. It is in both the City's

interest and that of Employee that separation of Employee be done in a businesslike manner.

14. TERMINATION AND SEVERANCE:

In the event Employee is terminated by the City Council, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary and to continue to pay Employee's health insurance benefits on the same terms set forth in Paragraph 11(a) of this Agreement for six (6) months from the Employee's date of termination. In all cases such payments shall be subject to all rules and regulations governing income tax withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to her, or a breach of this Agreement, City shall have no obligation to pay any severance provided in this Paragraph 14. In the event Employee is convicted of a crime involving abuse of her office or position, as described in Paragraph 19, Employee shall reimburse City for any severance pay paid to Employee under this Paragraph 14.

15. EMPLOYMENT TERM:

(a) Employee is an "at will" employee and shall serve at the pleasure of the City Council.

(b) Except as provided in Paragraph 14, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position as City Clerk, subject only to the provisions set forth in Paragraph 13 of this Agreement.

16. AUTHORITY TO WORK IN THE UNITED STATES:

Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986, before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

17. MODIFICATIONS:

No modification of this Agreement shall be valid unless said modification is in writing and signed by the party to be charged.

18. CONFLICT OF INTEREST:

Because of the duties and role of Employee on behalf of the City and its citizenry, Employee shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the City Council.

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to her City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

19. INDEMNIFICATION:

In accordance with and subject to the provisions of California's Government Claims Act (Government Code §825 et seq.), and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of her duties on the City's behalf for the period of her employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as City Clerk. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of her duties, the City may provide defense counsel for Employee in such suit and indemnify her from any judgment rendered against her; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Clerk, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

20. ABUSE OF OFFICE:

Any severance payments or cash settlement paid in relation to the termination of this Agreement, pursuant to Paragraph 14, and any legal criminal defense payments made by the City in the defense of Employee, if any, are subject to, and shall be interpreted to comply with, the limitations set forth in Government Code section 53260, concerning the maximum cash settlement in an employment contract, and Government Code sections 53243 through 53243.4, limiting and/or restricting payment or continued retention of severance payments and/or legal criminal defense payments should Employee be convicted of a crime involving an abuse of office or position. "Abuse of office or position" for purposes of this Agreement, shall be as defined in Government Code section 53243.4 which provides: '"abuse of office or position' means either of the following: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code."

21. ATTORNEY'S FEES:

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Agreement, the prevailing party in such action or proceedings shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith. In the event either party shall initiate any suit, action, or appeal on

any matter related to this Agreement, then the court before whom such suit, action, or appeal is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this Agreement or be a separate obligation as appropriate.

22. SEVERABILITY:

If any provision or any portion of any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

23. INTEGRATED AGREEMENT:

This writing contains the entire agreement between the parties and all prior or contemporaneous agreements, understandings or discussions relative to this Agreement are hereby superseded.

24. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Lodi, San Joaquin County, California.

25. NOTICES:

All written notices required pursuant to this agreement shall be delivered to: City Clerk, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 West Pine Street, Lodi, CA 95240; and Olivia Nashed, c/o City Hall, 221 West Pine Street, Lodi, CA 95240.

26. EXECUTION:

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

By: Mark Chandler
Mark Chandler
Mayor

Attest:

Pamela M. Farris
Pamela M. Farris
Assistant City Clerk

EMPLOYEE:

Olivia Nashed 3.24.2022
Olivia Nashed

Approved as to Form:

Janice D. Magdich
City Attorney

RESOLUTION NO. 2022-309

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING COMPENSATION AND BENEFIT MODIFICATIONS FOR CITY CLERK FOR THE PERIOD JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

==========

WHEREAS, the City has completed negotiations with all bargaining units; and

WHEREAS, it is recommended that Council provide salary and benefit modifications to the City Clerk's contract as follows:

- Six percent (6%) increase to base salary effective January 9, 2023; five percent (5%) increase to base salary effective January, 8, 2024; and four percent (4%) increase to base salary effective January 6, 2025;
- Increase to the City's contribution towards medical premiums and remain fixed over the term of the contract:
  - $ 2,005.52 per month for family coverage;
  - $ 1,542.71 per month for employee plus one dependent coverage; and
  - $ 771.35 per month for employee only coverage.
- Increase to the annual maximum dental benefit from $1,000 to $1,250, and the addition of orthodontia benefits for the employees and eligible dependents with a lifetime maximum benefit of $1,250.
- Addition of one fixed holiday in recognition of the Juneteenth holiday.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve compensation and benefit modifications to the City Clerk's contract.

Date: December 7, 2022

==========

I hereby certify that Resolution No. 2022-309 was passed and adopted by the Lodi City Council in a regular meeting held December 7, 2022, by the following vote:

AYES: COUNCIL MEMBERS – Hothi, Khan, Kuehne, Nakanishi, and Mayor Chandler

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

Olivia Nashed

OLIVIA NASHED
City Clerk

2022-309

RESOLUTION NO. 2026-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AN ADDENDUM TO THE EMPLOYMENT AGREEMENT FOR THE CITY CLERK

==========

WHEREAS, following the City Clerk's annual review process, a representative from the City and Olivia Nashed, City Clerk, have negotiated in good faith and reached a tentative agreement on amendments to the Employment Agreement for the City Clerk; and

WHEREAS, based on those negotiations, it is recommended that Council approve revisions to the Employment Agreement with Olivia Nashed, City Clerk, beyond those previously authorized in Resolution 2022-309, which shall include the following:

- One-time equity adjustment of five-point nine one percent (5.91%) base salary increase to $162,842 annually, retro-actively applied back to January 5, 2026;
- A three percent (3%) cost-of-living increase effective the first full pay-period in January 2027;
- An additional three percent (3%) cost-of-living increase effective the first full pay-period in January 2028;
- City shall pay up to 90% of the medical premium, by enrollment category, for the lowest cost HMO plan available in the zip code 95240, effective January 1, 2026;
- Reduce total employee pension contribution by eliminating employee cost-sharing, of six percent (6%), effective July 6, 2026:
    - Classic Contribution seven percent (7%)
    - PEPRA Contribution of 50% of normal cost

NOW THEREFORE BE IT RESOLVED that the Lodi City Council does hereby approve and authorize the Interim City Manager to execute the attached Addendum to the Employment Agreement (Attachment 1) between the City of Lodi and Olivia Nashed, City Clerk, to reflect the salary and benefit updates listed in the recitals above.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 18, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-_____

COUNCIL COMMUNICATION

AGENDA TITLE:
Adopt a Resolution Appointing an Interim City Manager Candidate, a Retired PERS Annuitant, at a Rate of $140 per hour and Not to Exceed 960 hours in a Fiscal Year (IS - HR)

MEETING DATE:
February 18, 2026

PREPARED BY:
Human Resources

RECOMMENDED ACTION:
Adopt a Resolution appointing an Interim City Manager candidate, a retired PERS annuitant, at a rate of $140 per hour and not to exceed 960 hours in a fiscal year.

BACKGROUND INFORMATION:
On November 5, 2025, City Council adopted a resolution appointing Mr. Lindsay to temporarily serve as the Interim City Manager, effective November 6, 2025, while the City undertakes the recruitment process to hire a permanent replacement for the City Manager position. However, Mr. Lindsay will reach 960 hours worked by the end of February 2026, or shortly thereafter, and the permanent position will remain vacant.

Section 21221(h) of the California Government Code specifically authorizes the appointment of a retired annuitant to a vacant position during recruitment for a permanent appointment. This Section requires (1) the appointment(s) of the retired annuitant not to exceed a combined total of 960 hours per fiscal year, (2) the compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties based on an hourly rate, and (3) the retired annuitant cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

On February 11, 2026, City Council interviewed candidates for the Interim City Manager position and considered the appointment of a Retired PERS Annuitant, to serve as the City's next Interim City Manager, during the permanent City Manager recruitment process in accordance with Section 21221(h). The proposed candidate, has served as the City Manager of another California city for five (5) years and other high-level city positions. This candidate will utilize prior expertise and specialized skill-set developed while serving as a City Manager and Department Director to now serve the City of Lodi in the Interim City Manager role.

This candidate also desires to accept the appointment as the City's Interim City Manager and will be compensated at $140 per hour. Final employment terms are being finalized and background checks being conducted, thus, a draft of the Interim City Manager Employment Agreement is included as Attachment 1, but all final terms will be blue-sheeted for City Council consideration and public review at the meeting.

Therefore, staff recommends Council adopt a resolution appointing the proposed candidate, a retired PERS annuitant, to Interim City Manager in accordance with Government Code Section 21221(h) effective February 28, 2026, pending background clearance, and authorizing execution of the Interim City Manager Employment Agreement as finalized in the blue sheet included as Attachment 1.

FISCAL IMPACT:
Not Applicable.

FUNDING AVAILABLE:
Funding available in City Manager's Budget.

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This **INTERIM CITY MANAGER EMPLOYMENT AGREEMENT** ("**Agreement**") is made and entered into as of February ____, 2026, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City" and XXXXXXXXXXXXX, an individual and retired PERS annuitant, hereinafter called "Employee," collectively referred to as "Parties," both of whom agree as follows:

RECITALS:

WHEREAS, the City desires to retain the services of Employee, a retired PERS annuitant, for appointment as its Interim City Manager while the City undertakes the recruitment process to hire a permanent replacement for the vacant city manager position; and

WHEREAS, Employee possesses the necessary, specialized skill-set to perform the Interim City Manager role and has significant experience as a long-time city manager making them well-qualified to serve in this capacity; and

WHEREAS, Section 21221(h) of the California Government Code authorizes the employment of a retired annuitant, as a person with specialized skills needed to fill a vacant position during recruitment for a permanent appointment, provided, that (1) the appointment(s) of the retired annuitant do not exceed a combined total of 960 hours per fiscal year, (2) the compensation does not exceed the maximum monthly base salary paid to other employees performing comparable duties based on an hourly rate, and (3) the retired annuitant does not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate; and

WHEREAS, the Parties desire to enter into this Agreement to acknowledge the City Council's appointment of Employee as Interim City Manager effective March 2, 2026, to retain the services of Employee, a retired PERS annuitant, as its Interim City Manager while the permanent position is vacant through the recruitment process; and

WHEREAS, Employee desires to accept the appointment and the employment as the City's Interim City Manager subject to the limitations of Section 21221(h) and pursuant to the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto mutually agree as follows:

I. **Recitals Incorporated**.

The Recitals set forth above are hereby incorporated into this Agreement by this reference.

II. **Agreement to the Agreement to Account for Interim City Manager Appointment**.

The City and Employee agree and acknowledge Employee's appointment as Interim City Manager in accordance with the following terms:

1. POSITION: DUTIES; HOURS; DIRECTION; ACTIVITIES; PERIOD OF EMPLOYMENT; COMPENSATION; STATUS OF EMPLOYMENT AS A PERS ANNUITANT.

1.1 Term of Position. The City hereby appoints Employee as the Interim City Manager ("**ICM**") of City starting on February 28, 2026, at 12:00 a.m. ("**Effective Date**"), and Employee accepts such employment and agrees to perform the functions and duties of ICM for the City as provided by law and as they may be assigned by the City Council. The term of this ICM appointment shall continue until the City Council fills the vacancy for the permanent City Manager position, unless sooner terminated pursuant to Paragraph 7 below of the Agreement. Additionally, pursuant to Government Code section 21221(h), as a retired PERS annuitant, Employee may not perform more than 960 hours per fiscal year for the City, inclusive of other qualifying employment.

Employee agrees and understands that the purpose of this Agreement is to provide for Employee's services to the City on a short-term basis, that this Agreement reflects the City's need for interim services that regular staff cannot perform, and this Agreement does not create an ongoing position for Employee with City.

1.2 Duties & Authority. Employee will:

(a) Perform the functions and duties of an ICM as specified in applicable statutes including, but not limited to, the California Government Code, and City Ordinances, Resolutions, Rules and Regulations, as well as all other applicable federal, state, and local laws and regulations;

(b) Conduct the efficient administration of all the affairs of the City, which are under their control. In addition to the ICM's general powers as administrative head, and not as a limitation thereon, it is their duty and they shall have power to complete the tasks and responsibilities outlined in Lodi Municipal Code Section 2.12.060;

(c) Perform all legally permissible and proper duties as the City Council may assign and as may be modified from time to time;

(d) Comply with all applicable federal, state, and City laws and regulations;

(e) Employee shall recommend strategies and procedures to implement City policies, rules, and regulations and shall enforce such policies, rules, and regulations, as established by the City Council. To accomplish this, Employee shall:

1) Attend City Council meetings as needed or required by the City Council.

2) Review all items, and any supporting documents, agendized for any regular and special meetings of the City Council. Employee shall consult with the City Attorney, Department Heads, relevant staff and consultants as necessary to advise City Council concerning strategies, procedures and items on the City Council's agenda.

3) For matters requiring legal interpretation of City policies, procedures, and agreements with third parties, coordinate with the City Attorney, or direct staff to do so.

(f) Employee acknowledges that the position of ICM is a position of high visibility before the public. Employee shall conduct themselves before the public, both during and outside of regular working hours, in a manner that reflects favorably upon City.

(g) Employee will maintain a log of hours worked for the City and shall submit a record of hours worked to the City Finance Department according to the same schedule and procedures as other City retired annuitants. The City will provide Employee with copies of the hours reports periodically submitted to CalPERS regarding hours worked under this Agreement.

1.3 Outside Employment.

(a) Except as provided as the City Council may otherwise approve in writing pursuant to subparagraph (b) of this Paragraph 1.3, Employee has the duty and herein commits to devote at least 80% of his/her working time per week on the duties and responsibilities of the position of ICM as specified in Lodi Municipal Code section 2.12.060, as well as other duties assigned by the City Council, which reasonably relate to the position of ICM. Employee will have the flexibility to determine a work schedule and work location (onsite at City Hall or a remote location outside the City) to perform these duties and responsibilities to the satisfaction of the City Council.

(b) Subject to the terms of this Agreement, Employee is permitted to maintain outside employment or conduct outside business activities on behalf of any person, firm, corporation or entity during the Employment Term provided that such outside employment or business activities do not create a Conflict of Interest as defined by the California Political Reform Act of 1974 and other applicable state laws and regulations, a prohibited contract, or incompatibility of office under applicable laws and regulations, and provided that such outside employment or business activities do not prevent employee from devoting at least 80% of their working time. Employee represents that any such outside employment or business activities will not interfere with their duties as ICM.

(c) Paragraph 1.3(b) shall not be construed to prevent Employee from performing volunteer community service, participating in community service organizations, Employee's membership on non-profit boards, or managing personal and real property investments, outside the City jurisdiction, without requiring further approval of the City Council. Any outside services shall not create nor tend to create a disqualifying conflict of interest as

defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to fully perform his duties for City hereunder.

(d) Prior to finalizing an offer of employment, Employee shall submit to City a Statement of Economic Interests (Form 700) to ensure all potential conflicts of interest or incompatible offices are disclosed to City and to give notice of the nature and extent of any proposed outside employment activities while Employee serves as ICM. Employee hereby agrees that the information documented on their Form 700 is true and complete.

1.4 Employee Commitments.

(a) Specific Tasks and Work Plans - Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion of the City Council as frequently as the City Council may choose.

(b) Hours of Work - Employee is an exempt employee who does not accrue compensatory time off but is expected to engage in those hours of work as necessary to fulfill the obligations of the position.

1.5 City Commitments.

(a) City shall provide Employee with an office, support staff, office equipment, supplies, and all other facilities and services adequate for the performance of his duties.

(b) City shall pay for, or provide, Employee reimbursement of actual business expenses, with the exception of mileage/commute and housing expenses.

1.6 Mutual Commitments. Performance Evaluation - Routine performance evaluations are an important way for the City Council and Employee to ensure effective communication about expectations and performance. The City Council recognizes that for Employee to respond to its needs, Employee may from time to time need feedback from the City Council about the performance of his/her job. The City Council may schedule performance evaluations for Employee at its discretion.

1.7 Compensation. City agrees to provide the following compensation to Employee during the Employment Term of the Agreement:

(a) Base Salary - Employee shall be paid at the rate of $ 140 per hour ("Hourly Rate"). This hourly rate reflects the hourly rate of City's current City Council adopted salary schedule for City Manager.

(b) Hourly Rate shall be payable to Employee on regularly scheduled City payroll dates and shall be subject to all applicable payroll taxes and withholdings. Such compensation shall be the sole compensation for services under this Agreement.

1.8 Employment of a PERS Annuitant. Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business, or (2) because the retired employee has skills needed in performing the work of limited duration.

1.9 Effect of Agreement on Retired Annuitant's CalPERS Retirement Benefits; Indemnification: The City makes no representation on the impact, if any, this Agreement shall or may have upon Retired Annuitant's CalPERS retirement benefits, status, duties, and/or obligations. Retired Annuitant acknowledges that in entering into this Agreement, Retired Annuitant has not relied upon any such representations in assessing the CalPERS-related impact of this temporary employment. Retired Annuitant releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with Retired Annuitant's employment pursuant to this Agreement.

2. EXPENSES:

2.1 General Expenses. Employee shall also be reimbursed by City for reasonable job-related expenses incurred in the course and scope of his/her employment, except that Employee will not be compensated for mileage/commuting or housing expenses.

2.2 No Leaves or Benefits. As a retired PERS annuitant, Employee shall not receive any holiday, vacation, sick, or administrative leave or any other benefit, incentive, or compensation in lieu of benefits other than the hourly rate of pay. Employee understands and agrees that Employee is not, and will not be, entitled to receive any benefits from City.

2.3 Other Terms & Conditions. Except as otherwise provided herein, and to the extent such provisions apply to a retired PERS annuitant, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to working conditions as they now exist or hereafter may be amended also shall apply to Employee.

3. "AT WILL" EMPLOYMENT STATUS:

(a) Employee is an "at will" employee and shall serve at the pleasure of the City Council. Employee's at-will status cannot be changed except by formal amendment to this Agreement approved by the City Council at a properly noticed meeting and signed by the Mayor.

(b) Except as provided in Paragraph 7 nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.

(c) Except as provided in Paragraph 7, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from his/her position as ACM at any time.

4. AUTHORITY TO WORK IN THE UNITED STATES:

Employee represents, under penalty of perjury, that he is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986, before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that he is legally entitled to work in the United States, and must execute the verification required by that Act.

5. CONFLICT OF INTEREST:

Because of the duties and role of Employee on behalf of the City and its residents, Employee shall not, without the prior approval of the City Council, during the Employment Term, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of City, except for stock ownership in any company whose capital stock is publicly held and regularly traded. Employee shall also be subject to the conflict of interest provisions of the California Government Code and any other conflict of interest code applicable to his City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements as a condition of appointment, annually thereafter, and upon separation from his position.

6. ABUSE OF OFFICE:

Any legal criminal defense payments made by the City in the defense of Employee, if any, are subject to, and shall be interpreted to comply with, the limitations set forth in Government Code section 53260, concerning the maximum cash settlement in an employment contract, and Government Code sections 53243 through 53243.4, limiting and/or restricting payment and/or legal criminal defense payments should Employee be convicted of a crime involving an abuse of office or position. "Abuse of office or position" for purposes of this Agreement, shall be as defined in Government Code section 53243.4 which provides: "'abuse of office or position' means either of the following: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority. (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code."

7. TERMINATION:

(a) Termination With Cause - The City reserves the right to terminate Employee's employment with cause at any time without notice.

(b) Termination Without Cause - City also may terminate Employee's position without cause. In that event, City will endeavor to provide 30 days' advanced written notice of termination to Employee, but City may terminate Employee's position without cause with no less than 72 hours' advanced written notice.

(c) Employee agrees and understands that Section 2.12.050 of the Lodi Municipal Code does not govern the termination of Employee's position as ICM pursuant to this Agreement. Section 2.12.050 of the Municipal Code provides that the City Manager is appointed for an indefinite term and the City Council may remove him/her by a majority vote of its members, and it imposes further procedural requirements on the City Council in terminating the City Manager's position. **Employee hereby waives any claim to ongoing employment or to any procedural rights regarding termination of his employment as provided by Section 2.12.050 or as otherwise provided in the Lodi Municipal Code**.

Employee Acknowledgement: ___

(d) Resignation - If Employee voluntarily resigns his/her employment with City, he/she shall endeavor to give City at least thirty (30) days' advance written notice, but shall at a minimum provide no less than seven (7) days' advance written notice of resignation.

(e) No Severance – In the event Employee's employment is terminated by City, with or without cause, no severance payment shall be provided.

8. GENERAL PROVISIONS:

8.1 Modification. No modification of this Agreement shall be valid unless said modification is in writing and signed by both Parties.

8.2 Indemnification. In accordance with and subject to the provisions of California's Government Claims Act (Government Code §825 et seq.), and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of his duties on the City's behalf for the period of his employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as ACM. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of his duties, the City may provide defense counsel for Employee in such suit and indemnify his from any judgment rendered against him; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing of Employee. Said duty to indemnify shall survive termination of employment and expiration of this Agreement to protect Employee for any such acts undertaken or committed in his capacity as ICM, regardless of whether the notice of filing of a lawsuit occurs during or following his employment with the City.

8.3 Dispute Resolution & Attorney's Fees. In the event of a dispute arising from or related to the Agreement, and before bringing any action or proceeding against the other, including

but not limited to, an action to enforce or to declare the termination, cancellation or revision of this Agreement, the Parties shall participate in good faith mediation before a qualified and mutually agreeable neutral mediator. The City shall pay for the mediation expense not to exceed one day. Any further mediation expenses shall be shared equally by the City and Employee. In the event that the City or Employee must commence an action or proceeding, as against each other, in order to preserve any application statute of limitations, the party(s) commencing the action shall immediately stay such proceedings until mediation is completed. Should the initial mediation efforts to resolve the dispute related to this Agreement prove unsuccessful, either party shall be entitled to pursue all other legal remedies available under the law. The prevailing party in such further action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, actually incurred in connection therewith. If either party shall initiate any suit, action, or appeal on any matter related to this Agreement, then the court before which such suit, action, or appeal is pending shall award to the prevailing party such attorney's fees and costs as the court shall deem reasonable.

8.4 Severability. If any provision or any portion of any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

8.5 Integrated Agreement. This writing contains the entire agreement between the Parties and all prior or contemporaneous agreements, understandings, or discussions relative to this Agreement are hereby superseded.

8.6 Jurisdiction & Venue. This Agreement shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue for any dispute as to this Agreement shall be in Lodi, San Joaquin County, California.

8.7 Notices. All written notices required pursuant to this agreement shall be delivered to:

City Clerk, P.O. Box 3006, Lodi, CA 95241 or City Hall, 221 West Pine Street, Lodi, CA 95240; and

XXXXXXXXX, XXXXXXXX, XXXXX, CA, XXXXX.

III. EXECUTION:

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:	**Employee:**
Ramon Yepez, Mayor	XXXXXXXXXXX, Employee

APPROVED AS TO FORM: **ATTEST:**

Katie Lucchesi, City Attorney

Olivia Nashed, City Clerk

RESOLUTION NO. 2026-__

A RESOLUTION OF THE LODI CITY COUNCIL APPOINTING INTERIM CITY MANAGER AND APPROVING THE EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER

==========

WHEREAS, the City of Lodi desires to appoint a person with specialized skills qualified to fill the Interim City Manager role while the City undertakes the recruitment process to hire a permanent replacement for the vacant City Manager position, pursuant to Government Code Section 21221 (h) and a written Interim City Manager Employment Agreement; and

WHEREAS, the proposed candidate possesses the necessary, specialized skill-set to perform the role of Interim City Manager and the work to be performed by the candidate is in excess of what City's permanent staff can presently perform; and

WHEREAS, the proposed Interim City Manager candidate is a retired annuitant who has been retired from public service for more than 180 days and who has specialized city management experience; and

WHEREAS, the Interim City Manager's monthly compensation shall not exceed the maximum monthly base salary for the City Manager position, and the Interim City Manager will not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate; and

WHEREAS, Government Code section 21221(h) limits the number of hours a retired annuitant may work to 960 hours in a fiscal year; and

WHEREAS, the Interim City Manager candidate has certified that he/she has not received unemployment insurance compensation within the 12-month period prior to his appointment; and

WHEREAS, the proposed candidate has agreed to fill the position of Interim City Manager under the terms pursuant to a written agreement as shown in Attachment 1 hereto, as approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED in consideration of the above stated and the mutual covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

1. The City Council hereby appoints the proposed candidate to the role of Interim City Manager effective February 28, 2026 at 12:00 am and the proposed candidate accepts such appointment in writing under applicable law, under the terms of the Interim City Manager Employment Agreement as shown in the blue sheet of Attachment 1, consistent with the requirements of Government Code Section 21224(a), subject to and conditioned on the successful completion of the City's standard background check and any remaining employment procedures.

Dated: February 18, 2026

==========

I hereby certify that Resolution No. 2026-__ was passed and adopted by the Lodi City Council in a regular meeting held February 18, 2026 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-__

COUNCIL COMMUNICATION

AGENDA TITLE:
Waive the Second Reading and Adopt Ordinance No. 2044 Amending Lodi Municipal Code Chapter 15.44 “Off -Site Improvements and Dedications,” by Updating Section 15.44.040 “Exemption or Deferment” (CLK)

MEETING DATE:
February 18, 2025

PREPARED BY:
Olivia Nashed, City Clerk

RECOMMENDED ACTION:
Waive the Second Reading and Adopt Ordinance No. 2044 Amending Lodi Municipal Code Chapter 15.44 “Off -Site Improvements and Dedications,” by updating Section 15.44.040 “Exemption or Deferment.”

BACKGROUND INFORMATION:
Ordinance No. 2044 entitled “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 15.44 - Off-Site Improvements And Dedications, Section 15.44.040 (A) - Exemption Or Deferment” was introduced at the regular City Council meeting of January 7, 2026.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required - one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov’t Code § 36934.***

Ordinances take effect 30 days after their final passage. ***Cal. Gov’t Code § 36937.***

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT:
Not Applicable.

FUNDING AVAILABLE:
Not Applicable.

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE CHAPTER 15.44 – OFF-SITE IMPROVEMENTS AND DEDICATIONS, SECTION 15.44.040 (A) – EXEMPTION OR DEFERMENT

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Chapter 15.44 "Off-Site Improvements and Dedications," Section 15.44.040 "Exemption or deferment" of the Lodi Municipal Code is hereby amended to read as follows:

15.44.040 - Exemption or deferment.

A. The requirements of Section 15.44.030 do not apply if the cost of development within any twelve-month period is determined by the ~~public works director~~Public Works Director to be less than ~~twenty-five~~one hundred fifty thousand dollars. This amount shall be adjusted by the ~~public works director~~Public Works Director on July 1st of each year, beginning on July 1, ~~1994~~2026, based upon the change of the U.S. Average Engineering News-Record ~~Building~~ Construction Cost Index, using the following formula:

Amount = $~~25,000~~ 150,000 × ENR Index for June ~~2838 (ENR Index for June 1992)~~(compared to the Index from December 2025)

and that the amount shall be rounded to the nearest one hundred dollars.

B. The C~~c~~ity may defer compliance with the requirements of Section 15.44.030 if the P~~p~~ublic W~~w~~orks D~~d~~irector determines that it would be in the best interest of the C~~c~~ity to cause all or a portion of the work to be done on an area-wide basis, provided that the property owner enters into an agreement with the city agreeing that the property owner will undertake and start the construction of the required improvements within ninety days after notice is given by the city. The agreement shall further provide that in the event of default in undertaking and completing the required improvements within the time specified, the city may cause such work to be done and the cost thereof to be assessed as a lien against the property. Such agreement shall also be considered as a covenant running with the land and shall be recorded in order to constitute notice to any prospective buyer of such property. The city manager is authorized to execute such an agreement for and on behalf of the city.

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

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

Signature: Katie Lucchesi (Dec 29, 2025 16:38:45 PST)
Email: klucchesi@lodi.gov

declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. No Conflicts. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

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

Approved this ___ day of _____, 2026

RAMON YEPEZ
MAYOR

ATTEST:

OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

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

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

OLIVIA NASHED
City Clerk

Approved to Form:

KATIE O. LUCCHESI
City Attorney
KL

Sidewalk Off-site Improvements Ord. - redline

Final Audit Report 2025-12-30

Created:	2025-12-30
By:	Vanessa Serna (vserna@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXaqTUlxVPdsFEMOgzksNchYwHGzGQP0e

"Sidewalk Off-site Improvements Ord. - redline" History

Document created by Vanessa Serna (vserna@lodi.gov)
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Document emailed to Katie Lucchesi (klucchesi@lodi.gov) for signature
2025-12-30 - 0:25:08 AM GMT

Email viewed by Katie Lucchesi (klucchesi@lodi.gov)
2025-12-30 - 0:38:20 AM GMT

Document e-signed by Katie Lucchesi (klucchesi@lodi.gov)
Signature Date: 2025-12-30 - 0:38:45 AM GMT - Time Source: server

Agreement completed.
2025-12-30 - 0:38:45 AM GMT

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE CHAPTER 15.44 – OFF-SITE IMPROVEMENTS AND DEDICATIONS, SECTION 15.44.040 (A) – EXEMPTION OR DEFERMENT

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Chapter 15.44 "Off-Site Improvements and Dedications," Section 15.44.040 "Exemption or deferment" of the Lodi Municipal Code is hereby amended to read as follows:

15.44.040 - Exemption or deferment.

A. The requirements of Section 15.44.030 do not apply if the cost of development within any twelve-month period is determined by the Public Works Director to be less than one hundred fifty thousand dollars. This amount shall be adjusted by the Public Works Director on July 1st of each year, beginning on July 1, 2026, based upon the change of the U.S. Average Engineering News-Record Construction Cost Index, using the following formula:

$$\text{Amount} = \$150{,}000 \times \frac{\text{ENR Index for June}}{\text{(compared to the Index from December 2025)}}$$

and that the amount shall be rounded to the nearest one hundred dollars.

B. The City may defer compliance with the requirements of Section 15.44.030 if the Public Works Director determines that it would be in the best interest of the City to cause all or a portion of the work to be done on an area-wide basis, provided that the property owner enters into an agreement with the city agreeing that the property owner will undertake and start the construction of the required improvements within ninety days after notice is given by the city. The agreement shall further provide that in the event of default in undertaking and completing the required improvements within the time specified, the city may cause such work to be done and the cost thereof to be assessed as a lien against the property. Such agreement shall also be considered as a covenant running with the land and shall be recorded in order to constitute notice to any prospective buyer of such property. The city manager is authorized to execute such an agreement for and on behalf of the city.

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

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

Signature: Katie Lucchesi (Dec 29, 2025 16:38:13 PST)

Email: klucchesi@lodi.gov

Section 4. No Conflicts. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

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

Approved this ___ day of _____, 2026

_____
RAMON YEPEZ
MAYOR

ATTEST:

_____
OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

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

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

_____
OLIVIA NASHED
City Clerk

Approved to Form:

_____
KATIE O. LUCCHESI
City Attorney KL

ORDINANCE Revisions - Offsite Improv.KL.clean - final

Final Audit Report 2025-12-30

Created:	2025-12-30
By:	Vanessa Serna (vserna@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA65DTmFxfWNFdM2xEcKHXgqpf16Fz1KAz

"ORDINANCE Revisions - Offsite Improv.KL.clean - final" History

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Email viewed by Katie Lucchesi (klucchesi@lodi.gov)
2025-12-30 - 0:37:39 AM GMT

Document e-signed by Katie Lucchesi (klucchesi@lodi.gov)
Signature Date: 2025-12-30 - 0:38:13 AM GMT - Time Source: server

Agreement completed.
2025-12-30 - 0:38:13 AM GMT

COUNCIL COMMUNICATION

AGENDA TITLE:
Waive the Second Reading and Adopt Ordinance No. 2045 Amending Lodi Municipal Code Chapter 2.12 “City Manager” by Revising Section 2.12.050 “Removal” (CLK)

MEETING DATE:
February 18, 2026

PREPARED BY:
Olivia Nashed, City Clerk

RECOMMENDED ACTION:
Waive the second reading and adopt Ordinance No. 2045 amending Lodi Municipal Code (LMC) Chapter 2.12 “City Manager” by revising LMC Section 2.12.050 “Removal”.

BACKGROUND INFORMATION:
Ordinance No. 2045 entitled “An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 2 “Administration and Personnel” Chapter 2.12 “City Manager” Section 2.12.050 “Removal”” was introduced at the regular City Council meeting of January 7, 2026.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required - one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov’t Code § 36934.***

Ordinances take effect 30 days after their final passage. ***Cal. Gov’t Code § 36937.***

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT:
Not Applicable.

FUNDING AVAILABLE:
Not Applicable.

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE TITLE 2 "ADMINISTRATION AND PERSONNEL" CHAPTER 2.12 "CITY MANAGER" SECTION 2.12.050 "REMOVAL".

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Section 2.12.050 "Removal" of the Lodi Municipal Code is hereby amended to read as follows:

2.12.050 Removal.

The City Council shall appoint the City Manager ~~for an indefinite term~~ and may remove him or her ~~by a majority vote of its members~~in accordance with this Section, as follows:

A. At least ~~thirty~~ ten calendar days before ~~such~~ removal shall become effective, the City Manager shall be furnished with a written notice stating the Council's intention to remove. ~~the council shall by a majority vote of its members adopt a preliminary resolution stating the reason for his removal. The manager may reply in writing within ten days after receipt of notice of such preliminary resolution, and may request a public hearing which shall be held not earlier than twenty days nor later than thirty days after the filing of such request. After such public hearing, if one is requested, and after full consideration, the council by a majority vote of its members may adopt a final resolution of removal. By the preliminary resolution the council may suspend the manager from duty, but shall in any case cause to be paid him forthwith any unpaid balance of his salary and his monthly salary shall continue to be paid following adoption of the preliminary resolution until he is reinstated or removed.~~

B. For a period of ninety (90) calendar days following a general municipal election which a new member of the City Council is elected, the City Manager may only be removed for misconduct in office by a majority vote of Council, or a 4/5 vote of Council shall be required to remove the City Manager for all other reasons within that ninety-day period.

C. After the expiration of such ninety-day period described in Subsection(B) above, the City Manager may be removed for any or no reason because the City Manager serves at the pleasure of the City Council as an at-will employee.

~~A.~~D. In event of removal, the City Council shall appoint a new City Manager within a reasonable time thereafter and must exercise due diligence in naming a successor.

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

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. No Conflicts. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

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

Approved this ___ day of _____, 2026

_____
RAMON YEPEZ
MAYOR

ATTEST:

_____
OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

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

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

OLIVIA NASHED
City Clerk

Approved to Form:

KATIE O. LUCCHESI
City Attorney
KL

Signature: Katie Lucchesi (Dec 30, 2025 12:42:57 CST)

Email: klucchesi@lodi.gov

CM Removal Ord_redline_01.07.26

Final Audit Report 2025-12-30

Created:	2025-12-30
By:	Vanessa Serna (vserna@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUNYb6BLy6cPYd42P_UNb9-oJwU6r_Rje

"CM Removal Ord_redline_01.07.26" History

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Document emailed to Katie Lucchesi (klucchesi@lodi.gov) for signature
2025-12-30 - 6:25:58 PM GMT

Email viewed by Katie Lucchesi (klucchesi@lodi.gov)
2025-12-30 - 6:42:06 PM GMT

Document e-signed by Katie Lucchesi (klucchesi@lodi.gov)
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Agreement completed.
2025-12-30 - 6:42:57 PM GMT

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE TITLE 2 "ADMINISTRATION AND PERSONNEL" CHAPTER 2.12 "CITY MANAGER" SECTION 2.12.050 "REMOVAL".

==========

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Section 2.12.050 "Removal" of the Lodi Municipal Code is hereby amended to read as follows:

2.12.050 Removal.

The City Council shall appoint the City Manager and may remove him or her in accordance with this Section, as follows:

A. At least ten calendar days before removal shall become effective, the City Manager shall be furnished with a written notice stating the Council's intention to remove.

B. For a period of ninety (90) calendar days following a general municipal election which a new member of the City Council is elected, the City Manager may only be removed for misconduct in office by a majority vote of Council, or a 4/5 vote of Council shall be required to remove the City Manager for all other reasons within that ninety-day period.

C. After the expiration of such ninety-day period described in Subsection(B) above, the City Manager may be removed for any or no reason because the City Manager serves at the pleasure of the City Council as an at-will employee.

D. In event of removal, the City Council shall appoint a new City Manager within a reasonable time thereafter and must exercise due diligence in naming a successor.

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

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

Section 4. No Conflicts. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days

Signature: Katie Lucchesi (Dec 30, 2025 12:43:26 CST)

Email: klucchesi@lodi.gov

after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ___ day of _____, 2026

_____
RAMON YEPEZ
MAYOR

ATTEST:

_____
OLIVIA NASHED
City Clerk

State of California
County of San Joaquin, ss.

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

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

_____
OLIVIA NASHED
City Clerk

Approved to Form:

_____
KATIE O. LUCCHESI
City Attorney

KL

CM Removal Ord_clean_01.07.26

Final Audit Report 2025-12-30

Created:	2025-12-30
By:	Vanessa Serna (vserna@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7q-Fzz7mE9vA9HauGdsd2KfGAKpOXVBJ

"CM Removal Ord_clean_01.07.26" History

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2025-12-30 - 6:43:05 PM GMT

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