

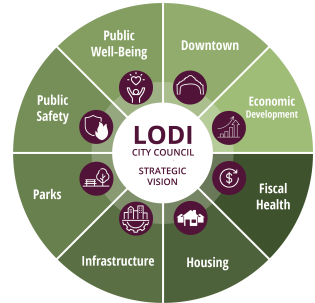


LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA - Regular Meeting
Date: April 1, 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
- 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
- Virtually - Zoom Webinar
 - > Meeting ID: 896 1185 8270
 - > Passcode: 905788
 - > Phone number: 1 253 215 8782 or 1 346 248 7799
 - > Link:
<https://us06web.zoom.us/j/89611858270?pwd=n52xaYlla3ObhLaXKfn5357Wn3QOud.1>

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) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION, significant Exposure to Litigation pursuant to Government Code § 54956.9(d)(2). Two cases.
- b) PUBLIC EMPLOYEE APPOINTMENT, Pursuant to Government Code § 54957(b). One Position: City Manager recruitment.
- c) PUBLIC EMPLOYEE APPOINTMENT, Pursuant to Government Code § 54957(b). Title: City Attorney Recruitment, and Interim City Attorney Appointment.

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.

C-4 Return to Open Session / Disclosure of Action**A. Call to Order / Roll Call****B. Presentations**

- B.1** Presentation of Proclamation Proclaiming April 4, 2026, as Arbor Day in Lodi (PRCS)

Attachments: [Attachment 1 - Proclamation](#)

- B.2** Presentation of Non-Profit Allocation Check to Lodi Boys and Girls Club (CLK)

- B.3** Presentation of Non-Profit Allocation Check to Lodi Community Church ("Love Lodi") (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.

- Res. **C.1** Adopt a Resolution Approving Renewal of Chiropractic Benefit Administration Agreement with Landmark Healthplan of California and Further Authorizing the Interim City Manager to Execute Agreement (Not to Exceed \$130,000) (IS - HR)

Attachments: [Attachment 1 - Landmark Healthplan of California Inc. Contract](#)
[Attachment 2 - Resolution](#)

- Res. **C.2** Adopt a Resolution Authorizing the Interim City Manager to Execute Amendment No. 2 with a Two-Year Term Extension for the Professional Services Agreement with Business Recovery Services Inc., of Alameda, CA, for Utility Payment Lockbox Services for a Sum Not-To-Exceed \$138,942 (IS-FIN)

Attachments: [Attachment 1 - Amendment No. 2 Business Recovery Services PSA](#)
[Attachment 2 - Resolution](#)

- Res. **C.3** Adopt a Resolution Approving New Professional Services Agreement with Loomis for Comprehensive Cash Handling Machine and Armored Transport Services (\$165,000) (IS - FIN)

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

- Res. **C.4** Adopt a Resolution Approving the Reclassification of the Literacy and Programs Manager Position to Librarian II (LIB)
- Attachments:** [Attachment 1 - Literacy and Program Manager Job Description](#)
[Attachment 2 - Librarian II Job Description](#)
[Attachment 3 - Resolution](#)
- Res. **C.5** Adopt a Resolution Ratifying the City Manager's Approval of Three Replacement Vehicles from Sanborn Chevrolet Inc and Approve the Purchase of One Replacement Vehicle from Lodi Motors, Inc dba Lodi Honda, Emergency Equipment Installation from Lehr Upfitters OpCo LLC, and Radio Equipment from Dailey-Wells Communications, Inc in the Amount of \$212,804.46 (PD)
- Attachments:** [Attachment 1 - Vehicle 05-077](#)
[Attachment 2 - Vehicle 05-104](#)
[Attachment 3 - Vehicle 05-091](#)
[Attachment 4 - Vehicle 05-076](#)
[Attachment 5 - Resolution](#)
- Res. **C.6** Adopt a Resolution Authorizing Interim City Manager to Execute Professional Services Agreement with EagleShield Pest Control, Inc., for Squirrel Abatement and Maintenance Program at White Slough Water Pollution Control Facility (\$229,827) (PW)
- Attachments:** [Attachment 1 - Professional Services Agreement](#)
[Attachment 2 - Resolution](#)
- Res. **C.7** Consider Adopting a Resolution Approving the Allocation of Public Benefit Funds of \$3,500 from District 4 Non-Profit Funds to Unidos Progresando - Progressing Together (Total \$3,500) (CLK)
- Attachments:** [Attachment 1 - Reso 2025-120 and Adopted Nonprofit Fund Policy](#)
[Attachment 2 - Proposal Letter](#)
[Attachment 3 - Resolution](#)
- Res. **C.8** Consider Adopting a Resolution Approving the Allocation of Public Benefit Funds of \$5,000 from District 5 Non-Profit Funds to Beckman Elementary School (Total \$5,000) (CLK)
- Attachments:** [Attachment 1 - Reso 2025-120 and Adopted Nonprofit Fund Policy](#)
[Attachment 2 - Proposal Letter](#)
[Attachment 3 - Resolution](#)
- C.9** Appoint Christopher Anderson to the Library Board of Trustees (CLK)

D. Comments by the Public on Non-Agenda Items

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

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

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

E. Comments by the City Council Members on Non-Agenda Items**F. Public Hearings****G. Regular Calendar**

- Res. **G.1** Adopt a Resolution Appointing John Luebberke as Interim City Attorney and Approving the Corresponding Legal Services Agreement with Law Firm Herum Crabtree Suntag (CA)

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

- Res. **G.2** Adopt the Following Resolutions Pertaining to the November 3, 2026, General Municipal Election (CLK)

(a) Resolution Calling and Giving Notice of the General Municipal Election;

(b) Resolution Requesting the San Joaquin County Board of Supervisors to Render Specified Services for the Conduct of a General Municipal Election;

(c) Resolution Setting Forth the Council's Policy Regarding Impartial Analysis, Arguments, and Rebuttal Arguments for Any Measure(s) that May Qualify to be Placed on the Ballot; and

(d) Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at the General Municipal Election

Attachments: [Attachment 1 - City of Lodi Offices' Schedule](#)
[Attachment 2 - Resolution Calling for Election](#)
[Attachment 3 - Resolution to Consolidate with SJCROV](#)
[Attachment 4 - Resolution Regarding Measures](#)
[Attachment 5 - Resolution Regarding Candidate Statements](#)

H. Ordinances

I. Adjournment

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

Olivia Nashed
City Clerk

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

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



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of Proclamation Proclaiming April 4, 2026, as Arbor Day in Lodi (PRCS)

MEETING DATE:

April 1, 2026

PREPARED BY:

Patricia Moreno, Administrative Assistant

RECOMMENDED ACTION:

Mayor Yepez will present a proclamation proclaiming April 4, 2026 as Arbor Day in the City of Lodi.

BACKGROUND INFORMATION:

The nation’s first Arbor Day was in Nebraska on April 10, 1872, after Julius Sterling Morton proposed a tree-planting holiday at a meeting of the Nebraska Board of Agriculture. It was estimated that more than 1 million trees were planted in Nebraska on the first Arbor Day. Arbor Day has now spread beyond the United States and is observed in many countries around the world.

Lodi has been designated as a Tree City USA for 23 consecutive years. This designation provides the city preference over other communities for tree or forestry program grant money and confirms Lodi is a city that cares for its trees. The celebration of Arbor Day provides an opportunity to learn about trees and take positive action to make our schools, our city and the world we live in a better place.

This year’s Arbor Day event will be held on Saturday, April 4, 2026 starting at 9:00 AM at Legion Park, 835 S. Hutchins St. This year’s celebration will be facilitated by City of Lodi staff and Tree Lodi, with support from local partners including Lodi Arts Commission, Lodi Unified School District, West Coast Arborists, A&W, Hollywood Café, Cal Fire, Kona Ice, Omega Nu Lodi, Blue Shield Ca, CSU Stanislaus, Master Gardeners, Girl Scouts USA, Boy Scouts of America, Humanitarian Club, and RJQ Landscape & Design.

This year, Tree Lodi celebrates their 23rd anniversary. The City appreciates their devotion and would not be able to care for Lodi’s healthy urban forest without their support.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

PROCLAMATION

Arbor Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, which is known today as Arbor Day; and

WHEREAS, the first Arbor Day was observed by the planting more than a million trees and is now observed throughout the nation and worldwide; and

WHEREAS, the City of Lodi has been officially recognized by the National Arbor Day Foundation as a Tree City USA for the 21st consecutive year; and

WHEREAS, trees can reduce the erosion of precious topsoil, lower heating and cooling costs, moderate temperature, clean the air and water, produce oxygen, and provide aesthetic and habitat value; and

WHEREAS, Tree Lodi has been a long-time committed partner to the City of Lodi in its advocacy for Lodi's urban forest through education, stewardship and community involvement; and

WHEREAS, the City of Lodi celebrates and congratulates Tree Lodi for 23 years of dedicated service; and

WHEREAS, on Saturday, April 4, 2026, starting at 9:00am, Lodi will be celebrating Arbor Day at Legion Park. This year's celebration will be facilitated by City of Lodi staff and Tree Lodi, with support from local partners including Lodi Arts Commission, Lodi Unified School District, West Coast Arborists, A&W, Hollywood Café, Cal Fire, Kona Ice, Omega Nu Lodi, Blue Shield Ca, CSU Stanislaus, Master Gardeners, Girl Scouts USA, Boy Scouts of America, Humanitarian Club, and RJQ Landscape & Design.

NOW, THEREFORE, BE IT RESOLVED that I, Ramon Yopez, Mayor of the City of Lodi, do hereby proclaim Saturday, April 4, 2026, as Arbor Day in the City of Lodi. Residents are encouraged to join and to support efforts throughout the year to protect our trees and woodlands for the enjoyment and well-being of this and future generations.

SIGNED on this 1st day of April, 2026.



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of Non-Profit Allocation Check to Lodi Boys and Girls Club (CLK)

MEETING DATE:

April 1, 2026

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Presentation of Non-Profit Allocation Check to Boys and Girls Club.

BACKGROUND INFORMATION:

On February 4, 2026, the City Council adopted Resolution 2026-014, at the recommendation of Council Member Nakanishi, finding that the Lodi Boys and Girls Club proposal complies with the Non-Profit Fund Policy, Council’s strategic vision, and that it will provide public benefit for the City of Lodi and its residents. The resolution approved a total allocation of \$4,130 in public benefit funds to Lodi Boys and Girls Club, from the District 1 Non-Profit Fund; and directed Lodi Boys and Girls Club to provide quarterly reports to the City Clerk on the use of the non-profit funds received during the life of the project.

Council Member Nakanishi will present a check of \$4,130 to Lodi Boys and Girls Club.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of Non-Profit Allocation Check to Lodi Community Church (“Love Lodi”) (CLK)

MEETING DATE:

April 1, 2026

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Presentation of Non-Profit Allocation Check to Lodi Community Church (“Love Lodi”).

BACKGROUND INFORMATION:

On February 18, 2026, the City Council adopted Resolution 2026-018, at the recommendation of Council Member Craig-Hensley, finding that the Lodi Community Church (“Love Lodi”) proposal complies with the Non-Profit Fund Policy, Council’s strategic vision, and that it will provide public benefit for the City of Lodi and its residents. The resolution approved a total allocation of \$7,500 in public benefit funds to Lodi Community Church (“Love Lodi”), from the District 2 Non-Profit Fund; and directed Lodi Community Church (“Love Lodi”) to provide quarterly reports to the City Clerk on the use of the non-profit funds received during the life of the project.

Council Member Craig-Hensley will present a check of \$7,500 to Lodi Community Church (“Love Lodi”).

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Approving Renewal of Chiropractic Benefit Administration Agreement with Landmark Healthplan of California and Further Authorizing the Interim City Manager to Execute Agreement (Not to Exceed \$130,000) (IS - HR)

MEETING DATE:

April 1, 2026

PREPARED BY:

Cristina Gonzales, Interim Human Resources Manager

RECOMMENDED ACTION:

Adopt a Resolution Approving Renewal of Chiropractic Benefit Administration Agreement with Landmark Healthplan of California and Further Authorizing the Interim City Manager to Execute Agreement.

BACKGROUND INFORMATION:

The City of Lodi contracts with Landmark Healthplan of California to provide chiropractic services to the City's full-time employees and COBRA participants. This chiropractic plan is a stand-alone policy, separate from the City's medical plans offered through CalPERS.

The term of this proposed amendment would begin retroactively to February 1, 2026, and continue in effect until January 31, 2027. The City may terminate this Agreement by providing Landmark Healthplan with 30 calendar days' prior written notice.

FISCAL IMPACT:

Not to exceed \$130,000.

FUNDING AVAILABLE:

Included in Benefits Fund appropriations (65522000).

THIRD AMENDMENT to the GROUP AGREEMENT

Between
City of Lodi
And

LANDMARK HEALTHPLAN OF CALIFORNIA, INC

This Amendment dated February, 2026, is entered into by and between City of Lodi ("Group"), and Landmark Healthplan of California, Inc. ("Plan"), collectively referred to herein as "Parties", in order to modify the Group Agreement ("Agreement"), February 1, 2021, as amended.

In consideration of the recitals, covenants, conditions, and promises contained in the Agreement, the Parties agree to modify the Agreement as follows:

1. Cover Sheet, Provision 1, "Periodic Charges", is deleted in its entirety and replaced with the following:

Renewal For Current Benefits		
\$10 copay/40 visits Chiropractic		
	Current Rates	Renewal Rates
EE	\$9.46	\$11.73
EE+SP	\$18.98	\$23.54
Family	\$24.84	\$30.80

All other provisions of the Agreement, its Addenda or Amendments not inconsistent herein shall remain in full force and effect.

Pursuant to Section 3.06 of the Agreement, this Amendment is effective on the day and year set forth above.

Please sign digitally and return via email or sign and fax to (916) 307-5250

Signature Date

Print Name and Title

Attest: **Approved as to Form:**

OLIVIA NASHED KATIE O. LUCCHESI
City Clerk City Attorney
JK

SCHEDULE OF BENEFITS

Chiropractic Benefit

Your Employer Group has contracted with Landmark Healthplan of California, Inc. (Landmark) to provide you with a chiropractic benefit that requires the use of Participating Chiropractors. You can obtain a directory of Participating Chiropractors through your employer, plan administrator, or Landmark, or you can access a continuously updated directory on Landmark's Web site at www.LHP-CA.com under the "Member" option. You may also call Landmark's Customer Service Department at **1-800-298-4875, option 2**, for referrals to Participating Practitioners in your area

FREE LANGUAGE ASSISTANCE IS AVAILABLE

If you need help in understanding your Landmark chiropractic benefits or need help to handle an issue about your benefits, please contact Landmark's Customer Service Department at 1-800-298-4875, option 2, between 8:30 AM and 5:00 PM, Monday through Friday, for free help. We can also help you in languages other than English.

If you or your dependents would like Landmark and your doctor to use a specific language when speaking or writing to you, please go to <https://www.LHP-CA.com/Survey.aspx> on the Internet and complete Landmark's brief language preference survey. The survey only takes about 3 minutes to complete and your answers will be strictly confidential. If you prefer to complete a paper copy of this survey, you may request one by writing to us at:

Landmark Healthplan of California, Inc.
Attn: QM Dept. - SURVEY
2629 Townsgate Road, Suite 235
Westlake Village, CA 91361

Benefits and Co-payments	
Office Visit	\$10 co-payment
Maximum Annual Visits	40 visits
X-ray Services*	\$75 annual maximum benefit
Emergency Care**	Same co-payment as office visit
Durable Medical Equipment Purchase or Rental***	\$50 annual maximum benefit

*X-ray Services must be prescribed by a Participating Chiropractor.

**Services provided by Non-Participating Chiropractors are covered for Emergency Services only.

***Durable Medical Equipment must be prescribed by a Participating Chiropractor.

A. Covered Services

1. Chiropractic Treatment

Covered Chiropractic Services are those within the scope of chiropractic care that are supportive to help Members achieve the physical state enjoyed before an injury or illness and that are furnished for the diagnosis and/or treatment of a neuromusculoskeletal condition associated with an injury or illness including the following services:

- Examinations
- Manipulation
- Conjunctive Physiotherapy
- X-rays
- Emergency Services

2. Emergency Services

Emergency Services are covered for the sudden and unexpected onset of an acute illness, extreme neuromusculoskeletal pain or accidental injury to the nervous, musculoskeletal and/or skeletal body systems, that, in the reasonable judgment of the Member, requires immediate care, the delay of which could decrease the likelihood of maximum recovery, and for which the Member seeks to secure chiropractic services immediately after the onset, or as soon thereafter as practicable. Emergency Services do not require pre-authorization; however, Emergency Services rendered by a Non-Participating Chiropractor are subject to Landmark's determination

that the Member would reasonably have considered that Emergency Services were required.

Emergency Services rendered by a Non-Participating Chiropractor are covered only when the chiropractor rendering services can show that the services were for a neuromusculoskeletal condition and were provided to reduce the severity of the condition including pain until a Participating Chiropractor could safely assume treatment. Similarly, Emergency Services received outside of Landmark's Service Area will be covered only when the Non-Participating Chiropractor rendering services can show that the services were for a neuromusculoskeletal condition and were provided to reduce the severity of the condition including pain until a Participating Chiropractor could safely assume treatment. Under the Landmark Plan, emergency care must be transferred to a Participating Chiropractor as soon as such transfer would not create an unreasonable risk to the Member's health.

B. Second Opinions and Referrals

1. Second opinions

On occasion, a Participating Chiropractor may require a second opinion, which is for consultation only, from another chiropractor. Landmark does not require an authorization for any second opinion. Second opinions initiated by your Participating Chiropractor will not count against your maximum annual visits and will not require a Member office visit co-payment.

Second opinions initiated by Members do not require prior authorization but will count against the maximum annual visits and will require a Member office visit co-payment.

2. Referrals to non-chiropractic practitioners

For referrals to non-chiropractic practitioners, Members or enrollees of full-service plans or HMOs will be referred to the plan or HMO practitioner network for non-neuromusculoskeletal conditions, conditions not improving with chiropractic care, and other such services that cannot be provided by another Participating Chiropractor.

C. Limitations and Exclusions

Circumstances Causing Services to be Excluded or Limited

1. Services provided by a Non-Participating Chiropractor, except for emergencies
2. Services provided outside of Landmark's Service Area, except for emergencies
3. Services incurred prior to the beginning or after the end of coverage
4. Services that exceed the maximum covered visits for the benefit year

5. X-ray services that exceed the annual maximum benefit
6. Charges incurred for missed appointments
7. Educational programs
8. Pre-employment, school entrance, or athletic physical exams
9. Services for conditions arising out of employment, including self-employment or covered under any workers' compensation act or law
10. Services for any bodily injury arising from or sustained in an automobile accident that is covered under an automobile insurance policy
11. Charges for which the Member is not legally required to pay
12. Services rendered by a person who ordinarily resides in the Member's home or who is related to the Member by marriage or blood.

Specific Services that are Excluded or Limited

1. Drugs, vitamins, nutritional supplements, or herbs
2. Experimental or investigational services
3. Vocational, or long-term rehabilitation
4. Hypnotherapy, behavior training, sleep therapy, or biofeedback
5. Rental or purchase of Durable Medical Equipment (DME)
6. Treatment primarily for purposes of weight control
7. Lab services
8. Thermography, hair analysis, heavy metal screening, or mineral studies
9. Transportation costs, including ambulance charges
10. Inpatient services
11. Massage
12. Manipulation under anesthesia
13. Services related to diagnosis and treatment of jaw joint or TMJ disorders
14. Treatment of non-neuromusculoskeletal disorders
15. Advanced diagnostic services, such as MRI, CT, EMG, SEMG, and NCV

SECOND AMENDMENT to the GROUP AGREEMENT

Between
City of Lodi
And

LANDMARK HEALTHPLAN OF CALIFORNIA, INC

This Second Amendment dated February, 2024, is entered into by and between City of Lodi ("Group"), and Landmark Healthplan of California, Inc. ("Plan"), collectively referred to herein as "Parties", in order to modify the Group Agreement dated, February 1, 2021, and as amended in the Amendment to the Group Agreement entered on July 18, 2023 (collectively the "Agreement").

In consideration of the recitals, covenants, conditions, and promises contained in the Agreement, the Parties agree to modify the Agreement as follows:

- 1. Cover Sheet, Provision 1, "Periodic Charges", is deleted in its entirety and replaced with the following:

Renewal For Current Benefits		
\$10 copay/40 visits		
Chiropractic		
	Current Rates	Renewal Rates
EE	\$6.57	\$7.75
EE+SP	\$13.19	\$15.56
Family	\$17.25	\$20.36

All other provisions of the Agreement, its Addenda or Amendments not inconsistent herein shall remain in full force and effect.

Pursuant to Section 3.06 of the Agreement, this Amendment is effective on the day and year set forth above.

Please sign digitally and return via email or sign and fax to (916) 307-5250

Andrew C. Keys

February 26, 2024

Signature

Date

Andrew C. Keys Interim City Manager

Print Name and Title

Approved as to Form:
Katie O. Lucchesi
KATIE O. LUCCHESI
City Attorney

ATTEST:

Olivia Nashed

OLIVIA NASHED
City Clerk

SCHEDULE OF BENEFITS

Chiropractic Benefit

Your Employer Group has contracted with Landmark Healthplan of California, Inc. (Landmark) to provide you with a chiropractic benefit that requires the use of Participating Chiropractors. You can obtain a directory of Participating Chiropractors through your employer, plan administrator, or Landmark, or you can access a continuously updated directory on Landmark's Web site at www.LHP-CA.com under the "Member" option. You may also call Landmark's Customer Service Department at 1-800-298-4875, option 2, for referrals to Participating Practitioners in your area

FREE LANGUAGE ASSISTANCE IS AVAILABLE

If you need help in understanding your Landmark chiropractic benefits or need help to handle an issue about your benefits, please contact Landmark's Customer Service Department at 1-800-298-4875, option 2, between 8:30 AM and 5:00 PM, Monday through Friday, for free help. We can also help you in languages other than English.

If you or your dependents would like Landmark and your doctor to use a specific language when speaking or writing to you, please go to <https://www.LHP-CA.com/Survey.aspx> on the Internet and complete Landmark's brief language preference survey. The survey only takes about 3 minutes to complete and your answers will be strictly confidential. If you prefer to complete a paper copy of this survey, you may request one by writing to us at:

Landmark Healthplan of California, Inc.
Attn: QM Dept. - SURVEY
2629 Townsgate Road, Suite 235
Westlake Village, CA 91361

Benefits and Co-payments	
Office Visit	\$10 co-payment
Maximum Annual Visits	40 visits
X-ray Services*	\$75 annual maximum benefit
Emergency Care**	Same co-payment as office visit
Durable Medical Equipment Purchase or Rental***	\$50 annual maximum benefit

*X-ray Services must be prescribed by a Participating Chiropractor.

**Services provided by Non-Participating Chiropractors are covered for Emergency Services only.

***Durable Medical Equipment must be prescribed by a Participating Chiropractor.

A. Covered Services

1. Chiropractic Treatment

Covered Chiropractic Services are those within the scope of chiropractic care that are supportive to help Members achieve the physical state enjoyed before an injury or illness and that are furnished for the diagnosis and/or treatment of a neuromusculoskeletal condition associated with an injury or illness including the following services:

- Examinations
- Manipulation
- Conjunctive Physiotherapy
- X-rays
- Emergency Services

2. Emergency Services

Emergency Services are covered for the sudden and unexpected onset of an acute illness, extreme neuromusculoskeletal pain or accidental injury to the nervous, musculoskeletal and/or skeletal body systems, that, in the reasonable judgment of the Member, requires immediate care, the delay of which could decrease the likelihood of maximum recovery, and for which the Member seeks to secure chiropractic services immediately after the onset, or as soon thereafter as practicable. Emergency Services do not require pre-authorization; however, Emergency Services rendered by a Non-Participating Chiropractor are subject to Landmark's determination

Signature:


Janelle Krafttigger (Dec 29, 2025 17:44:50 PST)

Email: jkrattiger@lodi.gov

that the Member would reasonably have considered that Emergency Services were required.

Emergency Services rendered by a Non-Participating Chiropractor are covered only when the chiropractor rendering services can show that the services were for a neuromusculoskeletal condition and were provided to reduce the severity of the condition including pain until a Participating Chiropractor could safely assume treatment. Similarly, Emergency Services received outside of Landmark's Service Area will be covered only when the Non-Participating Chiropractor rendering services can show that the services were for a neuromusculoskeletal condition and were provided to reduce the severity of the condition including pain until a Participating Chiropractor could safely assume treatment. Under the Landmark Plan, emergency care must be transferred to a Participating Chiropractor as soon as such transfer would not create an unreasonable risk to the Member's health.

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C. Limitations and Exclusions

Circumstances Causing Services to be Excluded or Limited

1. Services provided by a Non-Participating Chiropractor, except for emergencies
2. Services provided outside of Landmark's Service Area, except for emergencies
3. Services incurred prior to the beginning or after the end of coverage
4. Services that exceed the maximum covered visits for the benefit year

5. X-ray services that exceed the annual maximum benefit
6. Charges incurred for missed appointments
7. Educational programs
8. Pre-employment, school entrance, or athletic physical exams
9. Services for conditions arising out of employment, including self-employment or covered under any workers' compensation act or law
10. Services for any bodily injury arising from or sustained in an automobile accident that is covered under an automobile insurance policy
11. Charges for which the Member is not legally required to pay
12. Services rendered by a person who ordinarily resides in the Member's home or who is related to the Member by marriage or blood.

Specific Services that are Excluded or Limited

1. Drugs, vitamins, nutritional supplements, or herbs
2. Experimental or investigational services
3. Vocational, or long-term rehabilitation
4. Hypnotherapy, behavior training, sleep therapy, or biofeedback
5. Rental or purchase of Durable Medical Equipment (DME)
6. Treatment primarily for purposes of weight control
7. Lab services
8. Thermography, hair analysis, heavy metal screening, or mineral studies
9. Transportation costs, including ambulance charges
10. Inpatient services
11. Massage
12. Manipulation under anesthesia
13. Services related to diagnosis and treatment of jaw joint or TMJ disorders
14. Treatment of non-neuromusculoskeletal disorders
15. Advanced diagnostic services, such as MRI, CT, EMG, SEMG, and NCV

RESOLUTION NO. 2026-__

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THIRD AMENDMENT OF CHIROPRACTIC BENEFIT ADMINISTRATION AGREEMENT WITH LANDMARK HEALTHPLAN OF CALIFORNIA AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, the City of Lodi utilizes Landmark Healthplan of California for the administration of the chiropractic benefits offered to City of Lodi employees; and

WHEREAS, the City of Lodi annually renews its agreement with Landmark Healthplan of California, every February.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the renewal of the Chiropractic Benefit Administration Agreement with Landmark Healthplan of California, through a third Amendment as shown in Attachment 1 hereto; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Interim City Manager to execute the Third Amendment with Landmark Healthplan of California on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the term of the Agreement shall be retroactively effective to February 1, 2026 and continue through January 31, 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 successive one-year terms on each anniversary of the commencement date of this agreement; and

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

Dated: February 4, 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 4, 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 Interim City Manager to Execute Amendment No. 2 with a Two-Year Term Extension for the Professional Services Agreement with Business Recovery Services Inc., of Alameda, CA, for Utility Payment Lockbox Services for a Sum Not-To-Exceed \$138,942 (IS-FIN)

MEETING DATE:

April 1, 2026

PREPARED BY:

Tarra Sumner, Revenue Manager

RECOMMENDED ACTION:

Adopt a Resolution Authorizing the Interim City Manager to execute Amendment Number 2 to a Professional Services Agreement with Business Recovery Services Inc., of Alameda, CA, for Utility Payment Lockbox Services by extending the term two years for a total sum not-to-exceed \$138,942.

BACKGROUND INFORMATION:

The City generates approximately 36,000 utility bills each month, of which roughly 5,000 are paid by check and manually processed by Customer Service Representatives. This manual check processing is labor intensive, requiring staff to open envelopes, feed checks and remittance stubs through rapid processing equipment, resolve exceptions, and manually enter approximately 10% of payments due to errors or discrepancies. In addition, Staff must balance accounts and prepare deposits daily. These tasks divert staff from front-line customer service and other essential departmental responsibilities.

On September 18, 2019, following a competitive Request for Proposal (RFP) process, the City Council adopted Resolution 2019-190, approving a Professional Services Agreement with Business Recovery Services Inc. to provide lockbox services for the City’s utility billing operations, ensuring that mailed utility payments were collected, processed and deposited efficiently. An amendment to this agreement was approved on December 1, 2022, through Resolution 2022-267, extending the Agreement through September 30, 2025. The original Professional Services Agreement and Amendment No. 1, are collectively referred to as the “Agreement” throughout this item.

Under the terms of the Agreement, Business Recovery Services Inc.is responsible for collecting mailed utility payments, processing checks using high-capacity automated equipment to ensure accuracy and timeliness, generating data files for posting to the City’s financial systems, depositing funds each business day before the close of business, and providing physical images of all checks and payment stubs for record keeping and audit purposes. These services are critical in maintaining the City’s cash flow and supported operational efficiency by reducing manual handling of payments and minimizing errors.

Over the term of the Agreement, City staff has been very satisfied with Business Recovery Services Inc.’s performance. Therefore, staff would like to continue the existing contractual relationship to avoid additional workload and expenses related to updating the billing post office box address and setting up electronic check

COUNCIL COMMUNICATION

processing with a new vendor. Lodi Municipal Code Section 3.20.075 provides that contracts for accounting and financial services are exempt from the advertising and bid requirements, and may be awarded based on “professional qualifications and experience, quality of service, past performance, and negotiated prices.”

Due to the reasons and the quality work listed above it is recommended that the City Council authorize Amendment No. 2 for a two-year extension of the Professional Services Agreement with Business Recovery Services Inc. and increase the not-to-exceed amount by \$45,000 for a total agreement amount not-to-exceed \$138,942, as shown in Attachment 1. The Amendment No. 2 scope of services will continue to include collection of mailed payments, automated check processing, data file generation for posting, daily fund deposits, and access to payment and remittance images.

STRATEGIC VISION:

3C. Fiscal Health: Ensure elected leaders & staff retain focus on fiscal priorities.

FISCAL IMPACT:

Lockbox services are estimated to cost approximately \$22,500 annually based on current check volumes and updated cost projections. Actual expenditures will depend on transaction volume. As more customers adopt online payment methods, check volumes and the cost of lockbox services is expected to decline over time.

FUNDING AVAILABLE:

Funds for this contract are budgeted in the Revenue - Miscellaneous Professional Services account (10020203-72450) and were previously approved as part of the adopted Fiscal Year 2025/26 Budget. Future funding will be included for consideration and approval as part of subsequent budget adoption processes.

AMENDMENT NO. 2

BUSINESS RECOVERY SERVICES INC., dba BANK UP CORPORATION
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 2"), is made and entered this ____ day of _____ 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BUSINESS RECOVERY SERVICES, INC., a California Corporation doing business as BANK UP CORPORATION (hereinafter "CONTRACTOR".)

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on October 8, 2019 and Amendment No. 1 on December 1, 2022 (collectively the "Agreement") for remittance lockbox and e-lockbox payment processing solutions, as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to extend the term of the Agreement for two (2) additional years to September 22, 2027 and increase the not-to-exceed amount by \$45,000, for a total Agreement amount not-to-exceed \$138,942, attached hereto as Exhibit 2 made a part of; 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. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

BUSINESS RECOVERY SERVICES, INC.,
a California Corporation doing business as
BANK UP CORPORATION


JAMES LINDSAY
Interim City Manager

MICHAEL SANTIMURNO
Chief Executive Officer

Attest:

Approved as to Form:

OLIVIA NASHED
City Clerk

for KATIE O. LUCCHESI
City Attorney 

AMENDMENT NO. 1

BUSINESS RECOVERY SERVICES INC., dba BANK UP CORPORATION
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 1st day of December, 2022, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and BUSINESS RECOVERY SERVICES INC., dba BANK UP CORPORATION, a California Corporation, hereinafter called "CONTRACTOR".

WITNESSETH:

- 1. WHEREAS, CONTRACTOR and CITY, entered into a Professional Services Agreement on September 23, 2019, the "Agreement", as set forth in Exhibit A, attached hereto and made part of; and
- 2. WHEREAS, CITY requests to extend the term of the Agreement for three additional years and increase the contract amount payable to CONTRACTOR by \$54,000, for a total contract amount of \$93,942; and
- 3. WHEREAS, CONTRACTOR agrees to the amendments as set forth above

NOW, THEREFORE, the parties agree to amend the Agreement as set forth in Paragraph 2 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

CONTRACTOR



STEVE SCHWABAUER
City Manager

BUSINESS RECOVERY SERVICES INC.

By: NICHOLAS J. SANTIAGO


Attest:

Title: _____

Olivia Nashed

OLIVIA NASHED
City Clerk

Approved as to Form



JANICE D. MAGDICH
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on ~~Oct 8~~, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Business Recovery Services, Inc., a California Corporation dba Bank Up Corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Remittance Lockbox and eLockbox Payment Processing Solution (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on September 23, 2019 and terminates upon the completion of the Scope of Services or on September 22, 2022, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

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

To CONTRACTOR: ~~Bank~~ Recovery Services, Inc. dba Bank Up Corporation
1301 Marina Village Pkwy, Suite 250
Alameda, CA 94501
Attn: Michael Santimauro, CEO

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

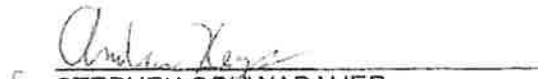
If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

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

CITY OF LODI, a municipal corporation

ATTEST:


JENNIFER M. FERRAIOLO
City Clerk


for STEPHEN SCHWABAUER
City Manager

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

Business Recovery Services, Inc., a California corporation dba Bank Up Corporation

By: _____


By: _____
Name: Michael Santimauro
Title: Chief Executive Officer

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

Funding Source: 10020203.72450
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

EXHIBIT A

Work Plan:

Bank Up's Lockbox Implementation Plan is outlined above, on page 22, bullet #7.

SCOPE OF SERVICES (post-implementation Work Plan) Remittance Lockbox and eLockbox Payment Processing Solution

Bank Up Corporation will act as a non-depository agent for {CLIENT} (Client) for the purpose of acceptance and processing of utility remittance payments. Bank Up will receive daily deliveries by courier of various payments to be processed. Payments will be processed according to commercially acceptable standards which include, but are not limited to record keeping, security, timely payment and safety.

This solution incorporates the following services:

1. Bank Up will provide a full lockbox processing solution wherein Client will direct payments to a pre-assigned lockbox at the Northern California Lundy Regional Post Office in San Jose, CA contracted to Client. All mail delivered to San Jose will be picked up by secure, TSA-approved courier every day, M-F, excluding Federal holidays, and delivered to the Bank Up Regional Processing Center in Alameda, CA before 9AM PT.
2. Bank Up will extract, scan and process all coupons/checks and electronically process each payment according to the parameters assigned by Client. Bank Up will utilize its proprietary payment processing solution, FLEXRPS, a proven, comprehensive remittance processing platform. Bank Up utilizes this platform to process transactions in both the lockbox operations and for the Company's extensive in-house system customers. Bank Up will prepare and deliver a daily electronic cash letter (ECL) deposit to Client's depository bank no later than [] p.m. (Pacific time zone). Deposits are guaranteed to be made the same day that the work is processed by Bank Up. An image of each check and coupon associated with each remittance will be captured by Bank Up before it is deposited.
3. Bank Up will provide a daily Deposit Detail Report to Client upon completion of each day's processing. The daily exception file along with images of checks/stubs of the exception file will be sent to Client no later than [cutoff time] p.m. (Pacific time zone). At that time, Client will make necessary corrections/additions to exception file for processing in next day's remittance processing. Banking for the exception file will be done with the next day's processing. Other reports available from the Bank Up system will also be made available to Client.
4. Bank Up will provide file transmissions of required information in order to create an X9.37 Image Cash Letter in a format required by Client's depository bank.
5. Bank Up will also prepare a daily output posting file and transmit that file in the required format to Client in order to update the Client's Financial Management System. The daily output posting file will be delivered to a secure FTP site or made available from Bank Up's secure FTP immediately upon completion of each day's processing by [] p.m. (Pacific time zone).
6. Bank Up Corporation will accept payments for Client and review and perform required reject/reentry to the MICR information as required by the processing standards associated with

the Check Clearing for 21st Century Act (Check 21). Bank Up will resolve exception items through its online Exception Decisioning module and process the corrected exception items next business day. The resolved exception item payments will be deposited on the same day that Bank Up receives the corrected information from Client. Bank Up will present for deposit exception items listed on the appropriate reports or files, in accordance with instructions, either in writing or orally, by Client. All rejected items will be returned as directed by Client or handled through an alternative method established by Client for such rejected items.

7. Bank Up will provide the image archive file thru the internet to Client in order for the file to be merged with their current image archive file stored in-house, on the same day that work is processed by Bank Up. Bank Up will email a daily confirmation to Client of the daily deposit, which will include date, dollar amount and number of items processed.
8. Bank Up will also provide the eLockbox solution to Client. This solution will aggregate automated bill pay remittances from Client's customers' home banking systems. The solution will consolidate electronic bill payment checks by combining thousands of electronic sources into a single posting file that will be uploaded daily by the Bank Up lockbox platform into the Client Financial Management System. Client will receive deposits of home banking payments directly from the RPPS (MasterCard) network of financial institutions via ACH and receive a daily report of all payments received through this channel.
9. Bank Up Corporation will provide Tier 1 toll-free support for Client. Level 1 support includes assisting Client with all reasonable problem determination and troubleshooting over the phone, as well as engineering support for changes to the processing services or resolution of technical problems. Bank Up will provide a dedicated support individual and customer support to Client weekdays from 8AM until 6PM Pacific Time, excluding Federal holidays. Client support at other times will be based on the severity of the problem. Bank Up maintains support after regular business hours as needed via its 24x7 toll free support number in the event Client needs to invoke incident management resources. Client will continue to receive support from Bank Up's Chief Technology Officer, Jeff Kirkland for any questions prior to 8AM Pacific Standard Time.
10. Bank Up Corporation will assign a Senior Technical Support Manager to Client. This individual will provide Client with the Initial Implementation Plan as well as providing ongoing technical support as required. The Initial Implementation Plan will include all aspects of the migration of the current FLEXRPS platform installed at Client and the installation of that platform onto the Bank Up Remittance Lockbox Processing solution. Included in this plan will be the operations and technical coordination between Bank Up Corporation and Client. Bank Up Corporation will also provide any training and installation support for Client staff as required.
11. Bank Up will provide Client with a Monthly Client Management Report to include items and dollars processed by Bank Up.
12. Bank Up Corporation will invoice Client monthly in arrears for all monthly processing fees. Payment will be due within thirty days of Client's receipt of an undisputed invoice.
13. Service levels will be evaluated periodically throughout the implementation process to ensure that Bank Up and Client have developed measurement standards acceptable to both parties.

EXHIBIT B

**CITY OF LODI
Schedule of Fees – Lockbox Services – REVISED 8/19/19**



LOCKBOX SERVICE	BASIS	FEE
Institution Implementation Fee	One-Time	Waived
Lockbox Maintenance Fee	Monthly	Waived
Transaction Fee – Automated with OCR Scan Line	Per Transaction	\$0.16
Multiple Check and List	Greater of Per Check or Stub	\$0.16
Check Only	Per Check	\$0.16
Exception Items – Non-Automated without OCR Scan Line Requiring Manual Processing	Plus Transaction Fee	\$0.09
Daily Electronic Check Deposit	Per Check	\$0.02
Safekeeping and Secure Destruction	Per Item	\$0.003
Fax/Copy	Per Page	\$1.00
Daily Payment File Transmission to City's CIS (Tyler)	Per Month	\$50.00
Customer Service Interface Access to Online Image/Archive and Exception Decisioning Module	Per Month	\$50.00
Insured Courier from San Jose USPS to Bank Up Processing Center in Alameda, CA, at Cost	Per Month	\$85.00
Insured Courier from Sacramento USPS, at Cost (Optional)	Per Month	\$85.00
Insured Courier from Lodi USPS, at Cost (Optional)	Per Month	\$330.00
USPS PO Box Rental (PO Box size 3 in Lodi), at Cost	Per Month	\$17.00

OPTIONAL E-LOCKBOX SERVICE	BASIS	FEE
Implementation Fee	One time	\$500.00
Check Intercept Fee	Per check	\$0.15

Bank Up will increase pricing in this proposal by not more than the current CPI after the initial three-year term of this agreement for subsequent renewals.

EXHIBIT B CONT'D

CITY OF LODI
Schedule of Fees – Lockbox Services – REVISED 8/19/19



Total Estimated Monthly Service Charges

Based on the above-referenced pricing and current approximate volume (5,000 lockbox payments/month), the monthly cost for providing the Bank Up lockbox solution to the City of Lodi will be as follows:

Lockbox Maintenance Fee		Waived
Daily Payment File to CIS		\$50.00
Customer Service Interface IAR and Exception Decision		\$50.00
USPS PO Box Rental (size 3 – in Sacramento)		\$19.50
Courier (Sacramento USPS to Bank Up)		\$85.00
Monthly Fixed Cost		\$204.50
Per Transaction	\$0.16	
Electronic Deposit	<u>-\$0.02</u>	
Total Per Transaction Charge	\$0.18	
Monthly Volume Estimate x 5,000		\$900.00
Exceptions Additional @ \$0.09 (Estimate 1% of volume)		\$5.00
Monthly Variable Cost		\$905.00
Total Monthly Cost		\$1,109.50



RESOLUTION NO. 2019-190

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH BUSINESS RECOVERY SERVICES, INC., OF
ALAMEDA, TO PROVIDE LOCKBOX SERVICES FOR
PROCESSING UTILITY CHECK PAYMENTS RECEIVED

=====

WHEREAS, the City collects and processes all utility bill payments paid via check; and

WHEREAS, the current collection process for is done manually by City staff; and

WHEREAS, five lockbox services compatible with the City's current software system to process utility bill payments were reviewed by Revenue and Fire staff:

Lockbox Services		Total System Price
Business Recovery Services, Inc.	3-year contract	\$39,942.00
Check Processors, Inc.	3-year contract	\$46,800.00
Deluxe	3-year contract	\$68,245.66
Farmers & Merchants Bank	3-year contract	\$185,000.00
Wells Fargo	3-year contract	\$134,640.00

WHEREAS, staff recommends that the City Council approve the lockbox services agreement with Business Recovery Services, Inc., because the service meets the City's functionality requirements needed to process utility check payments.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a three-year Professional Services Agreement for lockbox services with Business Recovery Services, Inc., of Alameda, California, in the amount of \$39,942.

Dated: September 18, 2019

=====

I hereby certify that Resolution No. 2019-190 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 18, 2019 by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Kuehne, Nakanishi, and Mayor Chandler
NOES: COUNCIL MEMBERS – None
ABSENT: COUNCIL MEMBERS – Mounce
ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. FERRAIOLO
City Clerk

2019-190



CITY OF LODI

Exhibit B
Schedule of Fees

LOCKBOX SOLUTION	BASIS	FEE AT CURRENT VOLUME
Lockbox Implementation Fee	One Time	Waived
Lockbox Maintenance Fee	Monthly	\$55.00
Transaction Fee – Automated with OCR Scan Line	Per Transaction Tier 1 < 10,000 Payments	\$0.17
Check Only	Per Check	\$0.17
Multiple Transactions	Greater of Per Check/Stub	\$0.17
File Transmission	Fixed Monthly Fee Per File Containing Payment Data or Images	\$54.25
Exception items – Includes Access to Bank Up Exception Decisioning Module	Per Exception	\$0.10
Electronic Check Deposit to Synergy Depository Bank	Per Check	\$0.02
Check and List Transactions	Per Account Credited	\$0.17
Fax/Copy	Per Page	\$1.00
Customer Service Interface/Online Image Archive Access (up to 5 users) Available Through Contract Term	Per Month	\$54.25
USPS PO Box Rental at TBD	Per Month	At Cost
Courier/Mail from USPS to Bank Up Processing Site	Per Day	At Cost
Technical Services/Programming Changes Post Implementation	Per Hour	\$200.00
Minimum Fee	Per Month	\$750.00
eLOCKBOX SOLUTION (Optional)	BASIS	FEE
Implementation Fee	One time	Waived
Electronic Check Intercept Fee	Per Check	\$0.20



CITY OF LODI

FEE DEFINITIONS

Implementation Fee:

Included in the Implementation Fee is the specifications development, programming, testing and all aspects of the implementation including interfacing with bill presentment, CIS/billing and depository bank for a new Check 21 file.

Lockbox Maintenance Fee

Included in the monthly lockbox maintenance fee is document preparation, auditing and secure document storage and destruction.

Transaction Fees:

Transaction Fees include extraction of all mail received, sorting payments and batches, scanning, processing, imaging all payment documents (checks and remittance coupons) and generating and uploading the daily payment file for the Client. The Fee is per transaction. Transaction Fee also includes Daily and Monthly reporting at no additional charge.

The Transaction Fee applies to any of the following :

Check and remittance coupon with scanline.

Multiples are transactions containing multiple remittance coupons and/or checks. Bank Up will charge the Client for the greater of checks or remittance coupons.

Check Only Transaction for electronic deposit only. No payment data is uploaded.

Check and List Transaction

A payment consisting of a check and a check skirt or other media that requires keying of the account number from the media.

Exception Items:

Exceptions are defined as payments that cannot be processed electronically through the Bank Up high-speed automated scanning equipment, but require additional handling and keying or may be returned to the Client as requested. Exceptions are typically managed on the same day of processing through the Bank Up web-enabled Exception Decisioning Module. Exception items are presented each day and posted to the Bank Up Customer Service Interface in order for decisioning by the Client. Exceptions are made available in this module via a secure Internet connection.

Electronic Check Deposit:

Checks are prepared for deposit to the Client's depository bank account using the defined image data posting file. A balanced Check 21 X9.37 Image Cash Letter (ICL) of all processed checks is delivered to Client's depository bank each day for downstream processing and clearing.

Electronic Payment File:

Processed remittance information is made available via an electronic payment file to the Client's billing system each day in order to update Accounts Receivable. The payment file is balanced to the Image Cash Letter.



CITY OF LODI

Customer Service Interface

Bank Up will archive and provide web-enabled secure access to all images of processed documents within its Microsoft Azure cloud-based solution for the duration of the contract with the Client. Bank Up will provide access to up to five (5) users for the fixed monthly fee. Additional fee will apply for additional users.

Technical Professional Services:

These are typically provided after the implementation process and regular processing is underway. These additional modifications and enhancements will be subject to the Client's approval of a written Statement of Work (SOW). These services may include change to the Image Cash Letter bank deposit, payment posting file, custom report development, etc.

File Transmission

Fixed monthly fee per file containing payment data or images which includes ICL (Check 21 file), AR, and/or account validation file of account numbers to be processed containing derogatory or positive pay data either sent or received.

Courier/Mail Fees

This pass through expense is managed by Bank Up. Bank Up will accommodate from which USPS payment pickup is requested. (i.e San Jose, CA USPS will be utilized for same-day delivery of payments to the Bank Up Alameda, CA processing site).

eLockbox Solution

See attached Scope of Services for description of this solution.

Pricing of the lockbox Schedule of Fees will be guaranteed for the base term of the contract and each of the subsequent contract years. Bank Up may increase pricing at not more than the then current CPI at the commencement of any contract renewal term.



Exhibit 2 to
Amendment No. 2

CITY OF LODI

**Exhibit B
Schedule of Fees – Renewal 2025**

LOCKBOX SOLUTION	BASIS	FEE CURRENT	FEE RENEWAL 2025
Lockbox Implementation Fee	One Time	Waived	N/A
Lockbox Maintenance Fee	Monthly	\$55.00	\$65.00
Transaction Fee – Automated with OCR Scan Line	Per Transaction Tier 1 < 10,000 Payments	\$0.17	\$0.25
Check Only	Per Check	\$0.17	\$0.25
Multiple Transactions	Greater of Per Check/Stub	\$0.17	\$0.25
File Transmission	Fixed Monthly Fee Per File Containing Payment Data or Images	\$54.25	\$75.00
Exception Items – Includes Access to Bank Up Exception Decisioning Module	Per Exception	\$0.10	\$0.30
Electronic Check Deposit to Synergy Depository Bank	Per Check	\$0.02	Included
Check and List Transactions	Per Account Credited	\$0.17	\$0.30
Fax/Copy	Per Page	\$1.00	\$1.00
Customer Service Interface/Online Image Archive Access (up to 5 users) Available Through Contract Term	Per Month	\$54.25	\$0.035/ Item
USPS PO Box Rental at TBD	Per Month	At Cost	At Current Cost
Courier/Mail from USPS to Bank Up Processing Site	Per Day	At Cost	At Current Cost
Technical Services/Programming Changes Post Implementation	Per Hour	\$200.00	\$200.00
Minimum Fee	Per Month	\$750.00	\$750.00
eLOCKBOX SOLUTION (Optional)	BASIS	FEE	FEE
Implementation Fee	One time	Waived	Waived
Electronic Check Intercept Fee	Per Check	\$0.20	\$0.20



CITY OF LODI

FEE DEFINITIONS

Implementation Fee:

Included in the Implementation Fee is the specifications development, programming, testing and all aspects of the implementation including interfacing with bill presentment, CIS/billing and depository bank for a new Check 21 file.

Lockbox Maintenance Fee

Included in the monthly lockbox maintenance fee is document preparation, auditing and secure document storage and destruction.

Transaction Fees:

Transaction Fees include extraction of all mail received, sorting payments and batches, scanning, processing, imaging all payment documents (checks and remittance coupons) and generating and uploading the daily payment file for the Client. The Fee is per transaction. Transaction Fee also includes Daily and Monthly reporting at no additional charge.

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CITY OF LODI

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Courier/Mail Fees

This pass through expense is managed by Bank Up. Bank Up will accommodate from which USPS payment pickup is requested. (i.e San Jose, CA USPS will be utilized for same-day delivery of payments to the Bank Up Alameda, CA processing site).

eLockbox Solution

See attached Scope of Services for description of this solution.

Pricing of the lockbox Schedule of Fees will be guaranteed for the base term of the contract and each of the subsequent contract years. Bank Up may increase pricing at not more than the then current CPI at the commencement of any contract renewal term.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING AMENDMENT NO. 2 TO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BUSINESS RECOVERY SERVICES INC., DBA BANK UP CORPORATION FOR A SUM NOT-TO-EXCEED \$138,942

WHEREAS, Business Recovery Services, doing business as Bank Up Corporation (“Contractor”) and the City of Lodi (“City”) entered into an Agreement for Professional Services on October 8, 2019 and Amendment No. 1 on December 1, 2022 (collectively the “Agreement”) for remittance lockbox and lockbox payment processing solutions, as set forth in Exhibit 1 to Attachment 1, attached hereto and made part of; and

WHEREAS, the City has been very satisfied with Contractor’s performance over the term of the Agreement and now desires to extend the term of the Agreement for two (2) additional years to September 22, 2027 and increase the not-to-exceed amount by \$45,000, for a total Agreement amount not-to-exceed \$138,942; and

WHEREAS, funds for this contract are budgeted in the Revenue – Miscellaneous Professional Services account (10020203-72450) and were previously approved as part of the adopted Fiscal Year 2025/26 Budget. Future funding will be included for consideration and approval as part of subsequent budget adoption processes; and

WHEREAS, the City and Contractor agree to said amendments.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager to execute Amendment No. 2 as shown in Attachment 1, to amend the Agreement as set forth above and in a total contract amount Not-To-Exceed \$138,942. All other terms and conditions of the Agreement remain unchanged; and

NOW, THEREFORE, BE IT RESOLVED that funds for this contract are budgeted in the Revenue – Miscellaneous Professional Services account (10020203-72450) and were previously approved as part of the adopted Fiscal Year 2025/26 Budget. Future funding will be included for consideration and approval as part of subsequent budget adoption processes; and

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

Dated: April 1, 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 April 1, 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 Approving New Professional Services Agreement with Loomis for Comprehensive Cash Handling Machine and Armored Transport Services (\$165,000) (IS - FIN)

MEETING DATE:

April 1, 2026

PREPARED BY:

Tarra Sumner

RECOMMENDED ACTION:

Adopt a Resolution Approving New Professional Services Agreement with Loomis for Comprehensive Cash Handling Machine and Armored Transport Services (\$165,000).

BACKGROUND INFORMATION:

Loomis previously operated under an evergreen contract with the City of Lodi. This was discovered by the Revenue Division while evaluating options to modernize and improve armored transport services. Establishing a new agreement will ensure compliance with the City's procurement policies and provide enhanced cash handling capabilities. Within the updated contract, the Revenue Division is proposing the addition of a cash handling and change management machine product that Loomis now offers.

The Revenue Division within the Finance Department collects currency from the payment kiosk, front counter, and various City departments. Currently, collected cash is secured in a safe overnight and is not deposited in the bank until the armored transport service retrieves the funds on the following business day.

To improve efficiency, accountability, and internal controls, staff is proposing the implementation of a Loomis cash handling and change management machine. This system will allow Customer Service Representatives to automatically dispense cash for tills at the start of the day and electronically count and reconcile cash at the end of the day. This technology will eliminate manual counting and significantly streamline daily operations.

Key benefits of the proposed system include:

- Reduction in staff labor associated with manual cash handling activities
- Significant decrease in time required for end-of-day cash reconciliation
- Reduced size and frequency of change orders through automated denomination recycling
- Reduced cash on hand required to support daily operations
- Elimination of staff trips to the bank for deposits or change orders
- Faster processing and deposit of funds
- Increased visibility and reporting of safe and cash operations
- Reduced armored car pickup frequency

STRATEGIC VISION:

COUNCIL COMMUNICATION

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

FISCAL IMPACT:

The cost for the proposed armored transport services and cash handling machine will be slightly higher than the City's current cost for Loomis daily cash pickup services. However, the improved efficiency, reduction in staff time associated with cash handling, and strengthened internal controls are expected to provide operational benefits that offset the increased cost. The cost will increase approximately \$25,000 over 5 years. The extra funds are coming from the Revenue Division operating budget.

FUNDING AVAILABLE:

Funding for the agreement is available within the Finance Department Revenue Division operating budget.

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2026, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and LOOMIS ARMORED US, LLC., a Texas limited liability company qualified to do business in California doing business as LOOMIS (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for a cash management machine (hereinafter "Project") as set forth in the Scope of Services attached as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time for Commencement and Completion of Work

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

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

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

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on March 1, 2026 and terminates upon the completion of the Scope of Services or on February 28, 2029, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, CITY may extend the terms of this Agreement for an additional **two (2)** year extension; provided, CITY gives CONTRACTOR no less than thirty (30) days

written notice of its intent prior to expiration of the existing term. In the event CITY exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) year(s).

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

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

To CONTRACTOR: Loomis Armored US, LLC
2500 Citywest Blvd
Houston, TX, 77042
Attn: Patrick Otero

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

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

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's

fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

Section 4.22 Counterparts and Electronic Signatures

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

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

ATTEST:

CITY OF LODI, a municipal corporation

OLIVIA NASHED
City Clerk

JAMES LINDASAY
Interim City Manager

APPROVED AS TO FORM:

LOOMIS ARMORED US, LLC, a Texas limited liability company qualified to do business in California

By: _____
KATIE O. LUCCHESI 
City Attorney

By: _____
Name: PATRICK OTERO
Title: Executive Vice President and CEO

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

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

Doc ID:

CA: Rev.04.2025-LT (CA Formatted)



SafePoint[®] Recyclers Proposal

City of Lodi

Exhibit A/B

Not to exceed \$165,000

December 8th, 2025



Tarra,

Thank you for your time and interest in learning more about SafePoint® by Loomis.

- Reduction of labor associated with cash handling activities by 4 to 8 hours per day per location
- Significant reduction in time associated with end-of-day cash reconciliation
- Reduction in size and frequency of change orders through recycling of frequently used denominations
- Reduction of cash on hand needed to run business by up to 50%

During our initial conversation, I learned about some of your business concerns and the problems you're hoping to solve in order to improve operational efficiency and increase security. Here's how SafePoint can help with each of those issues.

Eliminate trips to the bank: Deposits in SafePoint Titan cash recyclers are as good as in the bank, and your personalized armored cash-in-transit schedule means no more employee trips to the bank.

Reduce internal theft and deter robberies: Our cash recyclers allow you to assign each employee an individual PIN, which gives you complete visibility of all safe transactions—and keeps employees accountable.

Reduce need for change orders: Automated recycling enables more efficient use of smaller denomination bills and coins, reducing both the size and quantity of change orders.

Visibility into safe and cash operations: Our proprietary customer portal, Loomis Direct, gives you complete visibility of your reporting data and account information for all the smart safes in your service network. You can also track the status of your cash deliveries and pickups.

Provisional banking credit: Thanks to our network of trusted provisional banking partners, you have access to your deposits faster, allowing you to do more with your money to improve your business.

I'm eager to show you how SafePoint can improve your bottom line and power your business with solutions that are built to meet your needs today—and prepare you for the future.

Thank you again, and I look forward to earning your business.

Sincerely,

Justin Murphy

Loomis US

2500 CityWest Blvd.. #2300

Houston, TX 77042

303.746.9349

Justin.murphy@us.loomis.com



loomis.us



We focus on your cash handling
so you can focus on your business.



WHEN YOU CHOOSE LOOMIS, YOU GAIN AN EXPERIENCED INDUSTRY PARTNER. WE SPECIALIZE IN CREATING EFFICIENT CASH FLOW, HANDLING \$11 BILLION OF CASH DAILY AT OVER 100,000 CUSTOMER LOCATIONS.

Loomis operates the largest cash distribution network in the United States, with nearly 200 locations, a fleet of more than 4,000 vehicles, and a dedicated employee base of over 10,000 professionals.

Our wide array of integrated cash management solutions provides customers with safe, secure cash flow, while boosting profitability and operational efficiency. These solutions include SafePoint[®] by Loomis—the industry's most advanced cash management ecosystem.

Financial institutions and commercial and retail businesses of every size trust us to deliver the most comprehensive suite of cash-handling products and services available, including:



SafePoint[®]
by Loomis



Cash
Management



Cash
in Transit



Cash
Exchange



ATM
Services



Cash
Forecasting



SafePoint® by Loomis

We've taken cash management to the next level.



SafePoint by Loomis is the industry's premier cash management solution, combining cutting-edge, proprietary technology with Loomis' unmatched quality, service, and expertise. This fully customizable ecosystem is designed from the ground up to help businesses cut costs, increase efficiency, protect customers and employees, and boost profitability.

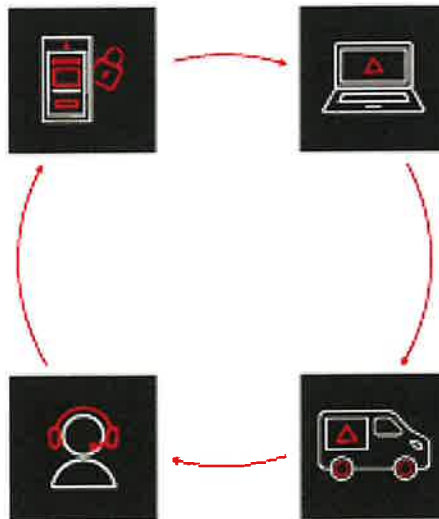
The SafePoint ecosystem includes:

SafePoint Titan advanced smart safe and cash technology

SafePoint Titan Technology combines the latest in secure hardware with advanced software to streamline cash-handling processes, improve accuracy, and minimize downtime for any size business.

Dedicated IT and unmatched customer support

SafePoint is specially designed with our customers' specific needs in mind. We work as a partner to devise the best possible solutions through our customized IT development and implementation, while also providing the finest support.



Real-time data and reporting tools with Loomis Direct customer portal

Loomis Direct helps turn your information into better decision making. This fully integrated customer portal provides real-time access to data and valuable cash management information from virtually anywhere via PC or mobile device.

Quality and expertise from a trusted industry leader

With SafePoint, customers gain access to Loomis' secure armored cash-in-transit services, hundreds of provisional banking partnerships, and an unrivaled international network of cash management specialists.

Titan Technology

SafePoint Titan R7

Medium back-office note and coin recycling solution for mid-cash volume environments. Stores, amusement parks, and the sites where cash is handled in high volumes. The perfect tool for the preparation of the cashier's daily float and the deposits at the end of the day. It ensures security, speed and a valuable reduction of the cash management costs.



Specifications

- AST7008 - 42.54"L x 17.32"W x 37.68"H
- CDS803 - 30.11"L x 17.32"W x 43.30"H
- Drop Vault - 6"W
- Combined Device Width - 40.64"W

Service Clearance

- Behind AST7008 - 4" from wall
- In front of AST7008 - 22.44"
- Left of CDS803 - 12" from the wall (for door swing)
- In front of CDS803 - 31.90"

Configuration:

Closed-loop architecture of notes; no manual intervention required

- Recycle 8 drums
- Deposit Sealing Stacking Bag

Total Capacity (notes/coin)

- Note up to 4,000/2,700 Coin up to 16,250
- 8 Recycling Drums and 1 Deposit stacking bag:
- 500 notes per drum
- Deposit: 3,000 notes
- Processing 6 notes per second

Note/Coin Processing (in/out)

- 6 notes per second
- 360 coins per min
- 32 coins per second
- Recycling capacity: 40,000 coins
- Input tray capacity: 1,000 coins
- 9 X coin hoppers
- 2 X \$0.01, 2 X \$0.05, 2 x \$0.10, 2 X \$0.25, and 1 X \$1

Note Denom. (recycles)

Up to 6

Coin Denomination (accepts/recycles)

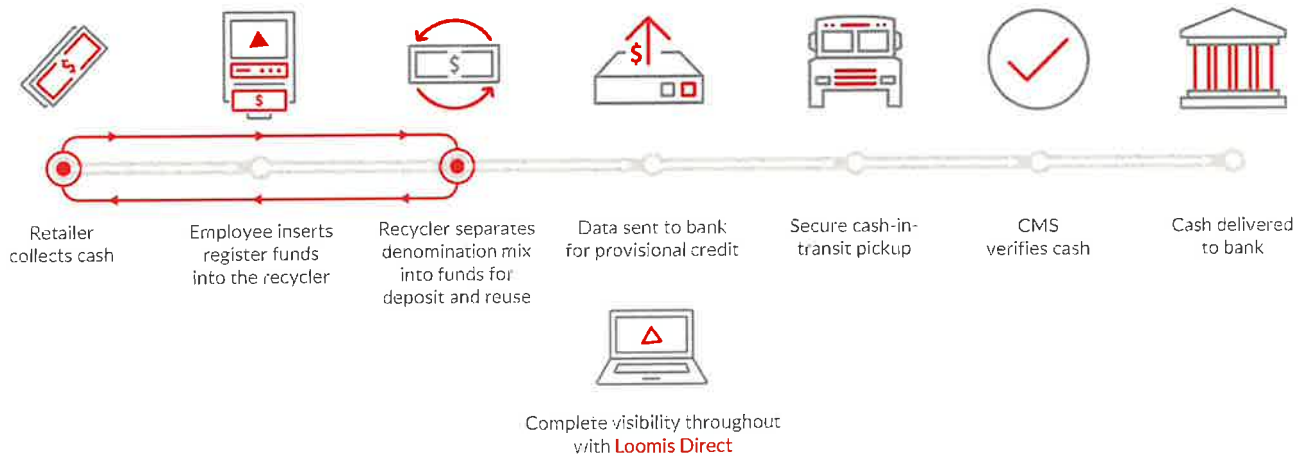
- Up to 6 denominations
- Up to 5 denominations

Key Feature:

- Dispense coins direct into tray.
- optional biometrics.
- pocket note acceptor, flexible note orientation, flexible note configuration
- Self sealing stacking bag of 2800 notes
- integrated printer
- Counterfeit note and coin discriminator
- continuous 24/7 monitoring
- Automatic end-of-day reporting,
- Multiple user authentication methods, OTC available

Titan R® cash recycler journey

CLOSING THE LOOP IN CASH-HANDLING



Loomis Direct

TURNING REPORTING INFORMATION INTO BETTER DECISION-MAKING

Loomis Direct revolutionizes cash insights. This fully integrated customer portal provides real-time access to data and valuable cash management information from virtually anywhere via PC or mobile device.

Features and benefits

- Increased customer visibility to data, from pickup to final deposit
- Intuitive interface for simple navigation
- Around-the-clock access to deposit information and cash vault statistics
- Cashier-level reporting and precise tracking and counting of all cash activities
- Track and Trace technology for improved visibility of change orders and deliveries
- Ability to open and track the status of service requests





SafePoint® by Loomis

Pricing options

What's included

- Site survey, shipping, and installation
- Comprehensive on-site training
- Dedicated customer support center
- Online reporting access
- Full maintenance agreement during contracted term (5 years)
- Cellular wireless modem (applies to smart safes only)
- Free change order delivery on scheduled service days (applies to smart safes only)

PRODUCT	START DATE	QUANTITY	HARDWARE DETAILS	FREQUENCY	TOTAL MONTHLY COST*
Titan R7	8 - 10 Weeks	1	Titan R7 - Central Drop Vault - Bio Metric Scanner - Barcode Scanner	2 x per week	\$2,400 per month

* Rates quoted do not include fluctuating fuel fee, 4% insurance fee, and taxes.

Loomis implementation process



Week 1: Introduction

Confirm order/process overview, specify client date requirements, and discuss factors that affect time frame. Equipment is ordered, and project is assigned to a Loomis Implementation Specialist (IS).

Weeks 2-6: Planning

Financial institution confirms profile status. Site survey is scheduled, conducted, and reviewed with client. Technical Sales Engineer (TSE) and customer work on configuration of hardware. Loomis IS coordinates installation and training timelines.

Weeks 6-8: Confirmation

Confirm delivery, installation, and training schedule. Receipt of profile from financial institution. Receipt of IP address from customer.

Weeks 8 -10: Installation/training

Installation typically takes two to four hours. Training will have been scheduled for two to three days. Recycler will be in production and in use during this period.



SafePoint by Loomis **CASH MANAGEMENT. MOVING FOWARD.**

Contact us today for more
information on how SafePoint
can transform your business.

303.746.9349
Justin.murphy@us.loomis.com



loomis.us

Loomis U.S.
2500 CityWest Blvd. #2300
Houston, TX 77042

This proposal is subject to the acceptance of all terms and conditions within the Loomis SafePoint master service agreement. Additional charges may include: excessive premise time, unscheduled armor transportation, non-warranty maintenance, and fuel surcharge. Please refer to the Loomis SafePoint master service agreement or speak to your Loomis representative for additional details. Proposal valid for 30 days.

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CREDIT APPLICATION

Please print legibly or type

Company Name	Federal Tax ID No.	DUNS No.
Address	Phone	FAX
Email Address	Date Est. / Years In Bus.	Type Bus.

Ownership

Principals or Officers	Title	Phone Number	Email Address

Trade References

Please provide references from vendors/suppliers with payment history

Company	Contact	Phone	Email Address

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING A NEW PROFESSIONAL SERVICES AGREEMENT WITH LOOMIS FOR COMPREHENSIVE CASH HANDLING MACHINE AND ARMORED TRANSPORT SERVICES IN AN AMOUNT NOT TO EXCEED \$165,000

=====

WHEREAS, funding for the agreement is available within the Finance Department Revenue Division operating budget.; and

WHEREAS, cash payments are currently secured in a safe overnight and collected by armored transport services on the following business day; and

WHEREAS, the City has previously utilized Loomis for armored transport services under an evergreen agreement; and

WHEREAS, staff has reviewed the existing arrangement and determined that establishing a new agreement will bring the City into compliance with current procurement policies; and

WHEREAS, the proposed system will reduce staff labor associated with manual cash handling, decrease end-of-day reconciliation time, reduce change order frequency, improve visibility into cash operations, and minimize armored transport pickups; and

WHEREAS, the total cost for the agreement with Loomis, including armored transport services and the cash handling machine, will not exceed \$165,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a new professional services agreement with Loomis for comprehensive cash handling machine and armored transport services in an amount not to exceed \$165,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize and direct the Interim City Manager to execute the agreement and all necessary documents on behalf of the City of Lodi; and

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

Dated: April 1, 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 April 1, 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 Approving the Reclassification of the Literacy and Programs Manager Position to Librarian II (LIB)

MEETING DATE:

April 1, 2026

PREPARED BY:

Jenni Fontanilla, Library Director

RECOMMENDED ACTION:

Adopt a resolution approving the reclassification of the Literacy and Programs Manager position to Librarian II.

BACKGROUND INFORMATION:

With the retirement of the Library Literacy and Programs Manager, the Library has an opportunity to evaluate the position and ensure alignment with current operational and service needs.

Library services include programming, outreach, grant coordination, and direct public service to the community. These service areas require professional librarian expertise, including reference services and collection development.

The existing Literacy and Programs Manager classification is primarily focused on administrative oversight of literacy services and requires a bachelor's degree. The proposed Librarian II classification more closely aligns with the responsibilities needed to support current library operations, including program coordination, grant-related work, and direct public service, and requires a Master of Library Science degree from an American Library Association-accredited program.

Reclassifying this position will support effective delivery of library services, strengthen community partnerships, and ensure continued coordination of programming and grant-funded activities.

The Library Board of Trustees reviewed this proposal and supports the recommended reclassification.

FISCAL IMPACT:

The salary range for the Literacy and Programs Manager classification is \$74,757.17 - \$90,867.80 annually, while the Librarian II classification is \$77,919.82 - \$94,711.95 annually, resulting in an approximate annual difference of \$3,162.65 - \$3,844.15. The increase in salary will be absorbed within the Library's existing operating budget.

FUNDING AVAILABLE:

Funding for the position is available within the Library Department's adopted operating budget.

LITERACY AND PROGRAM MANAGER

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

DEFINITION

Under administrative direction plans, organizes, directs and supervises the day-to-day activities of the Lodi Public Library. The Library Literacy and Program Manager trains and evaluates staff assigned to work within the library; Develops and implements Library Literacy programs and services; implements Library procedures, policies, and service delivery. Performs administrative work in planning, management, and evaluation of Library projects and programs; provides highly responsible and complex administrative assistance to the Director; performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Library Director. Exercises supervision over assigned paraprofessional and/or clerical staff. May serve in the capacity of the Library Director in their absence.

EXAMPLES OF DUTIES

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

Manages the day-to-day operational activities of the City's Public Library including Volunteer Services and Library programming, which may include responsibility for public service and/or support service assignments;

Manages the delivery of tutoring and support services for child and adult learners in the Literacy program; Performs student intake and assessment; Matches students with tutors; coordinates tutor training and evaluates and updates training process; Oversees assessment process to measure learner progress; Provides ongoing consultation and support to tutors and learners; Recommends materials and techniques to be used in tutoring;

Assists in the selection of assigned staff; Assists in department orientation of newly hired employees; Plans, organizes, schedules, evaluates, and supervises the work of paraprofessional, and/or clerical staff responsible for public or library support services; Assesses needs for staffing, supplies, resources, furnishings and equipment;

Participates in developing and updating departmental work procedures and policies; Interprets and applies library policies and procedures;

Initiates and maintains contact with members of the community, including library support groups, schools, service organizations, County departments, and community agencies;

As delegated by the Library Director, has secondary responsibility for working with appointed citizen commissions and committees in their assigned communities;

Arranges visits for members of the community to the library, speaks to organizations about library services; Prepares publicity on library activities and promotes the use of the library within the community; Serves as a project manager in the development of new services or evaluation of existing services; Plans, evaluates, and implements service to the public, organizations, and educational institutions;

Assists in developing departmental budget and monitors expenditures;

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

Knowledge of:

Principles and practices of delivering library services via emerging technologies; Current trends, new technology, and social media platforms that may affect the library system;

Public library programs and their relationship to community needs;

Principles and practices of personnel administration, supervision and training including selection, planning, performance evaluation and discipline;

Library best practices including; materials and formats in general use; Library Automation applications and practices; Library business methods, procedures and practices; Fundamentals of planning, presenting and evaluating library programs;

Printed and digital information resources;

Budgeting and resource management principles and practices;

Fundamentals of planning, presenting and evaluating library programs.

Ability to:

Problem solve and analyze complex administrative problems, evaluate alternatives, and recommend effective courses of action;

Implement and interpret policies, procedures, and services;

Establish courses of action for self and others to ensure that work is completed efficiently;

Make decisions, exercise good judgement, set priorities and meet deadlines; Generate innovative solutions in work situations; Keep the organization's vision and values at the forefront of associate decision making and action;

Engage with all levels of library employees and celebrate the diversity of library members of all backgrounds; Exercise interpersonal sensitivity while working effectively with individuals of diverse cultures, interpersonal styles, abilities, motivations, or backgrounds; Successfully motivate and interact with direct reports; Respond and resolve customer complaints and questions with tact and diplomacy;

Establish and maintain an effective working relationship with a variety of individuals and groups, including library staff, patrons, community groups, and service providers.

Communicate effectively, both orally and in writing; Prepare clear and concise reports, correspondence and informational items;

Utilize the latest technologies to provide high levels of service;

Prepare and make presentations to the public on library programs, services and materials;

Interact with upset public and private representatives in interpreting and enforcing departmental policies and procedures using tact and diplomacy.

EDUCATION AND EXPERIENCE

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

Education:

Possession of a Bachelor's degree from an accredited college or university with a major coursework in education, speech pathology & audiology, psychology, communications, humanities, social science, business, public administration, library science or behavioral science field.

Experience:

Five years of increasingly responsible experience in professional public library administration, including three years of Adult and Children Literacy programming, Library programming, and management experience including supervision of library staff.

LICENSES AND CERTIFICATES

Possession of the appropriate valid driver's license from the California Department of Motor Vehicles.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, and over the telephone. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull library carts. Positions in this

classification occasionally lift and carry reports and records that typically weigh less than 20 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work on evenings, weekends and holidays, on occasion.

FLSA STATUS: EXEMPT

LIBRARIAN II

DEFINITION

Under general supervision, perform professional librarian duties to include: creating and promoting Library programs and events to encourage patrons to visit the Library; create a Library collection that is reflective of the community and cognizant of Library trends, including various multi-media (including audio, digital, print, web-based resources, and social-media); provide advice and assistance to patrons related to reference-related questions, along with other general Library questions; and manage patron conduct to ensure patrons adhere to the Library's Behavioral Policy; perform related duties as assigned.

SUPERVISION EXERCISED AND RECEIVED

Receives general direction from higher level personnel; exercises technical and functional supervision over subordinate positions, including part-time and temporary personnel.

EXAMPLES OF DUTIES:

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

Demonstrates an innovative approach to creating and promoting Library programs to encourage a broad range of the community to visit the Library;

Plans, organizes, schedules and implements Library programs such as group tours, visits by community and school groups, and informational programs, workshops or seminars for the general public; promotes the Library throughout the community in a variety of manners, including presentation to groups, clubs, schools and other government bodies;

Proactively develops contacts in the community as a means of locating materials and promoting partnership opportunities;

Prepares and presents oral and written communications, reports and other materials; develops innovative library programs;

Maintains an awareness of current events, developments, and trends through reading professional literature, other news media, and participation in professional associations;

Conducts surveys and/or community presentations and makes recommendations to create a Library collection based on the needs of the patrons; collaborates with the community, educational institutions, and community-based organizations to create and maintain a multi-media Library collection that meets the needs of the community;

Uses broad and comprehensive knowledge of current library theories and practices to assist patrons, obtains information and makes effective use of library resources and services; researches and answers reference-related questions; selects titles of interest in subject areas indicated by patrons; makes extended use of resources in a variety of formats, performs bibliographic searches;

Promotes Library materials and databases for use by the public; assesses the needs of the patrons and endeavors to provide resources, materials and customer service that exceeds expectations;

Assists the Library Director, and may attend community events and activities, to promote the Library through a variety of forums that may result in fundraising opportunities; identifies individuals who may support the Library;

Actively researches and sources grant funding opportunities, prepares grant applications for funding for operational and improvement programs;

Manages patron conduct throughout the Library; ensures patrons adhere to the Behavioral Policy;

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

MINIMUM QUALIFICATIONS

Knowledge of:

Principles, practices and standards of professional library science including reference services, professional technical services, collection development, circulation practices, theory and application of library automation, and technological applications in libraries;

Books, authors, bibliographies and reference materials; publishing and resources for library materials.

Principles and practices of library organization, operations, and procedures;

Principles and practices of supervision, fundraising, grant application, promotion, and customer service.

All computer applications and hardware related to performance of the essential functions of the job.

Ability to:

Under general supervision, perform a variety of professional librarian duties of moderate to complex difficulty including providing information and assistance to customers of all

ages; perform reference and reader advisory services; perform collection development within assigned area; plan, schedule and present generalized programs
Assimilate and adjust to procedures unique to this library;

Communicate effectively, orally and in writing;

Demonstrate initiative, teamwork and creative problem-solving skills;

Research and complete grant applications and other forums to raise/fundraise money for the Library;

Develop marketing materials promoting library services;

Greet patrons in a friendly and accessible manner;

Supervise the work of others; organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.

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

EDUCATION AND EXPERIENCE

Any combination of experience and education that would likely produce the qualifying knowledge and ability. A typical combination is:

Education:

Masters of Library Science Degree from an American Library Association (ALA) accredited college or university.

Experience:

Two years experience as a professional librarian. Supervisory experience is highly desirable. Ability to speak and write Spanish is desirable.

LICENSES AND CERTIFICATES

Possession of the appropriate valid Driver's License from the California Department of Motor Vehicles.

WORKING CONDITIONS

Work is generally performed in an office setting requiring extended periods of standing, walking, sitting, and talking or hearing. Duties require occasional periods of climbing or balancing, pulling/pushing items, lifting/carrying items, keyboarding, reaching with hands and arms, stooping, kneeling, crouching, or crawling. May be required to lift and move up to 30 pounds. Vision requirements include ability to see well enough to read documents and operate office equipment.

Reading materials and verbal instructions require complex interpretation. Working with the public which may include angry or hostile individuals. Attendance at workshops, conferences, or meetings which may include nights and or/weekends.

*FLSA Status: EXEMPT

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE RECLASSIFICATION OF THE LITERACY AND PROGRAMS MANAGER POSITION TO LIBRARIAN II

=====

WHEREAS, the Library Literacy and Programs Manager position has become vacant due to retirement; and

WHEREAS, this vacancy provides an opportunity to evaluate the position and ensure alignment with the Library's current operational and service needs; and

WHEREAS, the retirement of the Literacy and Programs Manager provides an opportunity to realign the position to better support current library service needs, and

WHEREAS, library services include programming, outreach, grant coordination, and direct public service that require professional librarian expertise, including reference services and collection development; and

WHEREAS; the Librarian II classification more closely aligns with these responsibilities, including program and grant-related work, and requires a Master of Library Science degree from an American Library Association-accredited program; and

WHEREAS, the salary adjustment associated with this reclassification will be absorbed within the Library Department's existing operating budget and does not increase the number of authorized positions.

WHEREAS, the Library Board of Trustees reviewed and supports the recommended reclassification; and

WHEREAS; the salary adjustment associated with this reclassification will be absorbed within the Library Department's existing operating budget and does not increase the number of authorized positions;

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the reclassification Literacy and Programs Manager position to Librarian II.

Dated: April 1, 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 April 1, 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 Ratifying the City Manager's Approval of Three Replacement Vehicles from Sanborn Chevrolet Inc and Approve the Purchase of One Replacement Vehicle from Lodi Motors, Inc dba Lodi Honda, Emergency Equipment Installation from Lehr Upfitters OpCo LLC, and Radio Equipment from Dailey-Wells Communications, Inc in the Amount of \$212,804.46 (PD)

MEETING DATE:

April 1, 2026

PREPARED BY:

Candice Alaniz, Management Analyst

RECOMMENDED ACTION:

Adopt a Resolution Ratifying the City Manager's Approval of Three Replacement Vehicles from Sanborn Chevrolet Inc and Approve the Purchase of One Replacement Vehicle from Lodi Motors, Inc dba Lodi Honda, and Emergency Equipment Installation from Lehr Upfitters OpCo LLC, and Radio Equipment from Dailey-Wells Communications, Inc in the Amount of \$212,804.46.

BACKGROUND INFORMATION:

On June 4th, 2025, Council approved the 2025/26 fiscal year budget. Within the budget, the Police Department requested the replacement of four unmarked Vehicles in accordance with the fleet replacement policy. Three of the vehicles were available at Sanborn Chevrolet Inc, and the purchase orders were completed to secure the vehicle purchases. The fourth vehicle is currently available at Lodi Honda.

Staff requests the authorization to replace four unmarked vehicles: three from Sanborn Chevrolet Inc in the amount of \$126,845.74, one from Lodi Honda in the amount of \$40,504.23, plus an additional \$30,460.64 for vehicle upfitting from Lehr Upfitters, and \$14,993.85 for vehicle radios from Dailey-Wells Communications, Inc, for a total cost of \$212,804.46.

FISCAL IMPACT:

There is no impact to the General Fund from these vehicle purchases.

FUNDING AVAILABLE:

PD Vehicle Replacement Fund (\$212,804.46) 64399100.77040.



CITY OF LODI

CITY MANAGER'S SPECIAL REQUEST

REQUEST TITLE: Purchase of Budgeted Replacement Vehicle

SUBMITTED BY: Police Chief / Police Fleet Supervisor

DATE: August 20, 2025

RECOMMENDED ACTION: That the City Manager authorize the purchase of one 2025 Chevrolet Equinox from Sanborn Chevrolet of Lodi, CA, in the amount of \$36,348.02, an additional \$4,997.95 for the purchase of a Harris Mobile Radio from Dailey-Wells Communications, Inc., and an additional \$7,615.16 for the installation of emergency and electronic equipment through Lehr Auto, CA, for the total price of **\$48,961.13**.

BACKGROUND INFORMATION: This vehicle purchase and disposition is taking the place of car 05-077, a 2015 Hyundai Sonata. This replacement was budgeted for and approved for replacement in the 2025/2026 fiscal year budget.

The 2015 Hyundai Sonata (05-77) is **10 years old** and has **84,929** miles as of 8/14/2025. The guidelines for replacement of this class of vehicle are 3-8 years / 80,000 miles. The total repair and maintenance costs on this vehicle to date are **\$8,127.79**, and it has an estimated value of \$2,000-\$4,000. After considering these factors, it is recommended that a replacement be purchased now.

APPROVED FUNDING SOURCE: Vehicle Replacement Fund

Submitted by:


Sean Blandford
Police Fleet Coordinator

8.20.25
Date

Matt Sinclair
Fleet Supervisor

Date

Assistant City Manager -
Approval of Funding Source:

Christina Jaromay
Interim Assistant City Manager

Date

Account Number: 64399100.77040

APPROVED: _____ DATE _____

James Lindsay
City Manager



MEMORANDUM FOR PURCHASE/DISPOSITION OF VEHICLE

To: Fleet Superintendent
Assistant City Manager
City Manager
From: Lt. Sean Blandford, Police Fleet Coordinator
Date: August 20, 2025
Subject: Request for Approval to Purchase and Disposal Replacement of Surplus Vehicle # 05-077

Approval is requested to purchase the replacement for, and complete the disposition of, the following vehicle:

Year 2015 **Make** Hyundai **Model** Sonata **Body Type** Sedan

Current Assignment Dept. Police **Division** Support Services

City Vehicle No. 05-077 **Lic. No.** 7NDB101 **VIN** 5NPE24AF9FH059909

Current Odometer or Hour Meter Reading 84,929 **Miles/Hours** (circle one)

Replacement Guidelines for this Vehicle Service Years 3-8 Mileage/Hours 80,000

Additional Information _____

Estimated value (check one)

No value or junk <\$1,000 \$1,000-\$3,000 Other: \$ _____

Planned method of disposition (check one)

Intra-City Transfer Sealed Bid Off-site Auction Trade-in Dismantled, for Parts

(Wrecked vehicles estimated to have only junk value shall be removed from City property by the most economical means.)

Fund to be credited: Vehicle Replacement Fund 64300000.54391

 8-20-25
Police Fleet Coordinator

Approved: _____ Date: _____
Fleet Superintendent

Approved: _____ Date: _____
Assistant City Manager

Approved: _____ Date: _____
City Manager

Attachments for signature: Title Vehicle/Vessel Transfer Form Release of Liability
 (Other) _____



**CITY OF LODI, CA
VEHICLE REPAIR HISTORY REPORT**

DATE 08/14/2025
 TIME: 2:13 pm
 ID: 1-32/RRV
 PAGE 1

FACILITY: 00001

STARTING VMRS CODE: 000-000-000
 ENDING VMRS CODE: 999-999-999

DATE: First
 DATE: Last

VEHICLE: 05-077
 VEHICLE: 05-077

METER: Standard Meter SUBTOTALS OF VMRS CODES FOR FACILITY > 00001

VMRS CODE	QUANTITY	LABOR HRS	LABOR COST	PARTS COST	TOTAL COST	PERCENT	TOT COST /METER
002	3	0.33	30.97	167.85	198.82	2.45%	0.0023
003	1	0.00	0.00	5.68	5.68	0.07%	0.0001
004	2	0.47	64.56	217.74	282.30	3.47%	0.0033
006	2	2.83	265.60	295.83	561.43	6.91%	0.0066
007	1	0.00	0.00	102.86	102.86	1.27%	0.0012
008	6	6.47	929.52	0.00	929.52	11.44%	0.0110
010	1	0.00	0.00	210.60	210.60	2.59%	0.0025
011	6	1.82	172.46	585.67	758.13	9.33%	0.0090
013	2	0.70	93.17	180.31	273.48	3.36%	0.0032
014	1	2.49	233.69	2.19	235.88	2.90%	0.0028
019	17	2.67	303.26	216.25	519.51	6.39%	0.0061
020	2	0.00	0.00	8.15	8.15	0.10%	0.0001
066	17	29.62	3,302.48	736.95	4,041.43	49.72%	0.0477
Total	61	47.40	5,395.71	2,732.08	8,127.79	100.00%	0.0960

PM COST: \$4,041.43
REPAIR COST: \$4,086.36
TOTAL REPAIRS: \$8,127.79
CURRENT MILEAGE: 84,929
YEAR: 2015



Invoice #: 127188

Invoice date: 08/15/2025

2026 Chevrolet Equinox

VIN: 3GNAXHEG4TL127188

Total Due: \$36,348.02

Please see retail installment contract for itemization of fees and taxes

Please remit to:

Sanborn Chevrolet
1210 S. Cherokee Ln.
Lodi, CA 95240

SANBORN CHEVROLET, INC.

1210 South Cherokee Lane • Lodi, California 95240
(209) 334-5000 sanbornchevrolet.com

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) CITY OF LODI 215 W ELM ST LODI, CA 95240 SAN JOAQUIN Cell: (916)487-4318 Email:	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) SANBORN CHEVROLET, INC 1210 S CHEROKEE LANE LODI, CA 95240 SAN JOAQUIN
--	---	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2026	CHEVROLET TRUCK EQUINOX	5	3GNAXHEG4TE127188	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 36348.02 (e)	\$ 36348.02 (e)	\$ 36348.02 (e)
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ N/A			
One Payment of	\$ N/A			
One Payment of	\$ N/A			
	\$ 36348.02	MONTHLY beginning		
	\$ N/A			
One final payment	\$ N/A			

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE		
NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.		
Vehicle Insurance		
	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	___ Mos.	\$ N/A
\$ N/A Ded. Collision	___ Mos.	\$ N/A
Bodily Injury \$ ___	___ Limits, ___ Mos.	\$ ___
Property Damage \$ ___	___ Limits, ___ Mos.	\$ ___
Medical ___	___ Mos.	\$ ___
	___ Mos.	\$ ___
Total Vehicle Insurance Premiums		\$ ___
UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.		
You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.		
Buyer X		
Co-Buyer X		
Seller X	SANBORN CHEVROLET, INC. BY	

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)	
1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 32007.00 (A)
1. Cash Price Vehicle	\$ 32007.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable) Describe	\$ N/A
4. Other (Nontaxable) Describe	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) N/A	\$ N/A (D1)
2. (paid to) N/A	\$ N/A (D2)
3. (paid to) N/A	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) N/A	\$ N/A (E1)
2. (paid to) N/A	\$ N/A (E2)
F. EV Charging Station (paid to) N/A	\$ N/A (F)
G. Sales Tax (on taxable items in A through F)	\$ 2739.27 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) N/A	\$ 35.00 (H)
I. (Optional) Service Contract(s)	
1. (paid to) N/A	\$ N/A (I1)
2. (paid to) N/A	\$ N/A (I2)
3. (paid to) N/A	\$ N/A (I3)
4. (paid to) N/A	\$ N/A (I4)
5. (paid to) N/A	\$ N/A (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation)	\$ N/A (J)
K. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation)	\$ N/A (K)
L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver	\$ N/A (L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A (M)
N. Other paid to N/A For N/A	\$ N/A (N)
O. Other paid to N/A For N/A	\$ N/A (O)
Total Cash Price (A through O)	\$ 35946.27 (1)

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.	
Term ___ Mos.	Name of Agreement
I want to buy a debt cancellation agreement or GAP waiver.	
Buyer Signs X	

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L.	
I1 Company	___ Mos. or ___ Miles
I2 Company	___ Mos. or ___ Miles
I3 Company	___ Mos. or ___ Miles
I4 Company	___ Mos. or ___ Miles
I5 Company	___ Mos. or ___ Miles
Buyer X	

Trade-In Vehicle(s)	
1. Vehicle 1	
Year ___	Make ___
Model ___	Odometer ___
VIN ___	
a. Agreed Value of Property	\$ ___
b. Buyer/Co-Buyer Retained Trade Equity	\$ ___
c. Agreed Value of Property Being Traded-In (a-b)	\$ ___
d. Prior Credit or Lease Balance	\$ ___
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity)	\$ ___
2. Vehicle 2	
Year ___	Make ___
Model ___	Odometer ___

Total Official Fees (A through D)		\$ 581.75 (2)
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)		\$ N/A (3)
4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee		\$ N/A (4)
5. Subtotal (1 through 4)		\$ 363.00 (5)
6. Total Downpayment		
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):		
Vehicle 1 \$ N/A Vehicle 2 \$ N/A		(A)
B. Total Less Prior Credit or Lease Balance (e)		\$ N/A (B)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A		
C. Total Net Trade-In (A-B)		\$ N/A (C)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A		
D. Deferred Downpayment Payable to Seller		\$ N/A (D)
E. Manufacturer's Rebate		\$ N/A (E)
F. Other N/A		\$ N/A (F)
G. Other N/A		\$ N/A (G)
H. Other N/A		\$ N/A (H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card		\$ N/A (I)
Total Downpayment (C through I)		\$ 363.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)		
7. Amount Financed (5 less 6)		\$ 2867.00 (7)

VIN	N/A
a. Agreed Value of Property	\$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	\$ N/A
c. Agreed Value of Property	
Being Traded-In (a-b)	\$ N/A
d. Prior Credit or Lease Balance	\$ N/A
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity)	\$ N/A
Total Agreed Value of Property	
Being Traded-In (1c+2c)	\$ N/A *
Total Prior Credit or Lease Balance (1d+2d)	\$ N/A *
Total Net Trade-In (1e+2e)	\$ N/A *
(*See item 6A-6C in the Itemization of Amount Financed)	

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before Year 2010. SELLER'S INITIALS: JA

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X JA
Co-Buyer Signs X JA

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X JA Co-Buyer Signature X JA

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: JA

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X JA Co-Buyer Signs X JA

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X JA Co-Buyer X JA

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X JA

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X JA Co-Buyer Signature X JA

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X JA Date 10/26/09 Co-Buyer Signature X JA Date 10/26/09
Buyer Printed Name JA Co-Buyer Printed Name JA

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name JA Title JA

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____

DAILEY-WELLS COMMUNICATIONS, INC.

4880 E. Valley Blvd, Los Angeles, CA 90032
To: Mike Manetti Lodi Police Department
From: Michael Priolo; (213) 810-6113
Date: 7/23/2025



DAILEY-WELLS

Item	Part Number	XL-185M UHF Mobile	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
100	XT-MPS1M	MOBILE, XL-185M, SINGLE-BAND	1	\$ 3,815.00	30%	\$ 2,670.50	\$ 2,670.50
110	XT-PL4K	FEATURE, UHF BAND	1	\$ 0.01	100%	\$ -	\$ -
120	XT-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	1	\$ 80.00	30%	\$ -	\$ -
130	XT-AN8C	ANTENNA, ELEMENT, LOW PROF, 0DB, UHF-H	1	\$ 65.00	30%	\$ 45.50	\$ 45.50
140	XT-PL8Y	FEATURE, ENCRYPTION LITE	1	\$ 0.01	100%	\$ -	\$ -
130	XT-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	1	\$ 0.01	100%	\$ -	\$ -
140	XT-CP6A	CONTROL UNIT, XL-CH	1	\$ 1,850.00	30%	\$ 1,295.00	\$ 1,295.00
150	XT-MC6A	MICROPHONE, XL, STANDARD MOBILE	1	\$ 105.00	30%	\$ 770.00	\$ 73.50
160	XT-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	1	\$ 495.00	30%	\$ 346.50	\$ 346.50
170	XT-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	1	\$ 120.00	30%	\$ 84.00	\$ 84.00
180	XT-LS6A	SPEAKER, EXTERNAL, MOBILE	1	\$ 60.00	30%	\$ 42.00	\$ 42.00
SUBTOTAL:							\$ 4,557.00
Tax: 8.25%							\$ 375.95
SHIPPING:							\$ 65.00
TOTAL:							\$ 4,997.95

- Notes:
- (1) Price based off LA City Contract
 - (2) Tax may be waived with a valid tax exempt certificate
 - (3) Price does not include Installation and Programming
 - (4) Shipping is added to price

Please address Purchase Orders as follows:
 Dailey and Wells Communications, Inc.
 3440 E. Houston Street
 San Antonio, TX 78219
 Attn: Michael Priolo
 Email: mpriolo@dwcomm.com



Sales Quote

Page: 1

631 North Market Blvd, Suite N Sacramento, CA 95834
 Phone: 916-407-1888 Fax: 916-646-6656

Quote Number: 55356
 Document Date: 8/18/2025
 Terms: Net 30
 Payment Method:

Sell Lodi Police Department
 To: Laura Discala
 215 W Elm Street
 Lodi, CA 95241
 Phone: 209-333-6722

Ship Lodi Police Department
 To: Lt. Nelson
 215 W ELM ST
 LODI, CA 95240-2001
 Phone: 209-333-6722

Ship Via
 Tax Ident. Type Legal Entity

Customer ID 50888
 SalesPerson Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Detective SUV			
	Front End Equipment			
XONB	Whelen ION Series Super-LED Blue w/Smoked Lens PROMO	1	109.95	109.95
XONR	Whelen ION Series Super-LED Red w/Smoked Lens PROMO	1	109.95	109.95
SA315P	Whelen Siren Speaker 100W PROMO	1	199.99	199.99
SAK9	Whelen Speaker Bracket Universal Swivel	1	37.10	37.10
WXONC	Whelen, Wide Ion Light - White/Smoke Lens PROMO	2	109.95	219.90
I	Installation Charges	11.5	140.00	1,610.00
	Drivers Compartment Equipment			
SFIONR	Whelen, Spitfire - Red	1	162.40	162.40
SFIONB	Drivers side rear view mirror (steady) Whelen Spitfire - Blue	1	162.40	162.40
14.0553	Passenger side rear view mirror (flashing) Able 2, Triple Outlet Box	1	36.66	36.66
PKILLMAG	LEHR, Siren Park Kill Kill siren and white ionc lights	1	51.00	51.00
BETA112R	Whelen Beta Full Function Remote Siren	1	225.40	225.40
BETAMIC	Whelen Remote Mic for BETA112R	1	134.40	134.40
MMSU-1	Mag Mic Magnetic Mic Kit	2	39.95	79.90
I	Installation Charges	15	140.00	2,100.00



Sales Quote

Page: 2

631 North Market Blvd, Suite N Sacramento, CA 95834
 Phone: 916-407-1888 Fax: 916-646-6656

Quote Number: 55356
 Document Date: 8/18/2025
 Terms: Net 30
 Payment Method:

Sell Lodi Police Department
 To: Laura Discala
 215 W Elm Street
 Lodi, CA 95241
 Phone: 209-333-6722

Ship Lodi Police Department
 To: Lt. Nelson
 215 W ELM ST
 LODI, CA 95240-2001
 Phone: 209-333-6722

Ship Via
 Tax Ident. Type Legal Entity

Customer ID 50888
 SalesPerson Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Back End Equipment			
SFIONR	Whelen, Spitfire - Red	1	162.40	162.40
SFIONB	Whelen Spitfire - Blue	1	162.40	162.40
VTX609R	Whelen, Vertex Super-LED Omni Directional Lighthouse Red PROMO	1	83.95	83.95
VTX609B	Whelen Vertex Super-LED Omni Directional Lighthouse Blue PROMO	1	83.95	83.95
WH2	Medium Wire Harness	1	375.00	375.00
I	Installation Charges	5	140.00	700.00
F	Shipping Charges	1	65.00	65.00
INSTALL	Install Materials	1	168.00	168.00
	Customer Supplied Radio 2 Piece with antenna and cable			

Agency Approval

Name: _____

Auth. Signature: _____

Sub-Total 7,039.75
 Total Tax 575.41

Total: 7,615.16

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



CITY OF LODI

CITY MANAGER'S SPECIAL REQUEST

REQUEST TITLE: Purchase of Budgeted Replacement Vehicle

SUBMITTED BY: Police Chief / Police Fleet Supervisor

DATE: August 20, 2025

RECOMMENDED ACTION: That the City Manager authorize the purchase of one 2025 Chevrolet Equinox from Sanborn Chevrolet of Lodi, CA, in the amount of \$36,348.02, an additional \$4,997.95 for the purchase of a Harris Mobile Radio from Dailey-Wells Communications, Inc., and an additional \$7,615.16 for the installation of emergency and electronic equipment through Lehr Auto, CA, for the total price of **\$48,961.13**.

BACKGROUND INFORMATION: This vehicle purchase and disposition is taking the place of car 05-104, a 2015 Chevrolet Malibu. This replacement was budgeted for and approved for replacement in the 2025/2026 fiscal year budget.

The 2015 Chevy Malibu (05-104) is **10 years old** and has **84,258** miles as of 8/20/2025. The guidelines for replacement of this class of vehicle are 3-8 years / 80,000 miles. The total repair and maintenance costs on this vehicle to date are **\$14,019.90**, and it has an estimated value of \$4,000-\$6,000. After considering these factors, it is recommended that a replacement be purchased now.

APPROVED FUNDING SOURCE: Vehicle Replacement Fund

Submitted by:


Sean Blandford
Police Fleet Coordinator

8.20.25
Date

Matt Sinclair
Fleet Supervisor

Date

Assistant City Manager -
Approval of Funding Source:

Christina Jaromay
Interim Assistant City Manager

Date

Account Number: 64399100.77040

APPROVED: _____ DATE _____

James Lindsay
City Manager



MEMORANDUM FOR PURCHASE/DISPOSITION OF VEHICLE

To: Fleet Superintendent
Assistant City Manager
City Manager
From: Lt. Sean Blandford, Police Fleet Coordinator
Date: August 20, 2025
Subject: Request for Approval to Purchase and Disposal Replacement of Surplus Vehicle # 05-104

Approval is requested to purchase the replacement for, and complete the disposition of, the following vehicle:

Year 2015 **Make** Chevrolet **Model** Malibu **Body Type** Sedan

Current Assignment Dept. Police **Division** Support Services

City Vehicle No. 05-104 **Lic. No.** 7PYE803 **VIN** 1G11D5SL6FF150044

Current Odometer or Hour Meter Reading 84,258 **Miles/Hours** (circle one)

Replacement Guidelines for this Vehicle Service Years 3-8 Mileage/Hours 80,000

Additional Information _____

Estimated value (check one)


No value or junk <\$1,000 \$1,000-\$3,000 Other: \$4000-8000

Planned method of disposition (check one)

Intra-City Transfer Sealed Bid Off-site Auction Trade-in Dismantled, for Parts

(Wrecked vehicles estimated to have only junk value shall be removed from City property by the most economical means.)

Fund to be credited: Vehicle Replacement Fund 64300000.54391

 8-20-25

Police Fleet Coordinator

Approved: _____ Date: _____
Fleet Superintendent

Approved: _____ Date: _____
Assistant City Manager

Approved: _____ Date: _____
City Manager

Attachments for signature: Title Vehicle/Vessel Transfer Form Release of Liability
 (Other) _____



CITY OF LODI, CA
VEHICLE REPAIR HISTORY REPORT

DATE 08/14/2025
TIME 2:19 pm
ID: 1-32/RRV
PAGE 1

FACILITY: 00001

STARTING VMRS CODE: 000-000-000
ENDING VMRS CODE: 999-999-999

DATE: First
DATE: Last

VEHICLE: 05-104
VEHICLE: 05-104

METER: Standard Meter SUBTOTALS OF VMRS CODES FOR FACILITY > 00001

VMRS CODE	QUANTITY	LABOR HRS	LABOR COST	PARTS COST	TOTAL COST	PERCENT	PERIOD : CURRENT	TOT COST /METER
002 BODY AND GLASS	3	1.62	305.62	255.39	561.01	4.00%		0.1361
003 ELEC, INSTR, LIGHT & CHASSIS	8	6.69	895.71	1,262.44	2,158.15	15.39%		0.5237
004 BATTERY, CHRG & STARTING	3	4.09	407.98	412.00	819.98	5.85%		0.1990
006 FUEL	2	2.39	224.30	295.83	520.13	3.71%		0.1262
007 TRANS(MAIN/AUX) PTO/CLUTC	1	3.75	499.13	0.00	499.13	3.56%		0.1211
008 EMISSION CONTROL	8	7.01	887.83	138.43	1,026.26	7.32%		0.2490
010 ENGINE	2	5.05	672.16	312.02	984.18	7.02%		0.2388
011 TIRES AND WHEELS	7	5.98	692.61	1,249.24	1,941.85	13.85%		0.4712
013 BRAKES	2	0.00	15.98	131.92	147.90	1.05%		0.0359
014 SPECIAL EQUIPMENT	1	4.09	544.38	0.00	544.38	3.88%		0.1321
019 MISCELLANEOUS	23	7.31	825.42	213.91	1,039.33	7.41%		0.2522
021 ACCIDENT	2	0.00	0.00	0.00	0.00	0.00%		0.0000
066 PREVENTATIVE MAINTENANCE	16	28.26	3,096.20	681.40	3,777.60	26.94%		0.9167
Total	78	76.24	9,067.32	4,952.58	14,019.90	100.00%		3.4021

PM COST: \$3,777.60
REPAIR COST: \$10,242.30
TOTAL REPAIRS: \$14,019.90
CURRENT MILEAGE: 79,744
YEAR: 2015

*OK, 258005 of verification
8/20/2025*



Invoice #: 127715

Invoice date: 08/15/2025

2026 Chevrolet Equinox

VIN: 3GNAXHEG1TL127715

Total Due: \$36,348.02

Please see retail installment contract for itemization of fees and taxes

Please remit to:

Sanborn Chevrolet
1210 S. Cherokee Ln.
Lodi, CA 95240

SANBORN CHEVROLET, INC.

1210 South Cherokee Lane • Lodi, California 95240
(209) 334-5000 sanbornchevrolet.com

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) CITY OF LODI 215 W ELM ST LODI CA 95240 SAN JOAQUIN Cell: (916) 487-4318 Email:	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) SANBORN CHEVROLET, INC. 1210 S. CHEROKEE LANE LODI CA 95240 SAN JOAQUIN
--	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2026	CHEVROLET TRUCK EQUINOX	5	3GNAXHEG1TL127715	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00%	\$ 0.00(e)	\$ 36348.00(e)	\$ 36348.00(e)	\$ 36348.00(e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	\$ N/A	
One Payment of	\$ N/A	
One Payment of	\$ N/A	
	\$ N/A	beginning
	\$ 36348.00	08/15/2025
One final payment	\$ N/A	

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
Security interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$ 32097.00(A)
1. Cash Price Vehicle	\$ 32097.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable) Describe N/A	\$ N/A
4. Other (Nontaxable) Describe N/A	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 85.00(B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A(C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) N/A	\$ N/A(D1)
2. (paid to) N/A	\$ N/A(D2)
3. (paid to) N/A	\$ N/A(D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) N/A	\$ N/A(E1)
2. (paid to) N/A	\$ N/A(E2)
F. EV Charging Station (paid to) N/A	\$ N/A(F)
G. Sales Tax (on taxable items in A through F)	\$ 2729.27(G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC	\$ 35.00(H)
I. (Optional) Service Contract(s)	
1. (paid to) N/A	\$ N/A(I1)
2. (paid to) N/A	\$ N/A(I2)
3. (paid to) N/A	\$ N/A(I3)
4. (paid to) N/A	\$ N/A(I4)
5. (paid to) N/A	\$ N/A(I5)
J. Prior Credit or Lease Balance (e) paid by Seller to N/A	\$ N/A(J)
(see downpayment and trade-in calculation)	
K. Prior Credit or Lease Balance (e) paid by Seller to N/A	\$ N/A(K)
(see downpayment and trade-in calculation)	
L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver	\$ N/A(L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A(M)
N. Other paid to N/A For N/A	\$ N/A(N)
O. Other paid to N/A For N/A	\$ N/A(O)
Total Cash Price (A through O)	\$ 35946.27(1)
A. Vehicle License Fees ESTIMATED	\$ 214.00(A)
B. Registration/Transfer/Titling Fees ESTIMATED	\$ 279.00(B)
C. California Tire Fees	\$ 75.00(C)
D. Other N/A	\$ N/A(D)
Total Official Fees (A through D)	\$ 501.75(2)

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
N/A	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X _____
Co-Buyer X N/A
Seller X SANBORN CHEVROLET, INC. BY _____

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER.

A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
 Name of Agreement _____

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs X _____

OPTIONAL SERVICE CONTRACT(S)

You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company N/A	Term N/A Mos. or N/A Miles
I2 Company N/A	Term N/A Mos. or N/A Miles
I3 Company N/A	Term N/A Mos. or N/A Miles
I4 Company N/A	Term N/A Mos. or N/A Miles
I5 Company N/A	Term N/A Mos. or N/A Miles

Buyer X _____

Trade-In Vehicle(s)

1. Vehicle 1
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A
a. Agreed Value of Property \$ N/A
b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
c. Agreed Value of Property Being Traded-In (a-b) \$ N/A
d. Prior Credit or Lease Balance \$ N/A
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A
2. Vehicle 2
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance) \$ _____ (3)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ _____ (4)

5. Subtotal (1 through 4) \$ 36248.00 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ _____ (A)

Vehicle 1 \$ _____ Vehicle 2 \$ _____

B. Total Less Prior Credit or Lease Balance (e) \$ _____ (B)

Vehicle 1 \$ _____ Vehicle 2 \$ _____

C. Total Net Trade-In (A-B) \$ _____ (C)

Vehicle 1 \$ _____ Vehicle 2 \$ _____

D. Deferred Downpayment Payable to Seller \$ _____ (D)

E. Manufacturer's Rebate \$ _____ (E)

F. Other \$ _____ (F)

G. Other \$ _____ (G)

H. Other \$ _____ (H)

I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ _____ (I)

Total Downpayment (C through I) \$ 6000.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6) \$ 36248.00 (7)

a. Agreed Value of Property \$ _____ (3)

b. Buyer/Co-Buyer Retained Trade Equity \$ _____ (4)

c. Agreed Value of Property Being Traded-In (a-b) \$ _____ (A)

d. Prior Credit or Lease Balance \$ _____ (B)

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ _____ (C)

Total Agreed Value of Property Being Traded-In (1c+2c) \$ _____ (A)

Total Prior Credit or Lease Balance (1d+2d) \$ _____ (B)

Total Net Trade-In (1e+2e) \$ _____ (C)

(*See item 6A-6C in the Itemization of Amount Financed)

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

Buyer Signs X BY: N/A

Co-Buyer Signs X N/A

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X N/A Co-Buyer Signature X N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: _____

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [Signature] Co-Buyer Signs X N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X [Signature] Co-Buyer X N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
 YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
 FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
 THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X BY: [Signature] X N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X BY: [Signature] Co-Buyer Signature X N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
 California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X [Signature] Date 08/15/12 Co-Buyer Signature X N/A Date N/A
 Buyer Printed Name CITY OF LODI Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name CITY OF LODI Title _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____
 Address _____ Address _____

DAILEY-WELLS COMMUNICATIONS, INC.

4880 E. Valley Blvd, Los Angeles, CA 90032

To: **Mike Manetti** Lodi Police Department

From: **Michael Priolo**; (213) 810-6113

Date: 7/23/2025



Item	Part Number	XL-185M UHF Mobile	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
100	XT-MPS1M	MOBILE, XL-185M, SINGLE-BAND	1	\$ 3,815.00	30%	\$ 2,670.50	\$ 2,670.50
110	XT-PL4K	FEATURE, UHF BAND	1	\$ 0.01	100%	\$ -	\$ -
120	XT-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	1	\$ 80.00	30%	\$ -	\$ -
130	XT-AN8C	ANTENNA, ELEMENT, LOW PROF, 0DB, UHF-H	1	\$ 65.00	30%	\$ 45.50	\$ 45.50
140	XT-PL8Y	FEATURE, ENCRYPTION LITE	1	\$ 0.01	100%	\$ -	\$ -
130	XT-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	1	\$ 0.01	100%	\$ -	\$ -
140	XT-CP6A	CONTROL UNIT, XL-CH	1	\$ 1,850.00	30%	\$ 1,295.00	\$ 1,295.00
150	XT-MC6A	MICROPHONE, XL, STANDARD MOBILE	1	\$ 105.00	30%	\$ 770.00	\$ 73.50
160	XT-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	1	\$ 495.00	30%	\$ 346.50	\$ 346.50
170	XT-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	1	\$ 120.00	30%	\$ 84.00	\$ 84.00
180	XT-LS6A	SPEAKER, EXTERNAL, MOBILE	1	\$ 60.00	30%	\$ 42.00	\$ 42.00
SUBTOTAL:							\$ 4,557.00
Tax: 8.25%							\$ 375.95
SHIPPING:							\$ 65.00
TOTAL:							\$ 4,997.95

Notes: (1) Price based off LA City Contract Contract

(2) Tax may be waived with a valid tax exempt certificate

(3) Price does not include Installation and Programming

(4) Shipping is added to price

Please address Purchase Orders as follows:

Dailey and Wells Communications, Inc.

3440 E. Houston Street

San Antonio, TX 78219

Attn: Michael Priolo

Email: mpriolo@dwcomm.com



Sales Quote

Page: 1

631 North Market Blvd, Suite N Sacramento, CA 95834
 Phone: 916-407-1888 Fax: 916-646-6656

Quote Number: 55356
 Document Date: 8/18/2025
 Terms: Net 30
 Payment Method:

Sell To: Lodi Police Department
 Laura Discala
 215 W Elm Street
 Lodi, CA 95241
 Phone: 209-333-6722

Ship To: Lodi Police Department
 Lt. Nelson
 215 W ELM ST
 LODI, CA 95240-2001
 Phone: 209-333-6722

Ship Via
 Tax Ident. Type Legal Entity

Customer ID 50888
 SalesPerson Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Detective SUV			
	Front End Equipment			
XONB	Whelen ION Series Super-LED Blue w/Smoked Lens PROMO	1	109.95	109.95
XONR	Whelen ION Series Super-LED Red w/Smoked Lens PROMO	1	109.95	109.95
SA315P	Whelen Siren Speaker 100W PROMO	1	199.99	199.99
SAK9	Whelen Speaker Bracket Universal Swivel	1	37.10	37.10
WXONC	Whelen, Wide Ion Light - White/Smoke Lens PROMO	2	109.95	219.90
I	Installation Charges	11.5	140.00	1,610.00
	Drivers Compartment Equipment			
SFIONR	Whelen, Spitfire - Red Drivers side rear view mirror (steady)	1	162.40	162.40
SFIONB	Whelen Spitfire - Blue Passenger side rear view mirror (flashing)	1	162.40	162.40
14.0553	Able 2, Triple Outlet Box	1	36.66	36.66
PKILLMAG	LEHR, Siren Park Kill Kill siren and white ionc lights	1	51.00	51.00
BETA112R	Whelen Beta Full Function Remote Siren	1	225.40	225.40
BETAMIC	Whelen Remote Mic for BETA112R	1	134.40	134.40
MMSU-1	Mag Mic Magnetic Mic Kit	2	39.95	79.90
I	Installation Charges	15	140.00	2,100.00



Sales Quote

Page: 2

631 North Market Blvd, Suite N Sacramento, CA 95834
 Phone: 916-407-1888 Fax: 916-646-6656

Quote Number: 55356
 Document Date: 8/18/2025
 Terms: Net 30
 Payment Method:

Sell To: Lodi Police Department
 Laura Discala
 215 W Elm Street
 Lodi, CA 95241
 Phone: 209-333-6722

Ship To: Lodi Police Department
 Lt. Nelson
 215 W ELM ST
 LODI, CA 95240-2001
 Phone: 209-333-6722

Ship Via
 Tax Ident. Type Legal Entity

Customer ID 50888
 SalesPerson Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Back End Equipment			
SFIONR	Whelen, Spitfire - Red	1	162.40	162.40
SFIONB	Whelen Spitfire - Blue	1	162.40	162.40
VTX609R	Whelen, Vertex Super-LED Omni Directional Lighthouse Red PROMO	1	83.95	83.95
VTX609B	Whelen Vertex Super-LED Omni Directional Lighthouse Blue PROMO	1	83.95	83.95
WH2	Medium Wire Harness	1	375.00	375.00
I	Installation Charges	5	140.00	700.00
F	Shipping Charges	1	65.00	65.00
INSTALL	Install Materials	1	168.00	168.00
	Customer Supplied Radio 2 Piece with antenna and cable			

Agency Approval

Name: _____

Auth. Signature: _____

Sub-Total 7,039.75
 Total Tax 575.41

Total: 7,615.16

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



CITY OF LODI

CITY MANAGER'S SPECIAL REQUEST

REQUEST TITLE: Purchase of Budgeted Replacement Vehicle

SUBMITTED BY: Police Chief / Police Fleet Supervisor

DATE: August 20, 2025

RECOMMENDED ACTION: That the City Manager authorize the purchase of one 2025 Chevrolet Traverse from Sanborn Chevrolet of Lodi, CA, in the amount of \$54,149.70, an additional \$4,997.95 for the purchase of a Harris Mobile Radio from Dailey-Wells Communications, Inc., and an additional \$7,615.16 for the installation of emergency and electronic equipment through Lehr Auto, CA, for the total price of **\$66,762.81**.

BACKGROUND INFORMATION: This vehicle purchase and disposition is taking the place of car 05-091, a 2015 Hyundai Sonata. This vehicle was budgeted for replacement and approved in the 2025/2026 fiscal year budget.

The 2015 Hyundai Sonata (05-91) is **10 years old** and has **102,479** miles as of 8/14/2025. The guidelines for replacement of this class of vehicle are 3-8 years / 80,000 miles. The total repair and maintenance costs on this vehicle to date are **\$17,547.24**, and it has an estimated value of \$2,000-\$4,000. After considering these factors, it is recommended that a replacement be purchased now.

APPROVED FUNDING SOURCE: Vehicle Replacement Fund

Submitted by: Sean Blandford 8-20-25
Sean Blandford Date
Police Fleet Coordinator

Matt Sinclair Date
Fleet Supervisor

Assistant City Manager -
Approval of Funding Source: Christina Jaromay _____
Interim Assistant City Manager Date

Account Number: 64399100.77040

APPROVED: _____ DATE _____
James Lindsay
City Manager



MEMORANDUM FOR PURCHASE/DISPOSITION OF VEHICLE

To: Fleet Superintendent
Assistant City Manager
City Manager
From: Lt. Sean Blandford, Police Fleet Coordinator
Date: August 20, 2025
Subject: Request for Approval to Purchase and Disposal Replacement of Surplus Vehicle # 05-091

Approval is requested to purchase the replacement for, and complete the disposition of, the following vehicle:

Year 2015 Make Hyundai Model Sonata Body Type Sedan
Current Assignment Dept. Police Division Support Services
City Vehicle No. 05-091 Lic. No. 7LWL855 VIN 5NPE24AF0FH023296
Current Odometer or Hour Meter Reading 102,479 Miles/Hours (circle one)
Replacement Guidelines for this Vehicle Service Years 3-8 Mileage/Hours 80,000
Additional Information

Estimated value (check one)
[] No value or junk [] <\$1,000 [x] \$1,000-\$3,000 [] Other: \$

Planned method of disposition (check one)
[] Intra-City Transfer
[] Sealed Bid [x] Off-site Auction [] Trade-in [] Dismantled, for Parts

(Wrecked vehicles estimated to have only junk value shall be removed from City property by the most economical means.)

Fund to be credited: Vehicle Replacement Fund 64300000.54391

Handwritten signature and date 8.20.25
Police Fleet Coordinator

Approved: Date:
Fleet Superintendent
Approved: Date:
Assistant City Manager
Approved: Date:
City Manager

Attachments for signature: [] Title [] Vehicle/Vessel Transfer Form [] Release of Liability
[] (Other)



CITY OF LODI, CA
VEHICLE REPAIR HISTORY REPORT

DATE 08/14/2025
TIME: 2:04 pm
ID: 1-32/RRV
PAGE 1

FACILITY: 00001

STARTING VMRS CODE: 000-000-000
ENDING VMRS CODE: 999-999-999

DATE: First
DATE: Last

VEHICLE: 05-091
VEHICLE: 05-091

METER: Standard Meter SUBTOTALS OF VMRS CODES FOR FACILITY > 00001

VMRS CODE	QUANTITY	LABOR HRS	LABOR COST	PARTS COST	TOTAL COST	PERCENT	TOT COST /METER
002	9	2.08	284.48	257.86	542.34	3.09%	0.0000
003	6	1.20	159.03	597.90	756.93	4.31%	0.0000
004	15	13.86	1,680.88	1,112.89	2,793.77	15.92%	0.0000
006	4	6.60	825.48	757.94	1,583.42	9.02%	0.0000
008	5	2.92	423.65	213.56	637.21	3.63%	0.0000
010	5	11.21	1,334.66	10.99	1,345.65	7.67%	0.0000
011	6	5.12	593.24	1,110.93	1,704.17	9.71%	0.0000
012	2	2.95	392.65	607.20	999.85	5.70%	0.0000
013	4	2.37	306.37	126.73	433.10	2.47%	0.0000
015	1	0.00	89.95	0.00	89.95	0.51%	0.0000
019	29	14.47	2,168.00	395.53	2,563.53	14.61%	0.0000
020	3	0.00	0.00	24.24	24.24	0.14%	0.0000
055	1	0.00	190.00	0.00	190.00	1.08%	0.0000
066	18	29.55	3,170.09	712.99	3,883.08	22.13%	0.0000
Total	108	92.33	11,618.48	5,928.76	17,547.24	100.00%	0.0000

PM COST: \$3,883.08
REPAIR COST: \$13,664.16
TOTAL REPAIRS: \$17,547.24
CURRENT MILEAGE: 102,479
YEAR: 2015



Invoice #: 258513

Invoice date: 08/15/2025

2025 Chevrolet Traverse

VIN: 3GNEVGRS0SJ258513

Total Due: \$54,149.70

Please see retail installment contract for itemization of fees and taxes

Please remit to:

Sanborn Chevrolet
1210 S. Cherokee Ln.
Lodi, CA 95240

SANBORN CHEVROLET, INC.

1210 South Cherokee Lane • Lodi, California 95240
(209) 334-5000 sanbornchevrolet.com

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) CITY OF LODI 215 W ELM ST LODI CA 95240 SAN JOAQUIN Cell: (916)487-4318 Email: card@calahiz@lodi.gov	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) SANBORN CHEVROLET, INC. 2210 S. CHEROKEE LANE LODI CA 95240 SAN JOAQUIN
---	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2025	CHEVROLET TRUCK TRAVERSE	5	1GNEVRS0S0J259613	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00%	\$ 0.00(e)	\$ 54149.70(e)	\$ 54149.70(e)	\$ 54149.70(e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A beginning
One final payment	\$ 54149.70	08/15/2025

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 49284.00 (A)
1. Cash Price Vehicle	\$ 49284.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable) Describe	\$ N/A
4. Other (Nontaxable) Describe	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to)	\$ N/A (D1)
2. (paid to)	\$ N/A (D2)
3. (paid to)	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to)	\$ N/A (E1)
2. (paid to)	\$ N/A (E2)
F. EV Charging Station (paid to)	\$ N/A (F)
G. Sales Tax (on taxable items in A through F)	\$ 4872.95 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to)	\$ 35.00 (H)
I. (Optional) Service Contract(s)	
1. (paid to)	\$ N/A (I1)
2. (paid to)	\$ N/A (I2)
3. (paid to)	\$ N/A (I3)
4. (paid to)	\$ N/A (I4)
5. (paid to)	\$ N/A (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to (see downpayment and trade-in calculation)	\$ N/A (J)
K. Prior Credit or Lease Balance (e) paid by Seller to (see downpayment and trade-in calculation)	\$ N/A (K)
L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver	\$ N/A (L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A (M)
N. Other paid to For	\$ N/A (N)
O. Other paid to For	\$ N/A (O)
Total Cash Price (A through O)	\$ 53476.95 (1)
2. Amounts Paid to Public Officials	
A. Vehicle License Fees	\$ 720.00 (A)
B. Registration/Transfer/Titling Fees	\$ 444.00 (B)
C. California Tire Fees	\$ 8.75 (C)
D. Other	\$ N/A (D)
Total Official Fees (A through D)	\$ 1272.75 (2)

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$	N/A Limits	\$ N/A Mos.
Property Damage \$	N/A Limits	\$ N/A Mos.
Medical	N/A	\$ N/A Mos.
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X
Co-Buyer X
Seller X SANBORN CHEVROLET, INC. BY

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER.

A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
Name of Agreement
I want to buy a debt cancellation agreement or GAP waiver.
Buyer Signs X

OPTIONAL SERVICE CONTRACT(S)

You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company	N/A	Term N/A Mos. or N/A Miles
I2 Company	N/A	Term N/A Mos. or N/A Miles
I3 Company	N/A	Term N/A Mos. or N/A Miles
I4 Company	N/A	Term N/A Mos. or N/A Miles
I5 Company	N/A	Term N/A Mos. or N/A Miles

Buyer X

Trade-In Vehicle(s)

1. Vehicle 1	Year N/A Make N/A Model N/A Odometer N/A VIN N/A
a. Agreed Value of Property	\$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	\$ N/A
c. Agreed Value of Property Being Traded-In (a-b)	\$ N/A
d. Prior Credit or Lease Balance	\$ N/A
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity)	\$ N/A
2. Vehicle 2	Year N/A Make N/A Model N/A Odometer N/A VIN N/A

Total Official Fees (A through D) \$ 672.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance) \$ N/A (3)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ N/A (4)

5. Subtotal (1 through 4) \$ 54149.70 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ N/A (A)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ N/A (B)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) \$ N/A (C)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ N/A (E)

F. Other \$ N/A (F)

G. Other \$ N/A (G)

H. Other \$ N/A (H)

I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ N/A (I)

Total Downpayment (C through I) \$ 0.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6) \$ 54149.70 (7)

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property Being Traded-In (1c+2c) \$ N/A*

Total Prior Credit or Lease Balance (1d+2d) \$ N/A*

Total Net Trade-In (1e+2e) \$ N/A*

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A Year N/A SELLER'S INITIALS N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X N/A

Co-Buyer Signs X N/A

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X N/A Co-Buyer Signature X N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X N/A Co-Buyer Signs X N/A

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X N/A Co-Buyer X N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X N/A X N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X N/A Co-Buyer Signature X N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X N/A Date 12/15/25 Co-Buyer Signature X N/A Date 12/15/25

Buyer Printed Name CITY OF LODI Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name CITY OF LODI Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____

DAILEY-WELLS COMMUNICATIONS, INC.

4880 E. Valley Blvd, Los Angeles, CA 90032
 To: **Mike Manetti Lodi Police Department**
 From: **Michael Priolo; (213) 810-6113**
 Date: **7/23/2025**



DAILEY-WELLS

Item	Part Number	XL-185M UHF Mobile	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
100	XT-MPS1M	MOBILE, XL-185M, SINGLE-BAND	1	\$ 3,815.00	30%	\$ 2,670.50	\$ 2,670.50
110	XT-PL4K	FEATURE, UHF BAND	1	\$ 0.01	100%	\$ -	\$ -
120	XT-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	1	\$ 80.00	30%	\$ -	\$ -
130	XT-AN8C	ANTENNA, ELEMENT, LOW PROF, 0DB, UHF-H	1	\$ 65.00	30%	\$ 45.50	\$ 45.50
140	XT-PL8Y	FEATURE, ENCRYPTION LITE	1	\$ 0.01	100%	\$ -	\$ -
130	XT-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	1	\$ 0.01	100%	\$ -	\$ -
140	XT-CP6A	CONTROL UNIT, XL-CH	1	\$ 1,850.00	30%	\$ 1,295.00	\$ 1,295.00
150	XT-MC6A	MICROPHONE, XL, STANDARD MOBILE	1	\$ 105.00	30%	\$ 770.00	\$ 73.50
160	XT-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	1	\$ 495.00	30%	\$ 346.50	\$ 346.50
170	XT-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	1	\$ 120.00	30%	\$ 84.00	\$ 84.00
180	XT-LS6A	SPEAKER, EXTERNAL, MOBILE	1	\$ 60.00	30%	\$ 42.00	\$ 42.00
SUBTOTAL:							\$ 4,557.00
Tax: 8.25%							\$ 375.95
SHIPPING:							\$ 65.00
TOTAL:							\$ 4,997.95

- Notes:
- (1) Price based off LA City Contract
 - (2) Tax may be waived with a valid tax exempt certificate
 - (3) Price does not include Installation and Programming
 - (4) Shipping is added to price

Please address Purchase Orders as follows:
 Dailey and Wells Communications, Inc.
 3440 E. Houston Street
 San Antonio, TX 78219
 Attn: Michael Priolo
 Email: mpriolo@dwcomm.com



Sales Quote

Page: 1

631 North Market Blvd, Suite N Sacramento, CA 95834
 Phone: 916-407-1888 Fax: 916-646-6656

Quote Number: 55356
 Document Date: 8/18/2025
 Terms: Net 30
 Payment Method:

Sell To: Lodi Police Department
 Laura Discala
 215 W Elm Street
 Lodi, CA 95241
 Phone: 209-333-6722

Ship To: Lodi Police Department
 Lt. Nelson
 215 W ELM ST
 LODI, CA 95240-2001
 Phone: 209-333-6722

Ship Via: Legal Entity
 Tax Ident. Type: Legal Entity
 Customer ID: 50888
 SalesPerson: Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Detective SUV			
	Front End Equipment			
XONB	Whelen ION Series Super-LED Blue w/Smoked Lens PROMO	1	109.95	109.95
XONR	Whelen ION Series Super-LED Red w/Smoked Lens PROMO	1	109.95	109.95
SA315P	Whelen Siren Speaker 100W PROMO	1	199.99	199.99
SAK9	Whelen Speaker Bracket Universal Swivel	1	37.10	37.10
WXONC	Whelen, Wide Ion Light - White/Smoke Lens PROMO	2	109.95	219.90
I	Installation Charges	11.5	140.00	1,610.00
	Drivers Compartment Equipment			
SFIONR	Whelen, Spitfire - Red Drivers side rear view mirror (steady)	1	162.40	162.40
SFIONB	Whelen Spitfire - Blue Passenger side rear view mirror (flashing)	1	162.40	162.40
14.0553	Able 2, Triple Outlet Box	1	36.66	36.66
PKILLMAG	LEHR, Siren Park Kill Kill siren and white ionc lights	1	51.00	51.00
BETA112R	Whelen Beta Full Function Remote Siren	1	225.40	225.40
BETAMIC	Whelen Remote Mic for BETA112R	1	134.40	134.40
MMSU-1	Mag Mic Magnetic Mic Kit	2	39.95	79.90
I	Installation Charges	15	140.00	2,100.00



Sales Quote

Page: 2

631 North Market Blvd, Suite N Sacramento, CA 95834
 Phone: 916-407-1888 Fax: 916-646-6656

Quote Number: 55356
 Document Date: 8/18/2025
 Terms: Net 30
 Payment Method:

Sell Lodi Police Department
 To: Laura Discala
 215 W Elm Street
 Lodi, CA 95241
 Phone: 209-333-6722

Ship Lodi Police Department
 To: Lt. Nelson
 215 W ELM ST
 LODI, CA 95240-2001
 Phone: 209-333-6722

Ship Via
 Tax Ident. Type Legal Entity

Customer ID 50888
 SalesPerson Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Back End Equipment			
SFIONR	Whelen, Spitfire - Red	1	162.40	162.40
SFIONB	Whelen Spitfire - Blue	1	162.40	162.40
VTX609R	Whelen, Vertex Super-LED Omni Directional Lighthouse Red PROMO	1	83.95	83.95
VTX609B	Whelen Vertex Super-LED Omni Directional Lighthouse Blue PROMO	1	83.95	83.95
WH2	Medium Wire Harness	1	375.00	375.00
I	Installation Charges	5	140.00	700.00
F	Shipping Charges	1	65.00	65.00
INSTALL	Install Materials	1	168.00	168.00
	Customer Supplied Radio 2 Piece with antenna and cable			

Agency Approval

Name: _____

Auth. Signature: _____

Sub-Total 7,039.75
 Total Tax 575.41

Total: 7,615.16

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



CITY OF LODI

CITY MANAGER'S SPECIAL REQUEST

REQUEST TITLE: Purchase of Budgeted Replacement Vehicle

SUBMITTED BY: Police Chief / Police Fleet Supervisor

DATE: February 25, 2026

RECOMMENDED ACTION: That the City Manager authorize the purchase of one 2026 Honda Accord from Lodi Honda of Lodi, CA, in the amount of \$40,504.23 and an additional \$7,615.16 for the installation of emergency and electronic equipment through Lehr Auto, CA, for the total price of **\$48,119.39**.

BACKGROUND INFORMATION: This vehicle purchase and disposition is taking the place of car 05-076-16, a 2016 Chrysler Town and Country. This replacement was budgeted for and approved for replacement in the 2025/2026 fiscal year budget.

The 2016 Chrysler Town and Country (05-076-16) is **10 years old** and has 79,496 miles as of 8/14/2025. The guidelines for replacement of this class of vehicle are 3-8 years / 80,000 miles. The total repair and maintenance costs on this vehicle to date are **\$33,694.33**, and it has an estimated value of \$3,000-\$5,000. After considering these factors, it is recommended that a replacement be purchased now.

APPROVED FUNDING SOURCE: Vehicle Replacement Fund

Submitted by:

Sean Blandford
Police Fleet Coordinator

03-03-26

Date

Matt Sinclair
Fleet Supervisor

Date

Assistant City Manager -
Approval of Funding Source:

Christina Jaromay
Interim Assistant City Manager

Date

Account Number: 64399100.77040

APPROVED: _____ DATE _____

Aaron Busch
City Manager



MEMORANDUM FOR PURCHASE/DISPOSITION OF VEHICLE

To: Fleet Superintendent
Assistant City Manager
City Manager

From: Lt. Sean Blandford, Police Fleet Coordinator

Date: February 25, 2026

Subject: Request for Approval to Purchase and Disposal Replacement of Surplus Vehicle # 05-076-16

Approval is requested to purchase the replacement for, and complete the disposition of, the following vehicle:

Year 2016 **Make** Chrysler **Model** Town and Country **Body Type** Van

Current Assignment Dept. Police **Division** Support Services

City Vehicle No. 05-076-16 **Lic. No.** 7WUB033 **VIN** 2C4RC1BG4GR230462

Current Odometer or Hour Meter Reading 79,496 **Miles/Hours** (circle one)

Replacement Guidelines for this Vehicle Service Years 3-8 Mileage/Hours 80,000

Additional Information _____

Estimated value (check one)

No value or junk <\$1,000 \$1,000-\$3,000 Other: \$ 3000-\$5000

Planned method of disposition (check one)

Intra-City Transfer
 Sealed Bid Off-site Auction Trade-in Dismantled, for Parts

(Wrecked vehicles estimated to have only junk value shall be removed from City property by the most economical means.)

Fund to be credited: Vehicle Replacement Fund 64300000.54391

Police Fleet Coordinator

Approved: _____ Date: _____
Fleet Superintendent

Approved: _____ Date: _____
Assistant City Manager

Approved: _____ Date: _____
City Manager

Attachments for signature: Title Vehicle/Vessel Transfer Form Release of Liability
 (Other) _____



CITY OF LODI, CA
VEHICLE REPAIR HISTORY REPORT

DATE 08/14/2025
TIME: 12:35 pm
ID: 1-32/RRV
PAGE 1

FACILITY: 00001

STARTING VMRS CODE: 000-000-000
ENDING VMRS CODE: 999-999-999

DATE: First
DATE: Last

VEHICLE: 5-076-16
VEHICLE: 5-076-16

METER: Standard Meter SUBTOTALS OF VMRS CODES FOR FACILITY > 00001

VMRS CODE	QUANTITY	LABOR HRS	LABOR COST	PARTS COST	TOTAL COST	PERCENT	TOT COST /METER
002	3	0.62	358.52	933.70	1,292.22	3.84%	0.2981
003	1	0.00	0.00	690.14	690.14	2.05%	0.1592
004	4	0.82	81.80	371.32	453.12	1.34%	0.1045
006	1	2.50	234.63	295.59	530.22	1.57%	0.1223
007	2	1.03	3,223.96	5,828.20	9,052.16	26.87%	2.0882
008	2	2.32	78.59	0.00	78.59	0.23%	0.0181
010	7	42.95	5,632.26	7,089.57	12,721.83	37.76%	2.9347
011	2	1.33	139.67	482.99	622.66	1.85%	0.1436
013	2	2.86	285.28	45.80	331.08	0.98%	0.0764
014	1	2.70	359.37	0.00	359.37	1.07%	0.0829
019	27	7.93	973.40	976.14	1,949.54	5.79%	0.4497
021	1	1.72	276.20	0.00	276.20	0.82%	0.0637
066	18	42.52	4,314.43	1,022.77	5,337.20	15.84%	1.2312
Total	71	109.30	15,958.11	17,736.22	33,694.33	100.00%	7.7726

PM COST: \$5,337.20
REPAIR COST: \$ 28,357.13
TOTAL REPAIRS: \$33,694.33
CURRENT MILEAGE: 79,496
YEAR: 2016

FOR INTERNAL USE ONLY

CUSTOMER		Home Phone :
Address :		Work Phone :
E-Mail :	Cell Phone :	

VEHICLE			
Stock # : 36418	New / Used : New	VIN : 1HGCY2F67TA010442	Mileage: 10
Vehicle : 2026 Honda Accord Hybrid		Color : Platinum White	
Type : EX-L 4dr Sedan		CY2F6TJNW	

Market Value Selling Price	36,745.00
Tax, Title & Fees	3,759.23
Total Purchase	40,504.23
Cash Deposit	.00
Balance	40,504.23



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Ship Via
 Tax Ident. Type Legal Entity

Customer ID 50888
 SalesPerson Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Detective SUV			
	Front End Equipment			
XONB	Whelen ION Series Super-LED Blue w/Smoked Lens PROMO	1	109.95	109.95
XONR	Whelen ION Series Super-LED Red w/Smoked Lens PROMO	1	109.95	109.95
SA315P	Whelen Siren Speaker 100W PROMO	1	199.99	199.99
SAK9	Whelen Speaker Bracket Universal Swivel	1	37.10	37.10
WXONC	Whelen, Wide Ion Light - White/Smoke Lens PROMO	2	109.95	219.90
I	Installation Charges	11.5	140.00	1,610.00
	Drivers Compartment Equipment			
SFIONR	Whelen, Spitfire - Red Drivers side rear view mirror (steady)	1	162.40	162.40
SFIONB	Whelen Spitfire - Blue Passenger side rear view mirror (flashing)	1	162.40	162.40
14.0553	Able 2, Triple Outlet Box	1	36.66	36.66
PKILLMAG	LEHR, Siren Park Kill Kill siren and white ionc lights	1	51.00	51.00
BETA112R	Whelen Beta Full Function Remote Siren	1	225.40	225.40
BETAMIC	Whelen Remote Mic for BETA112R	1	134.40	134.40
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INSTALL	Install Materials	1	168.00	168.00
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Agency Approval

Name: _____

Auth. Signature: _____

Sub-Total 7,039.75
Total Tax 575.41

Total: 7,615.16

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RESOLUTION NO. 2026-_____

A RESOLUTION OF THE LODI CITY COUNCIL RATIFYING THE CITY MANAGER’S APPROVAL OF THREE REPLACEMENT VEHICLES FROM SANBORN CHEVROLET INC AND APPROVING THE PURCHASE OF ONE REPLACEMENT VEHICLE FROM LODI MOTORS, INC DBA LODI HONDA, EMERGENCY EQUIPMENT INSTALLATION FROM LEHR UPFITTERS OPCO LLC, AND RADIO EQUIPMENT FROM DAILEY-WELLS COMMUNICATIONS, INC IN THE AMOUNT OF \$212,804.46

=====

WHEREAS, on June 4th, 2025, Council approved the 2025/26 fiscal year budget; and

WHEREAS, the Police Department requested the replacement of four unmarked Vehicles in accordance with the fleet replacement policy; and

WHEREAS, Staff requests the ratification of the replacement of three unmarked vehicles from Sanborn Chevrolet Inc in the amount of \$126,845.74, and the authorization of the replacement of one from Lodi Motors Inc, dba Lodi Honda in the amount of \$40,504.23, plus an additional \$30,460.64 for vehicle upfitting from Lehr Upfitters, and \$14,993.85 for vehicle radios from Dailey-Wells Communications, Inc, for a total cost of \$212,804.46.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby ratify the purchase of three vehicles from Sanborn Chevrolet, Inc. in the amount of \$126,845.74, and authorize the purchase of one vehicle from Lodi Motors, Inc. dba Lodi Honda in the amount of \$40,504.23, plus an additional \$30,460.64 for vehicle upfitting from Lehr Upfitters, and \$14,993.85 for vehicle radios from Dailey-Wells Communications, Inc, for a total cost of \$212,804.46.

Dated: April 1, 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 April 1, 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 Professional Services Agreement with EagleShield Pest Control, Inc., for Squirrel Abatement and Maintenance Program at White Slough Water Pollution Control Facility (\$229,827) (PW)

MEETING DATE:

April 1, 2026

PREPARED BY:

Interim Public Works Director

RECOMMENDED ACTION:

Adopt a Resolution Authorizing the Interim City Manager to Execute a Professional Services Agreement with EagleShield Pest Control, Inc., for Squirrel Abatement and Maintenance Program at White Slough Water Pollution Control Facility (\$229,827).

BACKGROUND INFORMATION:

The White Slough Water Pollution Control Facility (WSWPCF) is located on 1,040 acres, of which 880 acres consist of agricultural lands. The agricultural land is irrigated by approximately 15 miles of earthen irrigation ditches delivering reclaimed wastewater to corn, alfalfa, wheat, and rye fodder crops.

Because of the agricultural setting, WSWPCF encounters ongoing problems with rodent activity within the pond levees and irrigation ditches. The burrowing and tunneling systems created by the rodents weaken the levees and ditches causing leaks and instability, crop loss, and possible spills to the waterways. Without constant abatement, the rodent population grows uncontrollably.

On January 12, 2026 a request for proposals was published. The scope of work included a three year term, with services be provided monthly (at a minimum). The City received six proposals on February 2, 2026. The proposal were reviewed by staff for completeness, and were ranked based on their applicable experience and the proposed cost. Three proposals were deemed non-responsive for altering the bid form and/or not including the required documents. All of the remaining companies were determined to have applicable / comparable experience, and EagleShield Pest Control, Inc. had the lowest cost at \$76,609 per year. Being that this is a 3-year agreement, staff is recommending the award for the not-to-exceed amount of \$229,827.

FISCAL IMPACT:

The City's irrigation conveyance systems and pond levee systems are critical elements in the wastewater treatment process. Maintaining sound levees and ditches reduces the probability for ditch and levee failures, which could result in substantial repair costs and potential violations from the State Water Resources Control Board. This contract does not impact the General Fund.

FUNDING AVAILABLE:

Wastewater Operations (53053003.72450) - \$229,827

COUNCIL COMMUNICATION

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2026, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and EAGLESHIELD PEST CONTROL, INC., a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Squirrel Abatement and Maintenance Program at White Slough Water Pollution Control Facility (hereinafter "Project") as set forth in the Scope of Services attached as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time for Commencement and Completion of Work

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

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

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

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on April 1, 2026 and terminates upon the completion of the Scope of Services or on March 31, 2029, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional two (2) one (1) year extensions; provided, City gives Contractor no less than thirty (30) days

written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) year(s).

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

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

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

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

Section 3.6 (AB 626) Public Contract Code Section 9204 – Public Works Project Contract Dispute Resolution Procedure

Section 9204 of the California Public Contract Code (the “Code”) provides a claim resolution process for “Public Works Project” contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

Definitions:

“Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.

(B) Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

“Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Claim Resolution Process:

(1) All Claims must be properly submitted pursuant to the Code and include reasonable documentation supporting the Claim. Upon receipt of a Claim, the City will conduct a reasonable review, and within a period not to exceed 45 days, will provide the claimant a written statement identifying the disputed and undisputed portions of the Claim. The City and contractor may, by mutual agreement, extend the time periods in which to review and respond to a Claim. If the City fails to issue a written statement, paragraph (3) applies.

Any payment due on a portion of the Claim deemed not in dispute by the City will be processed and made within 60 days after the City issues its written statement.

(2) If the claimant disputes the City’s response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to

meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

(3) A Claim that is not responded to within the time requirements set forth in the Code is deemed rejected in its entirety. A Claim that is denied by reason of such failure does not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by the Code will bear interest at 7 percent per annum.

(5) Subcontractors or lower tier subcontractors that lack legal standing or privity of contract to assert a Claim directly against the City, may request in writing, on their behalf or the behalf of a lower tier subcontractor, that the contractor present a Claim to the City for work performed by the subcontractor or lower tier subcontractor. The request shall be accompanied by reasonable documentation to support the Claim. Within 45 days of receipt of such written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the Claim to the City and, if the original contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

The Claim resolution procedures and timelines set forth in the Code are in addition to any other change order, claim, and dispute resolution procedures and requirements set forth in the City contract documents, to the extent that they are not in conflict with the timeframes and procedures the Code.

Section 3.7 Auditing

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

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

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain

independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

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

To CONTRACTOR: Eagleshield Pest Control, Inc.
2974 Phillip Avenue
Clovis, CA 93612
Attn: Brent Kendrick

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which

have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

Section 4.22 Counterparts and Electronic Signatures

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

//

//

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

ATTEST:

CITY OF LODI, a municipal corporation

OLIVIA NASHED
City Clerk

AARON M. BUSCH
Interim City Manager

APPROVED AS TO FORM:

EAGLESHIELD PEST CONTROL, INC.
a California corporation

By: _____
KATIE O. LUCCHESI 
City Attorney

By: _____
Name: BRENT KENDRICK
Title: Chief Financial Officer

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

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

Doc ID:

CA: Rev.01.2026-LT (CA Formatted)

SCOPE OF SERVICES

The following list of tasks are to be completed by the consultant:

Task 1. Initial Assessment. Inspect all ditch banks, levees, berms, roadways and agricultural parcels. Document burrow activity, density, hazards and environmental constraints. Submit a written assessment and recommended treatment strategy.

Task 2. Ongoing Maintenance. Perform ongoing weekly (or City directed) maintenance treatments. Reinspect past treatment areas, re-treat active burrows and close treated burrows. Monitor site conditions and report high activity locations.

Task 3. Reporting. Maintain a service log for each visit that include:

- Date and time
- Activity areas
- Burrows treated
- Methods used
- Observations/issues

Provide monthly summary reports and an annual evaluation of treatment effectiveness regarding each zone (1-7).

For sensitive areas no deep soil penetration or mechanical disturbance over the gas line corridor. Use only approved methods within waters of the State and reclaimed irrigation ditches. Protect levee and berm structural integrity at all times.



EXHIBIT C

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

Insurance Requirements for Most Contracts (Not construction or requiring professional liability)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

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

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

- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING INTERIM CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH EAGLESHIELD PEST CONTROL, INC., FOR SQUIRREL ABATEMENT AND MAINTENANCE PROGRAM AT WHITE SLOUGH WATER POLLUTION CONTROL FACILITY (\$229,827)

WHEREAS, The White Slough Water Pollution Control Facility (WSWPCF) is located on 1,040 acres, of which 880 acres consist of agricultural lands, which is irrigated by approximately 15 miles of earthen irrigation ditches delivering reclaimed wastewater to corn, alfalfa, wheat, and rye fodder crops; and

WHEREAS, due to the agricultural setting, WSWPCF encounters ongoing problems with rodent activity within the pond levees and irrigation ditches because the burrowing and tunneling systems created by the rodents weaken the levees and ditches causing leaks and instability, crop loss, and possible spills to the waterways; and

WHEREAS, the scope of work includes rodent abatement service at least monthly over the contract term of three years, with a not-to-exceed amount of \$229,827; and

WHEREAS, a request for proposals was issued on January 12, 2026 and the City received six proposals on February 2, 2026, which were reviewed on the basis of completeness, applicability of similar previous work and proposed contract cost; and

WHEREAS, Staff recommends that the City Council authorize the Interim City Manager to execute the Professional Services Agreement with EagleShield Pest Control, Inc., for squirrel abatement and maintenance program at White Slough Water Pollution Control Facility, in the amount of \$229,827.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager to execute the Professional Services Agreement with EagleShield Pest Control, Inc., for squirrel abatement and maintenance program at White Slough Water Pollution Control Facility, in the amount of \$229,827; and

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

Dated: April 1, 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 April 1, 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 Approving the Allocation of Public Benefit Funds of \$3,500 from District 4 Non-Profit Funds to Unidos Progresando - Progressing Together (Total \$3,500) (CLK)

MEETING DATE:

April 1, 2026

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Consider Adopting a Resolution Approving the Allocation of Public Benefit Funds of \$3,500 from District 4 Non-Profit Funds to Unidos Progresando - Progressing Together.

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.

Unidos Progresando - Progressing Together has submitted a Proposal Letter (Attachment 2). Mayor Yopez has reviewed the merits and needs of the proposed projects or activities and desires to allocate \$3,500 to Unidos Progresando - Progressing Together from the District 4 Non-Profit Funds.

UNIDOS PROGRESANDO - PROGRESSING TOGETHER

Unidos Progresando - Progressing Together is a non-profit that believes in community building beyond the performative. Volunteers work to provide holiday meals to families, distribute warm coats to 43 fieldworkers, offer bi-weekly English as a Second Language (ESL) classes, citizenship test preparation classes, and supply a monthly food pantry for food-insecure Lodi residents.

FISCAL IMPACT:

There is a fiscal impact of \$3,500 to the City Council Non-Profit Fund for District 4.

FUNDING AVAILABLE:

Council Non-Profit Fund District 4 - 10005001.72614

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 agendaize 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.



March 20, 2026

The Honorable Mayor Yopez
City of Lodi
221 W. Pine Street
Lodi, CA 95240

2912 Fernwood Dr
Lodi, CA 95242

Dear Mayor Yopez,

Bertha A Castro
President

Monica Valenzuela
Vice President

Janet Vargas
Secretary

Julie Jensen
Treasurer

Wende Berry

Bulmaro Maldonado

Samuel Mendoza

Alma Vicenty

Yina Yopez

Thank you for providing Unidos Progresando - Progressing Together the opportunity to apply for a grant from the Non-Profit City Council Fund. Our non-profit (EIN# 39-4086496) believes in **community building beyond the performative**. Working as volunteers, our members provided holiday meals to more than fifty underserved families, distributed warm coats to 43 fieldworkers, offers bi-weekly English as a Second Language (ESL) and Citizenship test preparation classes, and supplies a monthly food pantry for food-insecure Lodi residents. In addition, we refer clients to immigration assistance and expanded MediCal services.

We are currently seeking to expand and enhance our ESL and Citizenship classes. Any funds received will be used to extend classes, providing more Lodi residents with the necessary skills to **live productive, healthy lives, in safety**. We recognize that the ability to effectively communicate is a crucial step towards becoming a **fully contributing member of society**. Many of our students have been able to secure employment and housing with fluency learned in our classes. Several are actively preparing to take the citizenship test, and we've already celebrated successes. These two steps, fluency and attaining citizenship, have the **potential power to lift generations out of poverty**.

The demand for our **low barrier, free classes** is readily apparent. What started as one weekly class last year has since doubled. We would like to be able to provide our students with binders and basic supplies, items they cannot afford. As well, our classes would be greatly enhanced if we had a couple of laptop computers and a large screen on which to project lesson materials. All of these would greatly help us expand our classes and our reach. We could do so much more, and reach so many more, with your grant's financial support.

Sincerely,

Bertha Alicia Castro
Board President



2912 fernwood Dr
Lodi, CA 95242

Bertha A Castro
President

Monica Valenzuela
Vice President

Janet Vargas
Secretary

Julie Jensen
Treasurer

Wende Berry

Bulmaro Maldonado

Samuel Mendoza

Alma Vicenty

Yina Yopez

Itemized Project Budget

Unidos Progresando – Requested Funding: \$3,500.00

1. Technology: \$2,400 (3/4 laptop computers for student testing, training, and digital literacy and a large screen for projecting lessons)
2. Community Field Trip Fund: \$200 (Two walking field trips patronizing downtown business/practical English practice)
3. Student Resource Kits (50): \$300 (Heavy-duty binders, notebooks, totes, and writing tools for the entire year)
4. Security & Storage Cabinet: \$200 (Locking steel cabinet to protect laptops and confidential student records)
5. Classroom Instruction Tools: \$200 (Large mobile magnetic whiteboard)
6. Instructional Supplies: \$200 (Copy paper, printer ink, dry erase markers, etc.)

TOTAL REQUESTED: \$3,500

Note: Unidos Progresando is 100% volunteer-run. Every dollar requested goes directly toward student resources and community impact.





RESOLUTION NO. 2026-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE AWARD OF PUBLIC BENEFIT FUNDS OF \$3,500 FROM THE DISTRICT 4 NON-PROFIT FUND TO UNIDOS PROGRESANDO – PROGRESSING TOGETHER (TOTAL \$3,500)

=====

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, Unidos Progresando – Progressing Together 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, Mayor Yopez reviewed the merits and needs of Unidos Progresando – Progressing Together’s proposed projects or activities in the Proposal and desires to allocate public benefit funds to Unidos Progresando – Progressing Together from the District 4 Non-Profit Funds, in the amount of \$3,500.

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

1. Find that the mission and goals of Unidos Progresando – Progressing Together 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 \$3,500 from District 4 Non-Profit Funds to Unidos Progresando – Progressing Together, subject to compliance with the Policy.
3. Direct Unidos Progresando – Progressing Together 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: April 1, 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 April 1, 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 Approving the Allocation of Public Benefit Funds of \$5,000 from District 5 Non-Profit Funds to Beckman Elementary School (Total \$5,000) (CLK)

MEETING DATE:

April 1, 2026

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Consider adopting a resolution approving the allocation of public benefit funds of \$5,000 from District 5 Non-Profit Funds to Beckman Elementary School.

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.

Beckman Elementary School has submitted a Proposal Letter (Attachment 2). Mayor Pro Tempore Hothi has reviewed the merits and needs of the proposed projects or activities and desires to donate \$5,000 to Beckman Elementary School from the District 5 Non-Profit Funds.

BECKMAN ELEMENTARY SCHOOL

Located in District 5 of Lodi, California, Beckman Elementary School strives to have all children reach their potential in an environment that is safe, inspiring, and respectful of diverse cultural backgrounds and economic needs.

FISCAL IMPACT:

There is a fiscal impact of \$5,000 to the City Council Non-Profit Fund for District 5.

FUNDING AVAILABLE:

Council Non-Profit Fund District 5 - 10005001.72615

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 agendaize 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.

Dear Mayor Pro Tempore Hothi,

On behalf of Beckman Elementary School in Lodi, this proposal is to request nonprofit funding in the amount of \$5,000 to support a targeted educational program that will benefit the students and broader community.

Complete Address of the Organization

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

Beckman Elementary School
2201 Scarborough Dr,
Lodi, CA 95240

Contact

Gina Azevedo, Principal
(209) 331-7410
gazevedo@lodiUSD.net

Description of Organization

Beckman Elementary School is a public elementary school serving a diverse population of students in the Lodi community. The school is committed to providing a safe, inclusive, and academically enriching environment where all students can thrive and reach their full potential.

Mission Statement

The Lodi Unified School District will provide the best education for all students to be successful in life.

Federal Tax Status

Beckman Elementary School operates under the Lodi Unified School District, which is recognized as a public educational institution. Associated nonprofit partners and school foundations may operate under 501(c)(3) status where applicable.

List of Current Board Members and Officers

Beckman Elementary School is governed by the Lodi Unified School District Board of Education.

- Ms. Sherry Alexander, Board President (Trustee Area 3)
- Mrs. Susan Macfarlane, Board Vice President (Trustee Area 1)
- Mrs. Victoria Lenderman, Board Clerk (Trustee Area 2)
- Dr. Rommel Bal, Board Member (Trustee Area 6)
- Mr. Joe Nava, Board Member (Trustee Area 7)
- Mr. Courtney Porter, Board Member (Trustee Area 4)
- Mr. Jeff Stroh, Board Member (Trustee Area 5)

Project/Program Description

The requested funding will support the implementation of an enhanced student enrichment programs focused on government education and promoting civic involvement, including organizing field trips, purchasing materials and equipment and engaging community officials to speak at special school events. This program aligns with the City Council's Strategic Vision by promoting educational equity, strengthening youth development, and fostering community engagement. It directly supports goals related to improving quality of life and expanding access to educational resources for all students.

Funding Amount and Financial Plan

An allocation of \$5,000 will complement existing school and district resources, as well as contributions from parent organizations and community partners, ensuring sustainable and impactful programs.

Objectives for the Requested Funding

- Provide diverse opportunities in learning and engaging in government-related activities
- Improve student literacy and comprehension skills
- Increase access to technology-enhanced learning tools
- Encourage student engagement and participation in educational activities

Performance Indicators / Measurement of Success

- Increased student participation in civic and community activities
- Demonstrated growth in student engagement and confidence
- Measurable improvement in reading assessment scores

Communities That Will Benefit

The primary beneficiaries of this program are the students of Beckman Elementary School. Additionally, families and the broader Lodi community will benefit from stronger educational outcomes and increased student success.

Thank you for your consideration of this request.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE AWARD OF PUBLIC BENEFIT FUNDS OF \$5,000 FROM THE DISTRICT 5 NON-PROFIT FUND TO BECKMAN ELEMENTARY SCHOOL (TOTAL \$5,000)

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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, a Proposal Letter was submitted on behalf of Beckman Elementary School as shown in Attachment 2 (“Proposal”), which has been reviewed by the City Clerk and found in compliance within the Policy guidelines; and

WHEREAS, Mayor Pro Tempore Hothi reviewed the merits and needs of Beckman Elementary School’s proposed projects or activities in the Proposal and desires to allocate public benefit funds to Beckman Elementary School from the District 5 Non-Profit Funds, in the amount of \$5,000.

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

1. Find that the mission and goals of Beckman Elementary School 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 \$5,000 from District 5 Non-Profit Funds to Beckman Elementary School, subject to compliance with the Policy.
3. Direct the Beckman Elementary School 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: April 1, 2026

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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 April 1, 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:
Appoint Christopher Anderson to the Library Board of Trustees (CLK)

MEETING DATE:
April 1, 2026

PREPARED BY:
Olivia Nashed, City Clerk

RECOMMENDED ACTION:
Appoint Christopher Anderson to the Library Board of Trustees.

BACKGROUND INFORMATION:
The City Council directed the City Clerk to post for Library Board of Trustees vacancies on January 7, 2026.

The Mayor reviewed the applications, conducted interviews, and recommends the City Council concur with the appointments as detailed below.

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

APPOINTMENTS:
Library Board of Trustees
Christopher Anderson Term to expire July 1, 2027

FISCAL IMPACT:
Not applicable.

FUNDING AVAILABLE:
Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Appointing John Luebberke as Interim City Attorney and Approving the Corresponding Legal Services Agreement with Law Firm Herum Crabtree Suntag (CA)

MEETING DATE:

April 1, 2026

PREPARED BY:

City Attorney's Office

RECOMMENDED ACTION:

Adopt a Resolution appointing John Luebberke as Interim City Attorney, and approving the corresponding Legal Services Agreement with law firm Herum Crabtree Suntag.

BACKGROUND INFORMATION:

On March 9, 2026, Katie Lucchesi notified the City Council of her resignation from her role as City Attorney with the City of Lodi. In preparation for the upcoming vacancy, Council will need to appoint an Interim City Attorney to fill the role while the City undertakes the recruitment process to hire a permanent replacement for the City Attorney position.

On March 18, 2026, City Council considered multiple candidates for the Interim City Attorney position and interviews were then held with the top candidates at a Special Council Meeting on March 26, 2026. Following those interviews, the City Council selected John Luebberke with the law firm Herum Crabtree Suntag as the preferred candidate and directed staff to finalize negotiations of agreement terms for final Council consideration and approval in open session.

Staff followed Council's direction and negotiated the final terms with Mr. Luebberke and then received the Legal Services Agreement for this appointment from law firm Herum Crabtree Suntag as shown in Attachment 1.

Therefore, staff recommends Council adopt a resolution appointing John Luebberke from Herum Crabtree as the Interim City Attorney effective upon expiration of City Attorney Katie Lucchesi's employment with the City of Lodi, and approving the Legal Services agreement with Herum Crabtree included as Attachment 1 to compensate Mr. Luebberke's firm for his service in this role.

FISCAL IMPACT:

Not Applicable.

FUNDING AVAILABLE:

Funding for the legal fees for the Interim City Attorney are available from salary savings in City Attorney's Budget.

Steve A. Herum
sherum@herumcrabtree.com

March 27, 2026

BY ELECTRONIC-MAIL

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

Re: Legal Services Agreement

Dear Ms. Lucchesi:

We are pleased that you have engaged Herum\Crabtree\Suntag to represent you. As required by the California Rules of Professional Conduct (the "Rules"), this letter confirms the terms under which our firm will undertake to represent the City of Lodi as Interim City Attorney, and such other matters as you may from time to time direct. Our firm shall provide those legal services reasonably required to represent you.

Our fees will be based on the reasonable value of our services as determined in accordance with American Bar Association guidelines and Rules. Our fees will be based primarily on the billing rates charged by each attorney, which currently range from \$325 per hour for junior associates to \$600 per hour for most senior partners. For this engagement John M. Luebberke's time is billed at \$385 per hour. These billing rates are subject to periodic adjustment by the firm but will not be increased without prior notice to you. John M. Luebberke will be the person responsible for this engagement, in an effort to reduce legal fees, various portions of your work may be delegated to other firm attorneys and we may also utilize paralegal personnel. Time devoted by paralegals to client matters is charged at billing rates presently at \$125 per hour, which also are adjusted from time-to-time. In accordance with the Rules, we may take other factors into account in determining our fees. Those factors include the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to the client and any unforeseen circumstances arising in the course of our engagement.

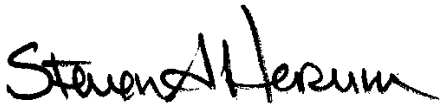
Please review the enclosed statement entitled General Engagement Provisions. The General Engagement Provisions set forth additional terms which apply to engagement of our services. All of the General Engagement Provisions are incorporated in our engagement agreement to the extent they are not inconsistent with this letter.

We maintain errors and omissions insurance coverage applicable to the services to be rendered in this engagement.

If the foregoing and the General Engagement Provisions correctly reflect your understanding of the terms of our representation, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below and initial the bottom of the General Engagement Provisions in the space provided. Please immediately return the original of both documents to our office and keep a copy for your records.

Again, we are pleased to have this opportunity to be of service and to work with you.

Very truly yours,



STEVEN HERUM
Attorney-at-law
SAH:sb

AGREED AND ACCEPTED this _____ day of _____, 2026.

By: _____
(Signature)

Approved as to form:

KATIE O. LUCCHESI, City Attorney
KL

Attachment 2



2026 BILLING RATES

John M. Luebberke	\$385
Liliana Selke	\$350

In addition to fees, we will charge clients for costs and expenses we incur in performing our services, including, without limitation, expenses for messenger and delivery services, computerized research, travel, large copying jobs, and court costs and filing fees. Rather than itemizing minor expenses, the firm includes a “communication fee” of 2% of its monthly fees (exclusive of costs and expenses) to cover telephone, long distance, fax, email, routine copying and electronic research. A copy of the firm’s standard legal services agreement is included.

HERUM \ CRABTREE \ SUNTAG
A California Professional Corporation
("Attorney")
General Engagement Provisions

Unless otherwise stated in the accompanying Engagement Letter, the following provisions apply to our engagement:

1. **FEES.** Our fees are based on the reasonable value of services (determined in accordance with American Bar Association guidelines and the California Rules of Professional Conduct) and will be based primarily on our hourly billing rates. Each attorney and paralegal has a different billing rate depending primarily on that person's experience and years of practice, and these rates are adjusted from time-to-time. Clients generally will be charged for all time spent on Client matters including, without limitation, telephone and office conferences with clients, counsel, witnesses, consultants, court personnel and others, conferences with other lawyers, factual investigation, legal research, drafting of letters, pleadings, briefs and other documents, travel time, case analysis, and all time spent in court and in depositions and other discovery proceedings. Other factors may also be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, emergencies arising from the engagement, the benefit resulting to the Client and any unforeseen circumstances arising in the course of our engagement.
2. **COSTS AND EXPENSES.** In addition to fees, we will charge Client for all costs and expenses we incur in performing our services, including, without limitation, expenses for photocopying, messenger and delivery services, filing services, computerized research, videotape recording, travel (including mileage, parking, business class airfare, lodging, meals, tips and ground transportation), long distance telephone, telecopying, fax, word processing, and all court costs and filing fees. Fees and expenses of others (such as experts, investigators, witnesses, consultants and court reporters), will not be paid by our firm, but rather will be the responsibility of, and billed directly to, the Client unless we mutually agree otherwise, in writing, prior to engaging such persons. Client agrees to pay such fees and expenses of others promptly upon receipt of their bill. Attorney will include a "communication fee" of 2% of the fees charged (exclusive of costs and expenses) in bills for telephone, long distance, fax, email and electronic research rather than itemize such expenses.
3. **BILLING AND LATE CHARGES.** Fees, costs and expenses will be billed monthly and are payable upon receipt. A late charge of 1% per month will be payable on all billed amounts that remain unpaid for 30 days. In addition, we reserve the right to discontinue our representation or otherwise postpone or defer providing additional services if billed amounts are not paid when due.
4. **TERMINATION BY CLIENT.** Client has the right at any time to terminate our engagement upon written notice. Termination, however, does not relieve the Client of the obligation to pay for all fees, costs and expenses accrued prior to the date of termination.
5. **TERMINATION BY ATTORNEY.** Attorney may withdraw from representing Client with the consent of Client, or for good cause. Good cause includes Client's breach of any provision of this agreement, including, but not limited to, failure or refusal to pay bills on time, Client's failure or refusal to cooperate with Attorney, to communicate with Attorney, to follow Attorney's advice on a material matter, or any fact or circumstance that would render Attorney's continuing representation of Client unlawful, unethical or unreasonably difficult.
6. **INDEMNITY.** If any claim or action is brought against Attorney, or any personnel of the firm, and such claim arises from the Client's negligence or misconduct, Client agrees to indemnify us for all such claims and damages.
7. **LIEN.** Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's representation under this agreement. Attorney's lien will be for any sums due and owing to Attorney at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement, or otherwise.
8. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no promises or guarantees about the outcome of your matter. Attorney's comments about the outcome of Client's matter are expressions of opinion only.
9. **CLIENT FILES.** Client files will be retained by Attorney for a limited number of years, depending on the type of work involved. Client files will be offered to the client prior to destruction. If the client does not respond to the notice regarding file destruction or has not provided updated contact information to Attorney for the purpose of sending the notice, the client files may be destroyed without further notice. Clients may be charged for the cost of extended file storage or the cost to deliver files to the client if files are requested to be returned.
10. **ARBITRATION AGREEMENT.** Any dispute arising out of or related to the engagement of Attorney or its personnel by Client for any purpose, including, but not limited to, (i) any dispute relating to Attorney's fees, expenses or costs, or (ii) any dispute relating to any allegedly wrongful or negligent act or omission by Attorney or Client or any of their personnel, or (iii) any dispute relating to any duty allegedly owed by Attorney or its personnel to Client or by Client or its personnel to Attorney, shall be subject to binding arbitration at San Francisco, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration. Client understands that by agreeing to arbitrate the disputes specified in this arbitration agreement it is waiving its right to have a trial by a jury or court regarding such disputes. This arbitration agreement shall only apply to disputes concerning fees, costs, or both if (i) Client does not elect to pursue the arbitration procedures provided by the California Business and Professions Code (Bus. & Prof. Code, § 6200 et seq.) regarding such disputes, or (ii) if either Attorney or Client rejects the award in any such arbitration. All employees and officers of Attorney and Client are intended beneficiaries of this arbitration agreement and shall be bound by and have the benefit of it. The arbitration shall not deprive any party of prejudgment remedies. All arbitration proceedings, or any action to enforce such proceedings, shall be conducted in as confidential a manner as permitted by law. The arbitrator or arbitrators shall be authorized to award equitable remedies including specific performance. In any such arbitration, a written statement of decision prepared in compliance with the California Code of Civil Procedure shall be rendered, and any arbitration decision must be based on correct application of law and findings of fact based upon a preponderance of evidence admissible under the Evidence Code of the State of California. Failure of the arbitrator to comply with the requirements of this agreement shall be grounds to modify or vacate an award. The arbitration proceeding shall be reported by a certified court reporter, and all evidence shall be marked and retained as part of the record of the proceedings by the court reporter, or the arbitrator, until a final judgment on the arbitrator's award is paid or confirmed or the award is modified or vacated. By agreeing to arbitration both parties waive their right to trial by Jury.

RESOLUTION NO. 2026-__

A RESOLUTION OF THE LODI CITY COUNCIL APPOINTING JOHN LUEBBERKE AS INTERIM CITY ATTORNEY AND APPROVING A LEGAL SERVICES AGREEMENT WITH HERUM CRABTREE SUNTAG FOR INTERIM CITY ATTORNEY SERVICES

WHEREAS, on March 9, 2026, Katie Lucchesi notified the City Council of her resignation from her role as City Attorney with the City of Lodi; and

WHEREAS, in preparation for the City Attorney vacancy, City Council desires to appoint a person with specialized skills qualified to fill in as the Interim City Attorney while the City undertakes the recruitment process to hire a permanent replacement for the City Attorney; and

WHEREAS, the City Council reviewed Interim City Attorney options at its regular meeting on March 18, 2026, and conducted interviews with the top candidates at a Special Meeting on March 26, 2026; and

WHEREAS, following the interviews, the City Council determined John Luebberke of the law firm Herum Crabtree Suntag, possesses the necessary, specialized skill-set to perform the role of Interim City Attorney; and

WHEREAS, the proposed candidate has agreed to fill the position of Interim City Attorney pursuant to a written Legal Services Agreement as shown in Attachment 1 hereto, as approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED in consideration of the above stated, the City Council hereby:

1. Appoints John Luebberke to the role of Interim City Attorney effective upon expiration of City Attorney Katie Lucchesi’s employment with the City of Lodi, which shall continue until the City Council makes an alternate appointment to either the Interim or permanent City Attorney role, or until Mr. Luebberke notifies the City Council of his desire to voluntarily resigns from the position;
2. Confirms that for the duration of the appointment as Interim City Attorney, Mr. Luebberke will be vested with all authority provided to the City Attorney in the California State Law, Lodi Municipal Code, the Lodi City Attorney job description, as well as any City resolutions, policies, and procedures; and
3. Approves and authorizes the Legal Services Agreement with Herum Crabtree Suntag included in Attachment 1, for such Interim City Attorney services.

Dated: April 1, 2026

I hereby certify that Resolution No. 2026-__ was passed and adopted by the Lodi City Council in a regular meeting held April 1, 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 the Following Resolutions Pertaining to the November 3, 2026, General Municipal Election (CLK)

- (a) Resolution Calling and Giving Notice of the General Municipal Election;
- (b) Resolution Requesting the San Joaquin County Board of Supervisors to Render Specified Services for the Conduct of a General Municipal Election;
- (c) Resolution Setting Forth the Council's Policy Regarding Impartial Analysis, Arguments, and Rebuttal Arguments for Any Measure(s) that May Qualify to be Placed on the Ballot; and
- (d) Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at the General Municipal Election

MEETING DATE:

April 1, 2026

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Adopt resolutions pertaining to the November 3, 2026, General Municipal Election with respect to calling and noticing the election, consolidating the election with the County, setting forth the policy for any ballot measures, and adopting regulations for candidates' statements, as required by the California Elections Code.

BACKGROUND INFORMATION:**Calling for an Election:**

The 2026 General Municipal Election for three City Council seats (one each for Districts 1, 2, and 3) will be held on Tuesday, November 3, 2026. The current terms of Council Member Nakanishi (District 1), Council Member Craig-Hensley (District 2) and Council Member Bregman (District 3) are expiring. Therefore, it is necessary for the City Council to adopt a resolution calling and giving notice of the holding of a General Municipal Election in the City of Lodi on November 3, 2026.

Consolidation with the County:

On October 19, 1988, the City Council adopted Ordinance No. 1438 consolidating municipal elections with statewide general elections. The ordinance was approved by the San Joaquin Board of Supervisors on February 7, 1989. The San Joaquin County Registrar of Voters' Office will provide certain services for the conduct of the November 3, 2026, General Municipal Election. The City will reimburse the County for these services when the work is completed and upon presentation of a properly audited invoice to the City.

COUNCIL COMMUNICATION

Ballot Measures:

The California Elections Code states that when a City measure qualifies for a place on the ballot, the governing body may direct the elections official to transmit a copy of the measure to the City Attorney for preparation of an impartial analysis. The Elections Code further sets forth the process for receiving arguments for and against the measure(s) and for the submittal of rebuttal arguments.

Candidates' Statements:

The Elections Code allows each candidate, for a non-partisan elective office in a city, to prepare a statement to be included with the sample ballot and mailed to each registered voter. Candidate statements are designed to acquaint voters with a candidate's qualifications for the office they are seeking. The law requires the Council to adopt a policy no later than seven days before the commencement of the nomination period, regarding the candidates' statements and obligations for payment. Elections Code §13307 allows the City to estimate the total cost of printing, handling, translating, and mailing the candidates' statements and requires each candidate filing a statement to pay in advance to the City his or her pro rata share, as estimated through the County Registrar of Voters, as a condition of having his or her statement included in the voters' pamphlet. As is customary for previous elections, it is recommended that the City Council authorize charging the candidates for the actual costs associated with candidate statements. It is also recommended that the City Council approve the 200-word limitation for candidate statements.

The Elections Code includes provisions for performing election-related tasks during regular business hours, as posted, and extending the deadline to the next regular business day if necessary. The City is on a 9/80 schedule. The relevant schedule is attached and will be posted as part of the election notices.

FISCAL IMPACT:

Fiscal impact is undetermined at this time. Election fees will be calculated by the San Joaquin County Registrar of Voters and the City of Lodi will be invoiced.

FUNDING AVAILABLE:

Funding will be requested during the FY 26-27 budget cycle.

2026 CALENDAR

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
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MARCH

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29	30	31				

APRIL

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MAY

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24	25	26	27	28	29	30
31						

JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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29	30					

DECEMBER

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27	28	29	30	31		

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2026, which shall apply for the election of municipal officers in City of Lodi Districts 1, 2, and 3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That, pursuant to the requirements of the laws of the State of California relating to General Law Cities within said State, there is called and ordered to be held in the City of Lodi, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing the qualified three (3) members of the City Council (one each from Districts 1, 2, and 3) of said City for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk of the City of Lodi is authorized, instructed, and directed to coordinate with the County of San Joaquin Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code §10242, except as provided in §14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: April 1, 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 April 1, 2026, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-____

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

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WHEREAS, the City Council of the City of Lodi called a General Municipal Election to be held on November 3, 2026, for the purpose of election of three (3) members of the City Council (one each from Districts 1, 2 and 3); and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places, and elections officers of the two elections be the same, and that the county election department of the County of San Joaquin canvass the returns of the General Municipal Election and that the election be held in all respects as if it were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That, pursuant to the provisions of §10403 of the Elections Code, the San Joaquin County Board of Supervisors is hereby requested to consent and agree to the consolidation of a General Municipal Election with a Statewide General Election on Tuesday, November 3, 2026, for the purpose of election of three (3) Members of the City Council (one each from Districts 1, 2, and 3).

SECTION 2. That the County election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if it were only one election, and only one form of the ballot shall be used. The election will be held and conducted in accordance with the provisions of the laws regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Lodi recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs upon presentation to the City of a properly approved invoice.

SECTION 5. That the City Clerk is directed to forward without delay to the Board of Supervisors and the County Registrar of Voters' offices a certified copy of this resolution.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: April 1, 2026

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I hereby certify that Resolution No. 2026-____ was passed and adopted by the Lodi City Council in a regular meeting held April 1, 2026 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2026-____

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, SETTING FORTH THE COUNCIL'S POLICY REGARDING IMPARTIAL ANALYSES, ARGUMENTS, AND REBUTTAL ARGUMENTS FOR ANY MEASURE(S) THAT MAY QUALIFY TO BE PLACED ON THE BALLOT FOR THE NOVEMBER 3, 2026, GENERAL MUNICIPAL ELECTION

WHEREAS, the State of California Elections Code sets forth that whenever any City measure(s) qualifies for a place on the ballot, the governing body may direct the City Elections Official to transmit a copy of the measure(s) to the City Attorney for preparation of an impartial analysis. The Elections Code further sets forth the process for receiving arguments for and against the measure(s) and for the submittal of rebuttal arguments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby set forth the following as it pertains to any measure(s) that may qualify to be placed on the ballot for the November 3, 2026, General Municipal Election:

SECTION 1. The City Council of the City of Lodi does hereby direct the City Clerk, the Elections Official for the City, to transmit a copy of any measure(s) that would qualify to be voted upon at the November 3, 2026, General Municipal Election to the City Attorney to prepare an impartial analysis of the measure(s) not exceeding 500 words, showing the effect of the measure(s) on the existing law and the operation of the measure(s).

SECTION 2. The City Council of the City of Lodi does hereby determine that written argument for or against any city measure may be submitted pursuant to the Elections Code of the State of California. No argument shall exceed 300 words in length.

SECTION 3. The City Council of the City of Lodi does hereby determine that rebuttal arguments may be submitted pursuant to the Elections Code of the State of California. Rebuttal arguments shall not exceed 250 words in length.

Dated: April 1, 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 April 1, 2026, by the following vote:

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

OLIVIA NASHED
City Clerk

2026-____

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

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WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of Lodi on November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of San Joaquin. The County is required to translate candidates' statements into Spanish.
- B. The County will print and mail voter information guides and candidates' statements to all voters in English and Spanish. The County will make the voter information guides and candidates' statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

- A. Translations:
 - 1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) and (B) of Section 2 above pursuant to Federal and/or State law.
 - 2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) and (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.
- B. Printing and mailing:
 - 1. The candidate shall be required to pay for the cost of printing and mailing the candidate's statement in English in the voters' pamphlet.

2. The candidate shall be required to pay for the cost of printing and mailing the candidate's statement in a foreign language required in (A) of Section 2 above in the voters' pamphlet.
3. The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voters' pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 60 days of receiving the invoice from the San Joaquin County Registrar of Voters.

SECTION 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 5. That the City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

SECTION 6. That this resolution shall apply only to the election to be held on November 3, 2026.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: April 1, 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 April 1, 2026, by the following vote:

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

OLIVIA NASHED
City Clerk

2026-___