



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA - Regular Meeting
Date: August 20, 2025
Time: 7:00 p.m.

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



Notice Regarding Public Comments

Public Comment may be submitted in the following ways:

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

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

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

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

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

- A. Call to Order / Roll Call**
- B. Presentations**
- C. Consent Calendar (Reading; Comments by the Public; Council Action)**

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

- C.1 Approve Minutes**
 - a) May 7, 2025 (Regular Meeting)

Attachments: [Attachment 1 - May 7, 2025 Regular Meeting Minutes](#)

- Res. **C.2** Adopt Resolution Authorizing the Acting City Manager to Enter into Amendment No. 3 to the Agreement for Engagement of Legal Services with Meyers Nave Related to Employment Matters and Personnel Investigations (Total Contract Amount Not to Exceed \$585,000) (CA)
- Attachments:** [Attachment 1 - Meyers Nave Contract Amendment No. 3](#)
[Attachment 2 - Resolution](#)
- Res. **C.3** Consider Adopting a Resolution Approving the Reclassification of One Park Maintenance Worker III to Senior Facilities Maintenance Worker, Effective July 7, 2025 (ISD - HR)
- Attachments:** [Attachment 1 - Resolution](#)
- Res. **C.4** Adopt a Resolution Authorizing the Acting City Manager to Execute a Professional Service Agreement with Motorola Solutions Inc., a Delaware corporation, for Repair and Maintenance of Ultra High Frequency (UHF) Conventional Multi Site Radio Communications System with a Sum Not-To-Exceed \$247,345 (ISD-IT)
- Attachments:** [Attachment 1 - Motorola PSA](#)
[Attachment 2 - Resolution](#)
- Res. **C.5** Adopt a Resolution Authorizing Expansion of DIY Commercial Lighting Pilot Program to Additional Commercial Corridors (EU)
- Attachments:** [Attachment 1 - Resolution](#)
- Res. **C.6** Adopt a Resolution Authorizing City Manager to Execute a Professional Services Agreement for Parks and Recreation Property Planning and Design Services to WMB Architects of Stockton, California (\$199,920) (PRCS)
- Attachments:** [Attachment 1 - WMB Contract](#)
[Attachment 2 - CIP \(Fund 350 - CDBG\)](#)
[Attachment 3 - Resolution](#)
- Res. **C.7** Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Berry, Dunn, McNeil, and Parker, LLC, for a Comprehensive Program and Fee Study for the Parks, Recreation, and Cultural Services (PRCS) Department; Appropriate Funds in the Amount of \$92,650; and Authorize the Re-appropriation of Unused FY 25 funds into FY 26 (PRCS)
- Attachments:** [Attachment 1 - Professional Services Agreement](#)
[Attachment 2 - Resolution](#)
- Res. **C.8** Adopt a Resolution Appropriating Funds for Salas Park Sports Lighting Improvements (Phase 2) from Playground Replacement Project in the Amount of \$21,920 and Parks Tree Trimming Project in the Amount of \$10,500 for a Total Amount of \$32,420 (\$32,420) (PRCS)
- Attachments:** [Attachment 1 - 189 CIP PKCP-24003 Salas PK Sports Lighting](#)
[Attachment 2 - 316 CIP PKCP-24006 Multiple Parks Playground Replacement](#)
[Attachment 3 - 5 CIP PKCP-20002 Tree Trimming](#)
[Attachment 4 - Resolution](#)
-

Res. **C.9** Adopt a Resolution Authorizing Acting City Manager to Execute Amendment No. 1 to Professional Services Agreement with Telstar Instruments, of Concord, for Supervisory Control and Data Acquisition, Instrumentation, Maintenance, and Integration Services (\$180,000) (PW)

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

Res. **C.10** Adopt a Resolution Approving Final Map and Authorizing Acting City Manager to Execute Improvement Agreement for the Blayke-Maisyn Estates Subdivision, Tract No. 4163 (PW)

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

C.11 Appoint Antonio Amador to the Measure L Citizens' Oversight Committee (CLK)

C.12 Set Public Hearing for September 17, 2025 to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code, Title 15 (Building and Construction) Chapter 15.25, Title 17 (Development Code) Sections 17.18.040 (Residential zoning district general development standards), 17.20.030 (Commercial zoning district land uses and permit requirements), 17.22.030 (Mixed use zoning districts land uses and permit requirements), 17.24.030 (Industrial zoning district land uses and permit requirements), 17.32.040 (Number of parking spaces required), 17.36.130 (Accessory dwelling units), 17.36.220 (Tobacco retailer establishments), 17.36.230 (Alcoholic beverage sales), 17.36.240 (Problem uses), 17.40.020 (Site plan and architectural approval), 17.40.050 (Variances and administrative deviations), 17.78.020 (Definitions of specialized terms and phrases) (Applicant: City of Lodi; File Number: 2024-07 Z; CEQA Status: Exempt per Section 15061(b)(3) - General Rule Exemption and Section 15378 as the Ordinance is not a project) (CD)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

F. Public Hearings

- F.1** Public Hearing to Consider Waiving the First Reading and Introducing an Ordinance to Amend Lodi Municipal Code Section 2.44.040 "Appointing Authorities" Allowing the City Council to Temporarily Appoint Staff to Perform Required Duties During Appointee Vacancies and Acknowledging that City Manager and City Treasurer Are Not Conflicting Offices (CM/CA)

Attachments: [Attachment 1 - Redlined Ordinance](#)
[Attachment 2 - Clean Ordinance](#)

G. Regular Calendar

- G.1** Council Discussion Regarding Policy for Placement of Basketball Hoops in Public Right of Way (PW)

Attachments: [Attachment 1 - Santa Rosa Exception Process](#)

- Res. **G.2** Adopt a Resolution Authorizing the City Manager to Execute Lease Agreement in a Form Acceptable by the City Attorney for 22 S Main Street Transitional Housing and Accept and Appropriate FY26 Lease Agreement Payments (\$27,000) and Execute Infrastructure Agreement in a Form Acceptable by the City Attorney for Behavioral Health Spaces within 710 N. Sacramento Street and Accept and Appropriate (\$575,910) for Infrastructure Costs (CD)

Attachments: [Attachment 1 - 22 S Main Street Transitional Housing Lease Agreement](#)
[Attachment 2 - 710 N Sacramento Street Behavioral Health Beds Infrastructure Agreement](#)
[Attachment 3 - 308 CIP HPSJ-23001](#)
[Attachment 4 - 172 CIP ARPA-22001](#)
[Attachment 5 - Resolution](#)

- Res. **G.3** Adopt a Resolution Authorizing the City Manager to Execute Additional Change Orders up to (\$1,400,000) with Bobo Construction, Inc. for a Total not to Exceed (\$11,866,433) for Construction of The Lodi Access Center and Emergency Shelter (Access Center) and Approve Amendment No. 2 to Bickford Ventures, Inc., doing business as Division 1 Construction Management Services in the Amount of \$50,000 (Not to Exceed \$232,200), Amendment No. 2 to Terracon Consultants, Inc. in the Amount of \$100,000 (Not to Exceed \$130,020), and Amendment No. 6 to NJ Associates, Inc. in the Amount of \$50,000 (Not to Exceed \$1,371,430) (CD)

Attachments: [Attachment 1 - Exhibit A - Summary Funding Table](#)
[Attachment 2 - Bickford Ventures Amendment No. 1](#)
[Attachment 3 - Terracon Amendment No. 1](#)
[Attachment 4 - NJA Amendment No. 6](#)
[Attachment 5 - Resolution](#)

- Res. **G.4** Adopt a Resolution Allocating a Portion of Waste Management's Annual Administrative Fees for Projects Funded in Fiscal Year 2025/26 (\$290,000) (CM)

Attachments: [Attachment 1 - Resolution](#)

G.5 Direction from City Council Regarding Public Electric Vehicle Charging Rate Pilot Project (EU)

Attachments: [Attachment 1 - PowerPoint Presentation](#)

Res. **G.6** Adopt a Resolution Establishing a Finance Committee, Committee Objectives and Appointment Guidelines (CM)

Attachments: [Attachment 1 - March 19 Presentation](#)
[Attachment 2 - Investment Policy FY25-26](#)
[Attachment 3 - Pension Stabilization Policy](#)
[Attachment 4 - Resolution](#)

H. Ordinances

I. Adjournment

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

Olivia Nashed
City Clerk

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

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



COUNCIL COMMUNICATION

AGENDA TITLE:

Approve Minutes
a) May 7, 2025 (Regular Meeting)

MEETING DATE:

August 20, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Approve the following minutes as prepared:
a) May 7, 2025 (Regular Meeting)

BACKGROUND INFORMATION:

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

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

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

C-1 Call to Order / Roll Call

The City Council Closed Session Meeting of May 7, 2025, was called to order by Mayor Bregman at 6:17 p.m.

Present: Council Member Craig-Hensley, Council Member Hothi, Council Member Nakanishi, Mayor Pro Tempore Yepez and Mayor Bregman

Absent: None

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

C-2 Announcement of Closed Session

City Attorney Lucchesi announced the following Closed Session items:

- a) CONFERENCE ON LABOR NEGOTIATIONS - Regarding International Brotherhood of Electrical Workers, Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Lodi Professional Firefighters, Lodi Fire Mid-Management, Confidential General Services, Confidential Mid-Managers, Executive Managers, and Appointed Employees, Pursuant to Government Code § 54957.6 (HR)
- b) PUBLIC EMPLOYEE APPOINTMENT - Title: Acting City Manager, Consideration of Appointee Candidate Pursuant to Government Code § 54957.

C-3 Adjourn to Closed Session

At 6:19 p.m., Mayor Bregman adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:54 p.m.

C-4 Return to Open Session / Disclosure of Action

At 6:54 p.m., Mayor Bregman reconvened the City Council meeting, and Mayor Bregman disclosed the following actions.

Item C-2 a) was no reportable action.

Item C-2 b) was no reportable action.

Item C-2 c) was no reportable action.

A. Call to Order / Roll Call

The open session of the Regular City Council Meeting of May 7, 2025, was called to order by Mayor Bregman at 7:01 p.m.

Present: Council Member Craig-Hensley, Council Member Hothi, Council Member Nakanishi, Mayor Pro Tempore Yepez and Mayor Bregman

Absent: None

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

B. Presentations

- B.1 Presentation of Proclamation Commemorating Storm Drain Detectives 25-Year Anniversary (PW)

Mayor Bregman presented Proclamation to Water Shed Program Coordinator Kathy Grant and the Storm Drain Detectives in commemoration of the program's 25-year anniversary.

- B.2 Presentation of Proclamation Proclaiming the Week of May 18 - 24, 2025, as "National Public Works Week" in Lodi (PW)

Mayor Bregman presented Proclamation to Associate Civil Engineer Karissa Kiri, proclaiming the week of May 18-24, 2025 as National Public Works Week in Lodi.

- B.3 Presentation of Proclamation Proclaiming the Week of May 11-17, 2025, as National Police Week in Lodi (PD)

Mayor Bregman presented Proclamation to Police Chief Ricardo Garcia and Lodi Police Department, proclaiming the week of May 11-17, 2025 as National Police Week in Lodi.

- B.4 Presentation of Proclamation Proclaiming the Week of May 4-10, 2025, as "Municipal Clerk's Week" in Lodi (CLK)

Mayor Bregman presented Proclamation to City Clerk Nashed and Deputy City Clerk Maria Ditmore, proclaiming the week of May 4-10, 2025 as Municipal Clerk's Week in Lodi.

- B.5 Presentation of Proclamation Proclaiming the Week of May 4-10, 2025, as National Small Business Week in Lodi (ED)

Mayor Bregman presented Proclamation to Cynthia Estrella of Burton's Shoes, proclaiming the week of May 4-10, 2025 as National Small Business Week in Lodi.

- B.6 Presentation of Proclamation Proclaiming the Week of May 11-17, 2025, as Hospital Week in Lodi (CLK)

Mayor Bregman presented Proclamation to Brooke McCollough, President of Adventist Health Lodi Memorial, proclaiming the week of May 11-17, 2025 as Hospital Week in Lodi.

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

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Craig-Hensley, Council Member Hothi, Council Member Nakanishi, Mayor Pro Tempore Yepez and Mayor Bregman

Noes: None

Absent: None

- C.1 Approve Minutes
 - a) March 5, 2025 (Regular Meeting)

The Minutes of the March 5, 2025 (Regular Meeting) were approved as written.

- C.2 Adopt a Resolution Approving Amendment No.2 to Professional Services Agreement with Unifirst - First Aid Corporation for Citywide First Aid and Safety Services (\$45,000) (CA)

Adopted **Resolution No. 2025-056** approving amendment no. 2 to Professional Services Agreement with Unifirst - First Aid Corporation for Citywide First Aid and Safety Services (\$45,000).

- C.3 Adopt a Resolution Authorizing the Acting City Manager to Enter into Amendment No. 1 to the Engagement of Legal Services Agreement with Meyers Nave for Legal Services Related to Personnel Investigations (\$210,000) (CA)

Adopted **Resolution No. 2025-57** authorizing the Acting City Manager to enter into Amendment No. 1 to the Engagement of Legal Services Agreement with Meyers Nave for Legal Services related to personnel investigations (\$210,000).

Item C.4 was pulled by staff.

- C.4 Adopt a Resolution Authorizing Energy Efficiency Financing Program Loan to PAQ, INC. and Further Authorizing Loan Payment Check Issuance to True Power Services, Incorporated (\$129,925.36) (EU)

- C.5 Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 1 to Increase the Contract Amount for the Professional Services Agreements with 1) 4 Leaf, Inc., 2) Interwest Consulting Group, Inc., 3) Bureau Veritas North America, Inc., 4) BPR Consulting Group, LLC, and 5) CSG Consultants, Inc. for Building Codes Plans Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services by \$867,000, for a Total Amount Not to Exceed \$2,067,000 and Authorizing the City Manager to Approve Change Orders Related to the Services Provided in an Amount Not to Exceed \$867,000 (CD)

Adopted **Resolution No. 2025-58** authorizing the City Manager to execute Amendment No. 1 to increase the contract amount for the Professional Services Agreements with 1) 4 Leaf, Inc., 2) Interwest Consulting Group, Inc., 3) Bureau Veritas North America, Inc., 4) BPR Consulting Group, LLC, and 5) CSG Consultants, Inc. for building codes plans examining, building codes inspection, fire codes plans examining, fire codes inspection, and code enforcement services by \$867,000, for a total amount not to exceed \$2,067,000 and authorizing the City Manager to approve change orders related to the services provided in an amount not to exceed \$867,000.

- C.6 Adopt a Resolution Authorizing the Acting City Manager to Accept a Donation from the Lodi Police Foundation and F&M Bank for an Electric Bicycle for the Lodi Police Department's Downtown Bicycle Patrol Officer (\$3,655.40) (PD)

Adopted **Resolution No. 2025-059** authorizing the Acting City Manager to accept a donation from the Lodi Police Foundation and F&M Bank for an electric bicycle for the Lodi Police Department's Downtown Bicycle Patrol Officer (\$3,655.40).

Item C.7 was pulled by staff.

- C.7 Adopt a Resolution Authorizing an Increase of City Manager's Change Order Authority by \$400,000 to Execute Contract Amendment No. 3 for 2021-2023 Tree Maintenance Contract with West Coast Arborists, Inc., of Anaheim (PW)

- C.8 Adopt a Resolution Awarding Contract for Hutchins Street Resurfacing Project to Knife River Construction of Stockton (\$1,370,475); Authorize City Manager to Execute Change Orders (\$150,000); and Appropriate Funds (\$1,520,476) (PW)

Adopted **Resolution No. 2025-060** awarding contract for Hutchins Street Resurfacing Project to Knife River Construction of Stockton (\$1,370,475); Authorize City Manager to Execute Change Orders (\$150,000); and Appropriate Funds (\$1,520,476).

- C.9 Adopt a Resolution Awarding Contract for Salas Park Sports Lighting Improvements (Phase 2) to SCC Electric, Inc. of Novato, California (\$297,500) and Authorizing City Manager or Designee to Execute Change Orders (\$132,500); and Appropriate Funds (\$32,420) (PW)

Adopted **Resolution No. 2025-061** awarding contract for Salas Park Sports Lighting Improvements (Phase 2) to SCC Electric, Inc. of Novato, California (\$297,500) and authorized City Manager or Designee to execute Change Orders (\$132,500); and appropriated funds (\$32,420).

- C.10 Adopt a Resolution Awarding Contract for 2025 - 2027 Janitorial Services to Imperial Maintenance Services, Inc., of Stockton (\$679,905.28), and Authorizing City Manager to Execute Change Orders (\$90,000) (PW)

Adopted **Resolution No. 2025-062** awarding contract for 2025 - 2027 Janitorial Services to Imperial Maintenance Services, Inc., of Stockton (\$679,905.28), and authorized City Manager to execute Change Orders (\$90,000).

- C.11 Adopt a Resolution of the Lodi City Council Authorizing City Manager to Execute Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Free Student Fares (\$139,157) (PW)

Adopted **Resolution No. 2025-063** of the Lodi City Council authorizing City Manager to execute Certifications and Assurances and Authorized Agent Forms for the Low Carbon

Transit Operations Program (LCTOP) for the following project: Free Student Fares (\$139,157).

- C.12 Adopt a Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2025/26 (PW)

Adopted **Resolution No. 2025-064** ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2025/26.

Item C.13 was pulled by staff.

- C.13 Direct City Clerk to Update Ordinance No. 1953 for Measure L Citizens' Oversight Committee to Waive Term Limits (CLK)

- C.14 Post for Expiring Terms on the Library Board of Trustees and Lodi Arts Commission (CLK)\

Directed the City Clerk to post for expiring terms on the Library Board of Trustees and Lodi Arts Commission.

D. Comments by the Public on Non-Agenda Items

John Slaughterback provided public comment providing his recommendations regarding the investigation procedures.

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

Council Member Nakanishi addressed Mr. Slaughterback and stating that the City will be conducting a forensic audit.

Council Member Craig-Hensley expressed her appreciation on the presentation of the Short-Range Transit Plan. She stated that she has requested that San Joaquin Regional Rail Commission to provide presentation to Lodi City Council regarding regional transit projects.

Mayor Bregman provided a report on the Small Business Walk event for Small Business Week.

F. Public Hearings

None.

G. Regular Calendar

Due to technical issues, the City Council addressed Agenda Item G.2 prior to the presentation of

G.1

- G.2 Adopt a Resolution Appointing James Lindsay, a Retired PERS Annuitant, to Acting City Manager (CA)

Acting City Manager Jaromay provided brief oral report on the item.

James Lindsay provided comments regarding his professional background and experience.

Council Member Hothi made a motion, seconded by Council Member Craig-Hensley, to adopt **Resolution No. 2025-065** appointing James Lindsay, a Retired PERS Annuitant, to Acting City Manager, with an amendment to contract to include a performance evaluation 30 days after Mr. Lindsay's appointment.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Craig-Hensley, Council Member Hothi, Council Member Nakanishi, and Mayor Bregman

Noes: Mayor Pro Tempore Yepez

Absent: None

G.1 Receive and File an Update on the Downtown Specific Plan (CD)

Assistant Director of Community Development/City Planner Cynthia Marsh provided an introduction for the item and introduced RRM Design Group Representatives Jami Williams and Debbie Jewell. Ms. Williams and Ms. Jewell provided PowerPoint presentation on the item.

G.3 Adopt a Resolution Approving Amendment to Employment Agreement for Parks Recreation and Cultural Services Director, Christina Jaromay, for Temporary Appointment to Acting City Manager (HR)

City Attorney Lucchesi provided brief oral report on the item.

Council Member Craig-Hensley made a motion, seconded by Mayor Pro Tempore Yepez, to adopt **Resolution No. 2025-066** approving Amendment to Employment Agreement for Parks Recreation and Cultural Services Director, Christina Jaromay, for Temporary Appointment to Acting City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Craig-Hensley, Council Member Hothi, Council Member Nakanishi, Mayor Pro Tempore Yepez and Mayor Bregman

Noes: None

Absent: None

H. Ordinances

None.

I. Adjournment: Mayor adjourned the meeting at 8:41 p.m.



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt Resolution Authorizing the Acting City Manager to Enter into Amendment No. 3 to the Agreement for Engagement of Legal Services with Meyers Nave Related to Employment Matters and Personnel Investigations (Total Contract Amount Not to Exceed \$585,000) (CA)

MEETING DATE:

August 20, 2025

PREPARED BY:

Janelle Krattiger, Assistant City Attorney

RECOMMENDED ACTION:

Adopt a Resolution authorizing the Acting City Manager to enter into Amendment No. 3 to the Agreement for Engagement of Legal Services with Meyers Nave ("Meyers Nave") for the allocation of additional funds in the amount of \$325,000 to complete the services related to employment matters and related personnel investigations in a total contract amount not to exceed \$585,000.

BACKGROUND INFORMATION:

The City Attorney's Office initially engaged Meyers Nave to provide legal services reasonably required to represent and advise the City in connection with employment matters regarding the City Manager, as requested by the City Council. This Amendment No. 3 would further authorize the allocation of additional funds in the amount of \$325,000 to complete the scope of work and those related personnel investigations.

Since April 2025, Meyers Nave attorneys have served as special counsel and advised on matters as requested from time to time by the City Council. Now, further allocation of funds is necessary to accommodate the City's continuing legal service needs, and to account for the complexity of the matters at hand, the significant number of parties involves, and extensive document review. The proposed Amendment No. 3 to the Engagement of Legal Services Agreement (attached as Exhibit A) would allocate \$325,000 in additional funding for the legal services for a total contract amount not to exceed \$585,000.

Therefore, staff recommends that the City Council approve the proposed resolution authorizing the Acting City Manager to enter into Amendment No. 3 to the Engagement of Legal Services Agreement with Meyers Nave for legal services related to the facilitation of personnel investigations as requested by City Council.

STRATEGIC VISION:

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

FISCAL IMPACT:

This would be an additional allocation of \$325,000 from the General Fund Non-Departmental account to cover the City-wide impact of these legal fees.

COUNCIL COMMUNICATION

FUNDING AVAILABLE:
Non-Departmental

AMENDMENT NO. 3

MEYERS NAVE
Agreement for Engagement of Legal Services

THIS AMENDMENT NO. 3 TO AGREEMENT FOR ENGAGEMENT OF LEGAL SERVICES, is made and entered this ____ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MEYERS NAVE, a California professional corporation (hereinafter "MEYERS NAVE").

WITNESSETH:

1. WHEREAS, MEYERS NAVE and CITY entered into an Agreement for Engagement of Legal Services on April 3, 2025, Amendment No. 1 on May 7, 2025, and Amendment No. 2 on June 3, 2025 (collectively the "Agreement"), attached as Exhibit 1 and incorporated by this reference; and
2. WHEREAS, CITY has requested the allocation of additional funds in the amount of \$325,000 for legal services to be provided by MEYERS NAVE pursuant to the Agreement, for a new total contract amount not to exceed \$585,000; and
3. WHEREAS, MEYERS NAVE agrees to said amendment to the Agreement.

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

IN WITNESS WHEREOF, CITY and MEYERS NAVE have executed this Amendment No. 3 on the date and year first above written.

CITY OF LODI, a municipal corporation

MEYERS NAVE, a California professional corporation

JAMES LINDSAY
Acting City Manager

ADAM U. LINDGREN
Principal in Charge

Approved as to Form:

Attest:

KATIE O. LUCCHESI
City Attorney



OLIVIA NASHED
City Clerk

AMENDMENT NO. 2

MEYERS NAVE
AGREEMENT FOR ENGAGEMENT OF LEGAL SERVICES

THIS AMENDMENT NO. 2 TO AGREEMENT FOR ENGAGEMENT OF LEGAL SERVICES, is made and entered this 3rd day of June, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MEYERS NAVE, a California professional corporation (hereinafter "MEYERS NAVE").

WITNESSETH:

1. WHEREAS, MEYERS NAVE and CITY entered into an Agreement for Engagement of Legal Services on April 8, 2025 and Amendment No. 1 on May 7, 2025 (collectively the "Agreement"), attached as Exhibit 1 and incorporated by this reference; and
2. WHEREAS, CITY has advised MEYERS NAVE of its intent to amend the scope of the Agreement to include the employment and related matters including facilitation of personnel investigations regarding complaints and allegations by, against or relating to the City Manager and other employees or contractors of the City; and
3. WHEREAS, CITY has requested the allocation of additional funds in the amount of \$50,000 for legal services to be provided by MEYERS NAVE pursuant to the amended scope of engagement of the Agreement, for a total new contract amount not to exceed \$260,000; and
4. WHEREAS, MEYERS NAVE agrees to said amendments to the Agreement.

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

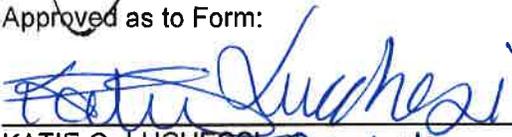
IN WITNESS WHEREOF, CITY and MEYERS NAVE have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation



JAMES LINDSAY
Acting City Manager

Approved as to Form:



KATIE O. LUCCHESI
City Attorney



MEYERS NAVE, a California professional corporation



ADAM U. LINDGREN
Principal

Attest:



OLIVIA NASHED
City Clerk

RESOLUTION NO. 2025-090

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO ENGAGEMENT OF LEGAL SERVICES AGREEMENT WITH MEYERS NAVE, OF SACRAMENTO, FOR LEGAL SERVICES RELATED TO PERSONNEL INVESTIGATIONS (TOTAL CONTRACT AMOUNT NOT TO EXCEED \$260,000)

=====

WHEREAS, the City and Meyers Nave ("Meyers Nave"), entered into an Engagement for Legal Services Agreement on April 8, 2025 and an Amendment No. 1 on May 7, 2025 (the "Agreement"), to provide legal services reasonably required to represent and advise the City in connection with employment matters regarding the City Manager and for the facilitation of personnel investigations; and

WHEREAS, an amendment revising the scope of engagement to include employment and related matters including facilitation of personnel investigations regarding complaints and allegations by, against, or relating to the City Manager and other employees or contractors of the City and allocating additional funding for that purpose under the Agreement is necessary to accommodate the City's continuing legal service needs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager to execute Amendment No. 2 to the Engagement of Legal Services with Meyers Nave, a California professional corporation, and that the total amount approved for legal services thereunder shall not exceed \$260,000; and

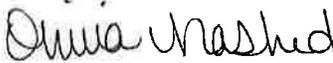
BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections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

Dated: June 10, 2025

=====

I hereby certify that Resolution No. 2025-090 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 10, 2025, by the following votes:

- AYES: COUNCIL MEMBERS – Craig-Hensley, Hothi, Nakanishi, Yopez and Mayor Bregman
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None


OLIVIA NASHED
City Clerk

AMENDMENT NO. 1

MEYERS NAVE
Agreement for Engagement of Legal Services

THIS AMENDMENT NO. 1 TO AGREEMENT FOR ENGAGEMENT OF LEGAL SERVICES, is made and entered this 29th day of May, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MEYERS NAVE, a California professional corporation (hereinafter "MEYERS NAVE").

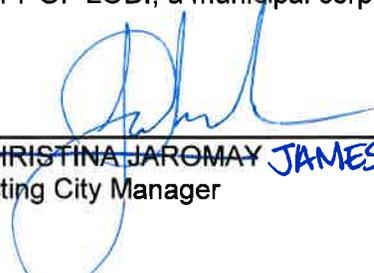
WITNESSETH:

1. WHEREAS, MEYERS NAVE and CITY entered into an Agreement for Engagement of Legal Services on April 8, 2025 (the "Agreement"), attached as Exhibit 1 and incorporated by this reference; and
2. WHEREAS, CITY has advised MEYERS NAVE of its intent to amend the scope of the Agreement to include the facilitation of personnel investigations; and
3. WHEREAS, CITY has requested the allocation of additional funds in the amount of \$150,000 for legal services to be provided by MEYERS NAVE pursuant to the amended scope of engagement of the Agreement, for a total new contract amount not to exceed \$210,000; and
4. WHEREAS, MEYERS NAVE agrees to said amendments to the Agreement.

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

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

CITY OF LODI, a municipal corporation


CHRISTINA JAROMAY ~~JAMES LINDSAY~~
Acting City Manager

Approved as to Form:


Janelle Krattiger (May 29, 2025 12:35 PM)
JANELLE S.H. KRATTIGER
Assistant City Attorney JK

MEYERS NAVE, a California professional corporation


ADAM U. LINDGREN
Principal in Charge

Attest:


OLIVIA NASHED
City Clerk



555 Capitol Mall, Suite 1200
Sacramento, California 95814
tel (916) 556-1531
fax (916) 556-1516
www.meyersnave.com

Adam U. Lindgren
alindgren@meyersnave.com

April 8, 2025

VIA ELECTRONIC MAIL ONLY

Katie Lucchesi
City Attorney
City of Lodi
221 W Pine Street
Lodi, CA 95240
klucchesi@lodi.gov

Re: Engagement of Legal Services

Dear Ms. Lucchesi:

Thank you for retaining Meyers Nave (“Meyers Nave”) to perform legal services in connection with City of Lodi (“Client”) of which you are City Attorney. We appreciate the opportunity to serve as your lawyers and look forward to working with you.

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

1. Scope of Engagement. We will provide the legal services reasonably required to represent and advise you in connection with employment matters regarding the City Manager, including advice regarding and conduct of a performance evaluation of the City Manager, and potential advice regarding investigations and employment actions by the City regarding the City Manager. Our work is limited to such services. We will also provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.

2. Fees and Personnel. As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered. Our standard billing rates for attorneys and paralegals are attached as Attachment 1.

I will be the principal in charge of representing your interests. If other attorneys and/or paralegals are assigned to work on your matter, the then current hourly rates of those individuals will be utilized. This agreement retains the legal services of our law firm and not

of a particular attorney. Hourly rates are subject to reasonable change, usually at the beginning of each year.

3. Retainer. As discussed, the Firm will not require a retainer to commence services related to this matter. However, the Firm reserves the right to require a retainer in the future if it determines that circumstances warrant.

4. Disbursements and Expenses. In addition to hourly fees, we may incur out-of-pocket expenses related to your representation. Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment 2.

5. Billing and Payment Responsibilities. We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Our Statement of Fee and Billing Information sets forth the details of our fee and billing policy.

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

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

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

7. Insurance. During the term of this engagement, this law firm shall take out and maintain general liability and property damage insurance in amounts not less than \$1,000,000; professional errors and omissions insurance, in amounts not less than \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.

8. No Guarantee of Outcome. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

9. Dispute Resolution. In the event you become dissatisfied with any aspect of our relationship, we encourage you to bring such concerns to our attention immediately. If we are unable to resolve any dispute, either arising out of or in connection with this Agreement or relating to the services performed by our firm or any of its attorneys, to our mutual satisfaction, our firm will first comply with any mandatory dispute resolution procedures that may apply to any such dispute.

If we are unable to resolve any dispute, and after mandatory dispute resolution procedures have been waived or exhausted, the parties shall submit such dispute to final and binding arbitration in Sacramento County, California before the American Arbitration Association, pursuant to its then prevailing rules, unless the parties agree in writing to a different arbitration method or forum.

By signing this agreement, you acknowledge and agree that you have read and understand this arbitration provision. You understand that by agreeing to arbitration we each give up the right to present our claims or defenses for trial by a judge or jury, and we also give up the right to an appeal. The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

10. Document Retention. In the course of the Firm's representation of City of Lodi, you may provide us with and we may obtain documents that are relevant to the representation. Some of those documents may be important to you and so that there is no confusion we find that it is useful at the inception of the representation for us to communicate our Document Retention Policy. Meyers Nave is committed to using less paper and eliminating unnecessary copies of documents. Documents of Record can be either hard copies or digital, regardless of the form they took originally when created or received by the Firm. Whenever it is proper and practicable, the Firm prefers Documents of Record (official version) to be in a digital format. Further, if record is stored electronically, then paper copies may be deemed duplicative and may be purged. This helps us manage information, helps the environment and helps us control costs. The materials pertaining to this matter belong to you and you may access them or have duplicates provided to you at any time during your representation with the exception of certain Meyers Nave Firm and accounting information. At the conclusion of this matter, no further representation will be provided and we recommend that you make arrangements to retrieve all original documents.

It is the Firm's general policy that we maintain records for a period of seven (7) years after conclusion of the matter, although due to certain practical considerations that is not always possible. Additionally, while we take steps to ensure that all records are held in strict confidence and maintained in a secure location, we cannot guarantee that something beyond our control will not occur resulting in damage to client records.

Thus, if in the course of our representation you provide us with original documents that you consider important or desire to keep, we recommend that, first, you inform us in writing that the documents are important. And second, we ask that you take immediate possession of such documents upon the conclusion of our representation. If we do not hear from you, we will generally retain only the documents and materials pertaining to this matter which we designate as vital for a period of seven (7) years. After which such documents will be destroyed unless, before that time, you notify us in writing that you wish to take possession of them.

11. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

12. Joint Representation. Our firm maintains of counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of our firm, it is necessary that you consent to dual representation by our firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

13. Conflicts. Our firm represents many public agencies in California, Nevada and Arizona. Since 1986, we have represented over seven hundred public clients, including numerous cities, redevelopment agencies, special districts, counties and other public entities, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects from other clients having different governmental or political objectives, beliefs or views from City of Lodi.

In view of the fact that City of Lodi is a City, this letter confirms that the services which we are rendering to you are limited in scope and for the benefit of City of Lodi only. Meyers Nave performs a variety of professional services for its clients and it is possible that we will represent public agency clients which are adverse to you on other matters. To avoid potential problems, you agree that you expressly waive any actual or potential conflicts that might arise from such representation, that you will not attempt to disqualify Meyers Nave on such matters, and that our firm is free to represent its clients on such matters.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters and you confirm that City of Lodi does not object to our representation of clients on matters where their legal, governmental or political objectives and/or positions may be different from or adverse to those of City of Lodi, and that City of Lodi waives any conflict of interests with respect to our representation of such clients with differing legal, governmental or political interests. You further confirm that City of Lodi will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from

Katie Lucchesi
City of Lodi
April 8, 2025
Page 5

representing such clients notwithstanding such adversity. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

Needless to say, these acknowledgments do not permit our firm to represent another client in opposing the specific project for which you engage us without your specific written consent.

You may wish, and we encourage you, to consult legal counsel regarding the effect of this conflict waiver.

We would request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this letter to me at your earliest convenience. Enclosed is an additional copy of this letter which you should retain for your records. Again, we thank you for allowing us the opportunity to serve as your lawyers.

Very truly yours,



Adam U. Lindgren

AUL:BQ
Enclosures
c: Billing Department
Conflicts Department

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

City of Lodi

By: 
Katie Lucchesi
City Attorney

6050317.1

ATTACHMENT 1

**MEYERS NAVE
RATE SHEET**

Sr. Principal	\$610 \$575 – Adam Lindgren
Principal	\$525
Sr. Of Counsel	\$505
Of Counsel	\$475
Sr. Associate	\$440
Associate	\$410
Paralegal	\$255
Case Assistance	\$225

Our rates adjust every January 1st by the greater of 3% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.

ATTACHMENT 2

MEYERS NAVE STATEMENT OF FEE AND BILLING INFORMATION

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

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel. To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

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

Retainer. Our normal practice is to require a retainer to cover a portion of the anticipated attorneys' fees and costs. Any retainer will be placed in the firm's trust account. At the conclusion of our services, we will return to our client any unapplied retainer, after deducting payment for charges billed or to-be-billed for services and any remaining out-of-pocket expenses.

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

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

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party

expenses, delivery charges, travel expenses, outside research services, filing fees, expert witness and expert consultant fees.

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

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.

RESOLUTION NO. 2025-057

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO ENGAGEMENT OF LEGAL SERVICES AGREEMENT WITH MEYERS NAVE FOR LEGAL SERVICES RELATED TO PERSONNEL INVESTIGATIONS (TOTAL CONTRACT AMOUNT NOT TO EXCEED \$210,000)

WHEREAS, the City and Meyers Nave ("Meyers Nave"), entered into an Engagement for Legal Services Agreement on April 8, 2025 (the "Agreement"), to provide legal services reasonably required to represent and advise the City in connection with employment matters regarding the City Manager; and

WHEREAS, an amendment revising the scope of engagement to include facilitation of personnel investigations and allocating additional funding for that purpose under the Agreement is necessary to accommodate the City's continuing legal service needs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager to execute Amendment No. 1 to the Engagement for Legal Services Agreement with Meyers Nave, a California professional corporation, and that the total amount approved for legal services thereunder shall not exceed \$210,000; and

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

Dated: May 7, 2025

I hereby certify that Resolution No. 2025-057 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 7, 2025, by the following votes:

- AYES: COUNCIL MEMBERS – Craig-Hensley, Hothi, Nakanishi, Yopez and Mayor Bregman
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



OLIVIA NASHED
City Clerk

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO AMENDMENT NO. 3 TO ENGAGEMENT OF LEGAL SERVICES AGREEMENT WITH MEYERS NAVE FOR LEGAL SERVICES RELATED TO EMPLOYMENT MATTERS AND PERSONNEL INVESTIGATIONS (TOTAL CONTRACT AMOUNT NOT TO EXCEED \$585,000)

WHEREAS, the City and Meyers Nave (“Meyers Nave”), entered into an Engagement for Legal Services Agreement on April 8, 2025, Amendment No. 1 on May 7, 2025, and Amendment No. 2 on June 3, 2025 (collectively the “Agreement”), to provide legal services reasonably required to represent and advise the City in connection with employment matters regarding the City Manager and for the facilitation of personnel investigations; and

WHEREAS, City staff has now prepared Amendment No. 3, which allocates additional funds in the amount of \$325,000, for Meyers Nave to provide further legal services to complete the Agreement scope of work and related personnel investigations as directed by Council.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager to execute Amendment No. 3 to the Engagement of Legal Services with Meyers Nave, a California professional corporation, and that the total amount approved for legal services thereunder shall not exceed \$585,000; and

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

Dated: August 20, 2025

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025, by the following votes:

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

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Consider Adopting a Resolution Approving the Reclassification of One Park Maintenance Worker III to Senior Facilities Maintenance Worker, Effective July 7, 2025 (ISD - HR)

MEETING DATE:

August 20, 2025

PREPARED BY:

Cristina Gonzales, Interim Human Resources Manager

RECOMMENDED ACTION:

Consider adopting a resolution approving the reclassification of one Park Maintenance Worker III to Senior Facilities Maintenance Worker, effective July 7, 2025.

BACKGROUND INFORMATION:

The Parks, Recreation, and Cultural Services ("PRCS") Department requested a reclassification study of one Park Maintenance Worker III in their FY 2025/26 budget. The study request was approved and Human Resources staff completed the reclassification review. The study and review found that the incumbent, Mr. Colin Likiliki, is performing the higher-level work as described in the Senior Facilities Maintenance Worker job description. Mr. Likiliki was temporarily upgraded to the Senior Facilities Maintenance Worker for a significant period of time and was performing the higher-level duties. The analysis and findings confirmed that Mr. Likiliki has the required knowledge, skills, and expertise and has been performing these higher-level duties that support the reclassification.

As the City's park's infrastructure and irrigation systems age, it is necessary to have more than one Senior Facilities Maintenance Worker who can perform the more complex and higher-level tasks and duties. It is critical to perform on-going maintenance to ensure the parks and park facilities are available for use by the citizens of Lodi.

It is recommended that Council approve the reclassification of Mr. Colin Likiliki, Park Maintenance Worker III to Senior Facilities Maintenance Worker, effective July 7, 2025.

STRATEGIC VISION:

All

FISCAL IMPACT:

There is a ten percent (10%) differential between the top-step salary range of the Park Maintenance Worker III and the top-step salary range of the Senior Facilities Maintenance Worker. Pursuant to the City of Lodi's Salary Policy, employees who promote into a higher classification are eligible for a minimum increase of five percent (5%), not to exceed the top salary step of the position into which they are promoting.

COUNCIL COMMUNICATION

FUNDING AVAILABLE:

Funding available in the PRCS Department's budget.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE RECLASSIFICATION OF ONE PARK MAINTENANCE WORKER III TO SENIOR FACILITIES MAINTENANCE WORKER, EFFECTIVE JULY 7, 2025

WHEREAS, the Lodi City Council approved the FY 2025/26 Budget ("Budget") at its June 4, 2025 Regular meeting; and

WHEREAS, the Budget included a request to reclassify one Park Maintenance Worker III, upon review by Human Resources; and

WHEREAS, Human Resource staff have conducted a reclassification review and determined that the incumbent is performing duties at a higher level as detailed in the Senior Facilities Maintenance Worker job description; and

WHEREAS, staff recommend that Council approve the reclassification of Mr. Colin Likiliki, Park Maintenance Worker III to Senior Facilities Maintenance Worker, retro-actively to July 7, 2025; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the reclassification of Mr. Colin Likiliki, Park Maintenance Worker III to Senior Facilities Maintenance Worker, effective July 7, 2025.

Dated: August 20, 2025

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025, by the following vote:

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

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing the Acting City Manager to Execute a Professional Service Agreement with Motorola Solutions Inc., a Delaware corporation, for Repair and Maintenance of Ultra High Frequency (UHF) Conventional Multi Site Radio Communications System with a Sum Not-To-Exceed \$247,345 (ISD-IT)

MEETING DATE:

August 20, 2025

PREPARED BY:

Jack Haddon, Interim Information Technology Manager

RECOMMENDED ACTION:

Adopt a Resolution Authorizing the Acting City Manager to execute a Professional Service Agreement with Motorola Solutions Inc., a Delaware corporation, for Repair and Maintenance of Ultra High Frequency (UHF) Conventional Multi Site Radio Communications System with a sum not-to-exceed \$247,345 (ISD-IT)

BACKGROUND INFORMATION:

On October 3, 2019, Council approved Resolution 2019-178 for the purchase and replacement of the Ultra High Frequency Conventional Multisite Public Safety radio communications system (UHF system) from Motorola Solutions, Inc. This system is used by the Police and Fire departments for emergency communications. The Resolution included a four-year professional service agreement with Delta Wireless, Inc. for the support and maintenance of said equipment.

The City historically purchases a service contract that provides routine and emergency support for its core radio equipment in the Police and Fire departments. There is no in-house expertise of the kind necessary to support this specialized, mission critical radio equipment.

On August 18, 2021, Council approved Resolution 2021-235 updating and extending the maintenance and support agreement with Delta Wireless through May 31, 2026; however, Delta Wireless ceased operations and officially cancelled their support on October 31, 2023.

On February 26, 2024, the Interim City Manager executed a short-term support agreement directly with Motorola Solutions, Inc. for the remainder of the 2024 fiscal year: November 1, 2023 through June 30, 2024.

Since July 1, 2024, Motorola has continued to provide out-of-contract support while coordinating a new third-party provider and negotiating maintenance and support contracts with all of Delta Wireless previous customers. City I.T. staff have been in continuous communication with Motorola Solutions, Inc. account representatives throughout this cooperative process.

Staff recommends authorizing the Acting City Manager to execute a three-year service agreement with Motorola Solutions Inc. for Repair and Maintenance of Ultra High Frequency (UHF) Conventional Multi Site Radio Communications System with a sum not-to-exceed \$247,345.

COUNCIL COMMUNICATION

STRATEGIC VISION:

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

FISCAL IMPACT:

The City will pay an annual support fee over the three-year agreement term (2024-2027). The annual cost will be divided evenly between the police and fire department budgets. The total contract amount is precisely \$247,344.59.

FUNDING AVAILABLE:

Fiscal Year 2024/25 & 2025/26 annual expenses have been included in the adopted budgets; FY 2026-27 will be programmed accordingly.

Department	Budget Account	FY 24/25	FY 25/26	FY 26/27
Fire	10041000.72450	\$38,468.47	\$41,161.27	\$44,042.55
Police	10031004.72450	\$38,468.47	\$41,161.28	\$44,042.55
Totals		\$76,936.94	\$82,322.55	\$88,085.10

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MOTOROLA SOLUTIONS, INC., a Delaware corporation qualified to do business in California (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 Repair and Maintenance of Ultra High Frequency (UHF) Conventional Multi-Site Radio Communications System (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 July 1, 2024 and terminates upon the completion of the Scope of Services or on June 30, 2027, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

Upon mutual written agreement of the parties, CITY may extend the terms of this Agreement for an additional one (1) year extension; provided, CITY gives CONTRACTOR no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event CITY exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under

this paragraph, shall not exceed four (4) 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

City will pay for services annually in advance of each year of the plan.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services but is subject to Clause 8.3 of the service agreement on Quote 2947680. 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. Notwithstanding the foregoing, CONTRACTOR shall not be obligated to create or maintain any documents not created or maintained in the ordinary course of business, nor shall CONTRACTOR be obligated to disclose any information that it treats as confidential or proprietary in the ordinary course

of its business.

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

As applicable 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, and employees from and against any third-party 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, upon mutual agreement of the parties, participate in the defense of any claim related in any way to this indemnification. 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: Jack Haddon

To CONTRACTOR: Motorola Solutions, Inc.
 500 W. Monroe Street
 Chicago, IL 60661
 Attn: Ian Castro

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

This Agreement does not contemplate, authorize or support acquisition of custom hardware or software products, documents, or services. If CONTRACTOR and CITY seek to contract for such products or services, they must use a separate contract or execute an amendment of this Agreement. 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

JAMES LINDSAY
Acting City Manager

APPROVED AS TO FORM:

MOTOROLA SOLUTIONS, INC., a
Delaware corporation qualified to do
business in California

By: _____
for KATIE O. LUCCHESI
City Attorney 

By: _____
Name: RICHARD SASAI
Title: Regional Service Manager

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

Funding Source: 50% 10041000.72450 and 50% 10031004.72450
(Business Unit & Account No.)

Doc ID:

CA: Rev.04.2025-LT (CA Formatted)



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-2947680
 Contract Number: USC000871678
 Contract Modifier:

Date: 01-23-2025

Company Name: LODI, CITY OF
Attn:
Billing Address: 221 W PINE ST
City, State, Zip: LODI , CA, 95240
Customer Contact: Jack Haddon
Phone: 209-433-6162

Required P.O. :
 PO # :
 Customer # :1012547959
 Bill to Tag # :
 Contract Start Date :01-Jul-2024
 Contract End Date :30-Jun-2027
 Payment Cycle :ANNUAL

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$106,091.70
	SVC01SVC1420C	LOCAL INFRASTRUCTURE REPAIR	\$104,475.82
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$13,440.30
	LSV01S01290A	ASTRO K CORE WINDOWS CLIENT AND CONSOLE	\$23,336.77
		Subtotal - Recurring Services	\$20,612.05
		Subtotal - One-Time Event Services	\$0.00
		Total	\$247,344.59
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Lodi City 3 Years 2024-2027 Maintenance Services - K2 Core, Dispatch with 6 Consoles & 6 older Infrastructure sites.

Per attached equipment list for K2 Core, Dispatch and Infrastructure.

Due to the end of life and age of the Infrastructure equipment covered by this Service Agreement, parts are subject to availability and Motorola's commitment to continue to provide maintenance and support must be on a "commercially reasonable effort" basis.

TOTALS

Year 1 2024/2025 = \$76,936.94
 Year 2 2025/2026 = \$82,322.55
 Year 3 2026/2027 = \$88,085.10

SUA II (Service Update Agreement) for the K2 Core & Dispatch site are on USC000582598. The SUA II requires the ASTRO SUS K CORE WINDOWS CLIENT AND CONSOLE service.

This Quote expires 90 Days from 06/14/25.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2947680
Contract Number:
Contract Modifier:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)		
-----------------------	--	--

<i>Richard Sasai</i>	RSM	05-07-2025
----------------------	-----	------------

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Richard Sasai	206-833-5073	
---------------	--------------	--

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	
-------------------------------------	-------	--

Company Name : LODI, CITY OF

Contract Number :

Contract Modifier :

Contract Start Date : 01-Jul-2024

Contract End Date : 30-Jun-2027

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2947680
Contract Number: USC000871678
Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any

Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2947680
Contract Number: USC000871678
Contract Modifier:

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

11.j Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

“ MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2947680
Contract Number: USC000871678
Contract Modifier:

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

11.2 Motorola will 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 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2947680
Contract Number: USC000871678
Contract Modifier:

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2947680
Contract Number: USC000871678
Contract Modifier:

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. **Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise. **NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

2. **Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. **Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. **Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. **The Parties hereby enter into this Acknowledgement as of the last signature date below.**

Revised Sept 03, 2022



EXHIBIT C

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

Insurance Requirements for IT Vendor Services

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

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 of **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limits of **\$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 limits of **\$1,000,000** per accident for bodily injury, disease or disease policy limit.
4. **Cyber Liability Insurance,** with limits of **\$2,000,000** per claim, and \$2,000,000 annual aggregate. Coverage shall be respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property (excluding patents and trade secrets), including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

Other Insurance Provisions:

(a) Additional Insured Status

The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be included 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 Commercial General Liability and Automobile Liability insurance coverage shall be primary coverage as respects the Entity, its officers, officials, employees, and volunteers. Any Commercial General Liability and Automobile Liability 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 Commercial General Liability, Automobile Liability, and Workers Compensation insurance policies. Contractor agrees to obtain required endorsement 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
The Commercial General Liability, Automobile Liability, and Workers Compensation policies will be endorsed to provide a thirty 30-day prior written notice of cancellation to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (f) Continuity of Coverage
All required policies shall be in effect on or before the first day of the Term of this Agreement. At renewal of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Agreement. Contractor shall provide proof of continuing insurance on an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately obtain replacement insurance.
- (g) Failure to Comply
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
Contractor shall furnish the City with a copy of certificates and endorsements. 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 Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance certificates and endorsements required by these specifications. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) 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.
- (j) 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
- (k) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
 1. The Retroactive Date must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for **at least** three (3) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a three (3) years after completion of contract work.
- (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 reasonably acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MOTOROLA SOLUTIONS INC., A DELAWARE CORPORATION, FOR REPAIR AND MAINTENANCE OF ULTRA HIGH FREQUENCY (UHF) CONVENTIONAL MULTI SITE RADIO COMMUNICATIONS SYSTEM WITH A SUM NOT-TO-EXCEED \$247,345 (ISD-IT)

=====

WHEREAS, on October 3, 2019, Council approved Resolution 2019-178 for the purchase and replacement of the Ultra High Frequency Conventional Multisite Public Safety radio communications system (UHF system) from Motorola Solutions, Inc. including a four-year professional service agreement with Delta Wireless, Inc. for support and maintenance; and

WHEREAS, on August 18, 2021, Council approved Resolution 2021-235 updating and extending the maintenance and support agreement with Delta Wireless through May 31, 2026; and

WHEREAS, Delta Wireless ceased operations and officially cancelled their support on October 31, 2023; and

WHEREAS, on February 26, 2024, the Interim City Manager executed a short-term support agreement directly with Motorola Solutions, Inc. for the remainder of the 2024 fiscal year: November 1, 2023 through June 30, 2024; and

WHEREAS, since July 1, 2024, Motorola has continued to provide out-of-contract support while coordinating a new third-party provider and negotiating maintenance and support contracts with all of Delta Wireless previous customers; and

WHEREAS, Staff recommends maintaining a service contract that provides routine and emergency support for its core radio equipment in the Police and Fire departments since there is no in-house expertise of the kind necessary to support this specialized, mission critical radio equipment.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager to execute a Professional Service Agreement with Motorola Solutions Inc. for repair and maintenance of the Motorola Ultra High Frequency Conventional Multisite Public Safety Radio Communications System with a sum not-to-exceed \$247,345, paid over a three-year agreement term; and

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

Dated: August 20, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Expansion of DIY Commercial Lighting Pilot Program to Additional Commercial Corridors (EU)

MEETING DATE:

August 20, 2025

PREPARED BY:

Melissa Price, Assistant Electric Utility Director

RECOMMENDED ACTION:

Adopt a resolution authorizing the expansion of the DIY Commercial Lighting Pilot Program to additional commercial corridors.

BACKGROUND INFORMATION:

On April 2, 2025, City Council authorized a no-cost amendment to Lodi Electric Utility's (LEU) contract with Efficiency Services Group, LLC (ESG) for implementation of a DIY commercial lighting pilot program on Central Avenue between Lodi Avenue and Tokay Street, and between Cherry Street and Watson Street.

Shortly after Council approval, LEU staff worked with ESG to establish a list of businesses in the area which were all contacted by mail, in person, or both regarding program requirements and offerings. A marketing flyer was created and distributed in both English and Spanish. As a reminder, the pilot program was established using existing funds of approximately \$300,000 available as a result of reduced demand for LEU's residential direct install program. The original DIY commercial lighting pilot program and initial target area was established in consultation with Luis Aguilar, the City's Economic Development Director, to provide businesses with an additional resource to enhance the efficiency, safety and aesthetics of their establishment, while advancing the Council's goals by expanding economic opportunities in the Central Avenue commercial corridor. The scope of the effort includes ESG's assessment of existing lighting, identification of specific lighting retrofit fixtures, as well as delivery and inspection of the installations. Business owners are able to install the improvements themselves, or hire a contractor for a more extensive replacement.

Unfortunately, ESG has reported initial demand as less than expected. Many properties in the area are either residential or smaller commercial entities with very minor upgrade needs. Originally, three businesses indicated interest in participating, with two having signed participation agreements. ESG recently informed LEU that only one of the two signed projects will be going through. One business backed out of participating and the third business has yet to respond. The only confirmed project has an estimated project cost of less than \$3,000.

Following discussions with ESG and Director Aguilar, LEU is proposing to expand outreach efforts and program offerings to the Cherokee Lane commercial corridor and possible additional areas in consultation with Director Aguilar, to maximize potential opportunities and savings as part of this initial pilot program prior to the expiration of ESG's contract at the end of this fiscal year. Funding will continue to be made available to the

COUNCIL COMMUNICATION

Central Avenue corridor and funds will be distributed on a first come, first served basis.

This effort will continue to enhance LEU's existing robust portfolio of energy efficiency rebates and financial assistance programs available to commercial and industrial customers.

STRATEGIC VISION:

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

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Funds included in ESG's existing authorized contract.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING EXPANSION OF
DIY COMMERCIAL LIGHTING PILOT PROGRAM TO ADDITIONAL
COMMERCIAL CORRIDORS

=====

WHEREAS, on April 2, 2025, City Council authorized a no-cost amendment to Lodi Electric Utility's (LEU) contract with Efficiency Services Group, LLC (ESG) for implementation of a DIY commercial lighting pilot program on Central Avenue between Lodi Avenue and Tokay Street, and between Cherry Street and Watson Street; and

WHEREAS, LEU staff worked with ESG to establish a list of businesses in the area which were all contacted by mail, in person, or both regarding program requirements and offerings, and a marketing flyer was created and distributed in both English and Spanish; and

WHEREAS, ESG has reported initial demand as less than expected as many properties in the area are either residential or smaller commercial entities with very minor upgrade needs; and

WHEREAS, originally three businesses indicated interest in participating, with two signing participation agreements; however, one business has since withdrawn and another has yet to respond with total installation costs for the remaining project at less than \$3,000; and

WHEREAS, following discussions with ESG and Luis Aguilar, the City's Economic Development Director, LEU is proposing to expand outreach efforts and program offerings to the Cherokee Lane commercial corridor and possible additional areas in consultation with Director Aguilar to maximize potential opportunities and savings as part of this initial pilot program prior to the expiration of ESG's contract at the end of this fiscal year; and

WHEREAS, funding will continue to be made available to the Central Avenue corridor and funds will be distributed on a first come, first served basis; and

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

WHEREAS, this proposed program will enhance LEU's existing robust portfolio of energy efficiency rebates and financial assistance programs available to commercial and industrial customers.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize expansion of the DIY Commercial Lighting Pilot Program to additional commercial corridors throughout the City in consultation with the City's Economic Development Director.

Dated: August 20, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing City Manager to Execute a Professional Services Agreement for Parks and Recreation Property Planning and Design Services to WMB Architects of Stockton, California (\$199,920) (PRCS)

MEETING DATE:

August 20, 2025

PREPARED BY:

Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION:

Adopt a resolution authorizing City Manager to execute a Professional Services Agreement for Parks and Recreation Property Planning and Design Services to WMB Architects of Stockton, California in the amount of \$199,920.

BACKGROUND INFORMATION:

This project was submitted for 2024-2025 Community Development Block Grant (CBDG) funding consideration. City Council approved the 2024-2025 Annual Action Plan on May 1, 2024 per Resolution No. 2024-72, which included this project. The City submitted the project to the United States Department of Housing and Development (HUD) for approval on May 15, 2024, with program funds being made available July 1, 2024. The project’s scope of work includes obtaining architecture and engineering services including design development, construction drawings and specifications for a future renovation of the existing Lodi Parks and Recreation properties located at 125 and 111 North Stockton Street.

A Request for Proposals (RFP) was released and advertised to the public and proposals were due by June 11, 2025. The City received the following proposals in response to the RFP and were reviewed and scored. The proposals were evaluated for:

- Project understanding and approach to completing the scheduled outlined scope of work;
- Firm qualification, experience with similar kinds of work and reference checks;
- Quality and experience of staff proposed to this project and proposed manpower allocated to each work task, including subconsultants; and
- Present workload and staff availability.

Engineer’s Estimate		\$200,000
<u>Proposer/Bidder Firm</u>	<u>Location</u>	<u>Proposed Cost of Services</u>
WMB Architects	Stockton	\$199,920
NJA Architecture	Lodi	\$228,600
LDA Partners	Stockton	\$252,909

COUNCIL COMMUNICATION

After review and ranking of the three (3) proposals, the selection committee recommends proceeding with WMB Architects of Stockton, California as the firm demonstrated an in-depth project understanding and approach to the scope of work, demonstrated required qualifications and experience and proposed expert staff available to complete a successful project.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

This project is the first phase of developing the parks and recreation property to include the maintenance corporation storage yard, mechanics shop, staff work space and a community room for up to 50 people. This phase of the project shall be funded by CDBG funds.

FUNDING AVAILABLE:

Fiscal Year 2024-2025 Budget	CDBG-25001	\$215,000
------------------------------	------------	-----------

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WMB ARCHITECTS 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 Design of 111 and 125 N Stockton Street Properties (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 August 20, 2025 and terminates upon the completion of the Scope of Services or on August 20, 2026, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional one (1) 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 two (2) 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 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 3.4 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 3.5 (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 3.6 Auditing

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

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

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

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any 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: Christina Jaromay, PRCS Director

To CONTRACTOR: WMB Architects Inc.
5757 Pacific Ave. 226
Stockton, CA 95207-5159
Attn: Melanie Vieux, Principal Architect

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

JAMES LINDSAY
Acting City Manager

APPROVED AS TO FORM: WMB ARCHITECTS INC., a California Corporation

By: _____
for KATIE O. LUCCHESI
City Attorney 

Melanie Vieux
By: _____
Name: MELANIE VIEUX
Title: Principal Architect

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

Funding Source: CDBG-25001 & 35099000.77020
(Business Unit & Account No.)

Doc ID:

CA: Rev.04.2025-LT (CA Formatted)

Scope of Work

The scope of work includes obtaining architecture and engineering services to program and develop construction documents to renovate existing City of Lodi Parks and Recreation properties located on the east side of town; (design development, construction drawings and specifications, architectural, structural and electrical engineering) of Parks and Recreation properties at 111 and 125 N. Stockton Street. Planning shall include space(s) for mechanic shop, covered equipment storage, maintenance corporation storage yard, Parks Division and Recreation Division staff work office space, work-station areas, employee break-room with kitchenette, staff restrooms, maintenance staff locker rooms, maintenance "wet" laundry area, mechanical room(s), IT equipment room, small conference meeting room for 12 staff members and a community meeting room for up to 50 people. The renovation trade scope shall include but not be limited to framing, electrical, lighting, plumbing, HVAC, cabinetry case work, interior and exterior finishes and other related construction items to provide a biddable construction package. The existing office space shall be re-programmed and designed for the existing onsite Parks Division staff and maintenance crew and to relocate the Recreation staff back to the 125 N. Stockton Street property.



Proposal of Design Services for the City of Lodi Parks, Recreation & Cultural Services

111 & 125 N. Stockton Street



WMB ARCHITECTS

Prepared by

Melanie Vieux
Principal Architect
Brandon Kleinert
Architect II

Submitted on

June 11, 2025

Valid Until

September 9, 2025

Presented to

Steve Virrey, Parks and Properties
Superintendent
City of Lodi
Parks, Recreation and Cultural
Services
230 W. Elm Street
Lodi, CA 95240

WMB Architects
5757 Pacific Ave., Ste. 226
Stockton, CA 95207
2000 L St., Ste. 125
Sacramento, CA 95811

May 20, 2025

City of Lodi Parks, Recreation and Cultural Services
Attn: Steve Virrey, Parks and Properties Superintendent
230 W. Elm Street
Lodi, CA 95240

SUBJECT: Proposal for Parks and Recreation Property Planning & Design Services

Dear Mr. Virrey:

WMB Architects is pleased to submit to the City of Lodi our proposal for 111 and 125 N. Stockton Street. For over 50 years, WMB Architects has provided exceptional professional design services to cities and counties throughout northern California and has led numerous successful projects for the City of Lodi.

We have assembled a team of highly qualified firms with the experience and expertise necessary to successfully complete this project. The team is comprised of WMB Architects, HCS Engineering, Alexander Scheflo & Associates, Mozaffari Engineering and Baumbach & Piazza. Each of these firms has a history of successful partnerships with WMB.

We acknowledge that all proposals submitted in response to this RFP may be considered public information and we do not consider any part of our proposal to be proprietary. We affirm that there will be no substitution or reassignment of the proposed staff members or subconsultants without the prior written approval of the City.

WMB Architects and our partners bring the expertise necessary to design workspaces that not only meets the functional needs of the City but also foster a productive, welcoming environment for employees.

Sincerely,

Melanie Vieux
Principal Architect
CA License No. C30857

TABLE OF CONTENTS

Proposed Staff	4
Required Statement	11
Experience and References	12
Project Understanding	20
Scope of Work & Schedule	24
Resumes	30





Lange Twins Winery | Acampo



WMB ARCHITECTS

PROPOSED STAFF

PROPOSED STAFF

With over 50 years of experience serving public agencies across Northern California, WMB has built a strong reputation for delivering thoughtful, efficient, and functional design solutions for civic and administrative spaces. For more than four decades, we have maintained a trusted partnership with the City of Lodi, successfully completing numerous projects that support municipal operations and enhance public services.

WMB brings familiarity with the City's facilities, processes, and staff expectations and experience designing workspaces that meet the needs of City departments. Our experience with office renovations includes complete design services from programming and planning through construction documents and administration. We are well-versed in coordination, phasing, and technical requirements unique to public-sector projects.



For this project, WMB has assembled a skilled team of consultants. HCS Engineering will provide electrical engineering services, Alexander Scheflo & Associates will provide mechanical engineering services, Mozaffari Engineering will provide structural engineering services, and Baumbach & Piazza will provide civil engineering services if they are necessary. Each of these firms has a strong record of successful collaboration with WMB. Together, we offer the capabilities necessary to address the full range of design and engineering needs for this project.



WMB ARCHITECTS

WMB ARCHITECTS



Melanie Vieux

Principal Architect

BArch 1992 Architecture
California Polytechnic State University
San Luis Obispo, California

2006 Architecture, California C30857

Melanie is driven by the belief that strong client relationships are the foundation of successful design, and she takes pride in helping bring each client's vision to life. As a Principal Architect at WMB, she plays a key leadership role in the firm's strategic direction and project delivery, while fostering a collaborative culture that values the input and growth of every team member. Her leadership is shaped by over 31 years of experience in architectural design, project management, and community engagement. Beyond her work at WMB, Melanie actively contributes to the community through leadership roles with organizations such as the Mary Graham Children's Foundation, Rotary Club of Stockton, Goodwill Industries of San Joaquin Valley, the San Joaquin County Building Board of Appeals, and the City of Stockton Cultural Heritage Board.



Brandon Kleinert

Architect

BArch 2010 Architecture
California Polytechnic State University
San Luis Obispo, California

Architect, California C37777 (2019)

Brandon is a licensed architect with a strong foundation in project management, architectural design, and technical coordination. Since earning his Bachelor of Architecture from Cal Poly San Luis Obispo in 2010, Brandon has applied his expertise across a range of civic and institutional projects, including facilities for the cities of Brentwood, Manteca, and Lodi. With thoughtful attention to detail and creative problem-solving, Brandon approaches each project with enthusiasm. His portfolio includes work on municipal service centers, law enforcement support facilities, and community-focused renovations, showcasing his ability to deliver practical, responsive design solutions.



PROPOSED STAFF

MOZAFFARI ENGEERING



Andre Mozaffari

Civil Engineer
Structural Engineer

B.S. Civil Engineering,
California State University, Fresno

Civil Engineer - California: 43695
Structural Engineer - California 3959
Civil Engineer - Territory of Guam 1014
Structural & Civil Engineer - Nevada 12161

Andre Mozaffari is a licensed Civil and Structural Engineer with over three decades of experience and a portfolio of more than 9,800 completed projects. Andre has led the Mozaffari Engineering in delivering structural engineering services across a wide range of sectors—including commercial, civic, residential, industrial, and healthcare. His expertise spans from large-scale retail developments such as SaveMart Supermarkets and In-Shape Health Clubs to specialized facilities like medical offices, fire stations, and meat processing plants. Andre has contributed to numerous public and private projects for agencies such as the Cities of Lodi and Merced, and the Stanislaus and Merced County Housing Authorities.



Josh Easter

Structural Engineer

B.S Civil Engineering
Univeristy of the Pacific
Stockton, CA

Structural Engineer - S7260

Joshua Easter, S.E., is a skilled structural engineer with a broad range of experience in both new construction and retrofit design. He has contributed to the structural design and detailing of a wide variety of building types, including single-family residences, apartment complexes, hotels, and commercial structures. His expertise extends across wood, concrete, CMU, and steel systems, as well as foundation design for metal buildings and retaining wall structures. Joshua is also experienced in seismic upgrades and building retrofits, ensuring compliance with current building codes while preserving structural integrity.



PROPOSED STAFF

Alexander Scheflo & Associates



Mitchell Scheflo

Mechanical Engineer

1983 BS Environmental Engineering
California Polytechnic State University
San Luis Obispo, California

Mechanical Engineer M-025588 CA 1988

With over 27 years of experience, Mitchell specializes in hydraulic, plumbing, and air conditioning system design, including industrial piping and plumbing plant projects. His expertise extends to cost analysis, mechanical system evaluations, solar feasibility studies, and rate studies. He has worked extensively with both private and public sector clients, including multiple cities and counties in California. Notably, Mitch has contributed to civic and community projects such as remodels and upgrades for the City of Lodi.

HCS ENGINEERING



Richard Smith

Electrical Engineer

Master of Science in Electrical Engineering
University of Idaho 2005

Bachelor of Science in Electrical Engineering with Honors,
California State University, Sacramento 1990

Bachelor of Science in Computer Science,
California State University, Chico 1987

Registered Electrical Engineer in California - E14303

Registered Electrical Engineer in Oregon - E17605

Registered Electrical Engineer in Arizona - E30833

Registered Electrical Engineer in Nevada - E013006

Registered Electrical Engineer in Idaho - EE8786

Richard Smith, P.E. has 23 years of experience in electrical design and project management. His work includes lighting, power systems, and controls design, as well as construction oversight for a wide range of public and private projects. Richard manages projects from feasibility through construction, focusing on technical accuracy, code compliance, and cost-effective solutions. His engineering approach emphasizes clearly defined system operations and practical design execution.



PROPOSED STAFF

BAUMBACH & PIAZZA

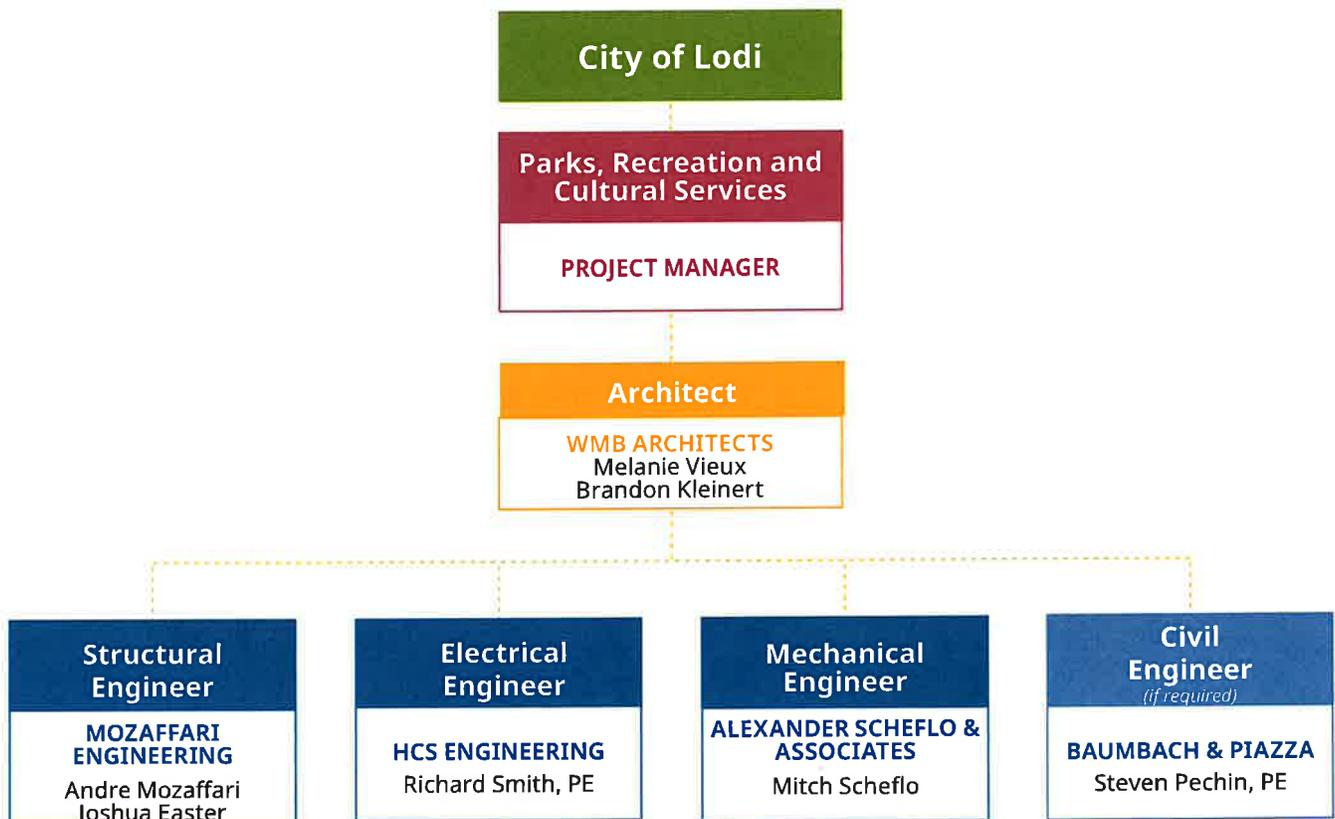
Steven Pechin

Civil Engineer

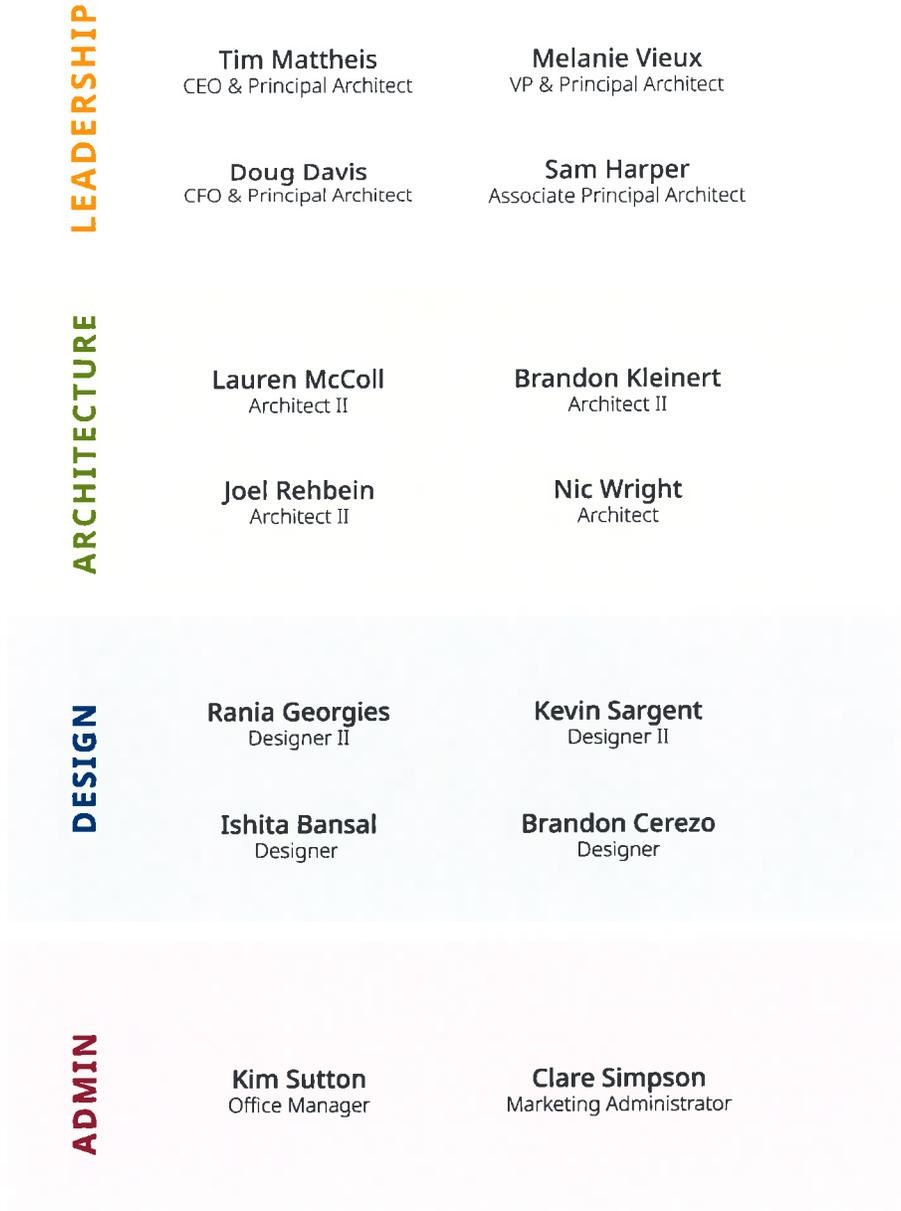
1982 BS Civil Engineering
University of California
Berkeley, California
Professional Engineer, California RCE 42764

Steven Pechin has over 40 years of experience as a civil engineer, including 35 years serving as Principal Engineer at Baumbach & Piazza, Inc. Over the course of his career, Steve has led a wide range of civil infrastructure and site design projects. His expertise includes grading, paving, drainage, stormwater management, and utility design, with a strong emphasis on developing practical, sustainable solutions that align with regulatory requirements and client goals.

PROJECT ORGANIZATION CHART



WMB ORGANIZATION CHART



The design team for this project will consist of Melanie Vieux and Brandon Kleinert, but will be supported by architects and designers as needed.



STAFF AVAILABILITY

WMB has the internal capacity to balance this project alongside other commitments. Our team maintains a carefully managed workload to ensure each client receives the attention their project requires. We are fully committed to meeting the City's timeline for this project and will work closely with staff and consultants to ensure the project stays on track through every phase. Our team is prepared to maintain full engagement throughout the duration of the project. We have conferred with our subconsultants and they have affirmed that their availability allows them to meet the needs of this project. Below you will a table showing the percentage of time each partner expects to commit to this project, however we understand that needs may vary and we are able to adapt as needed.

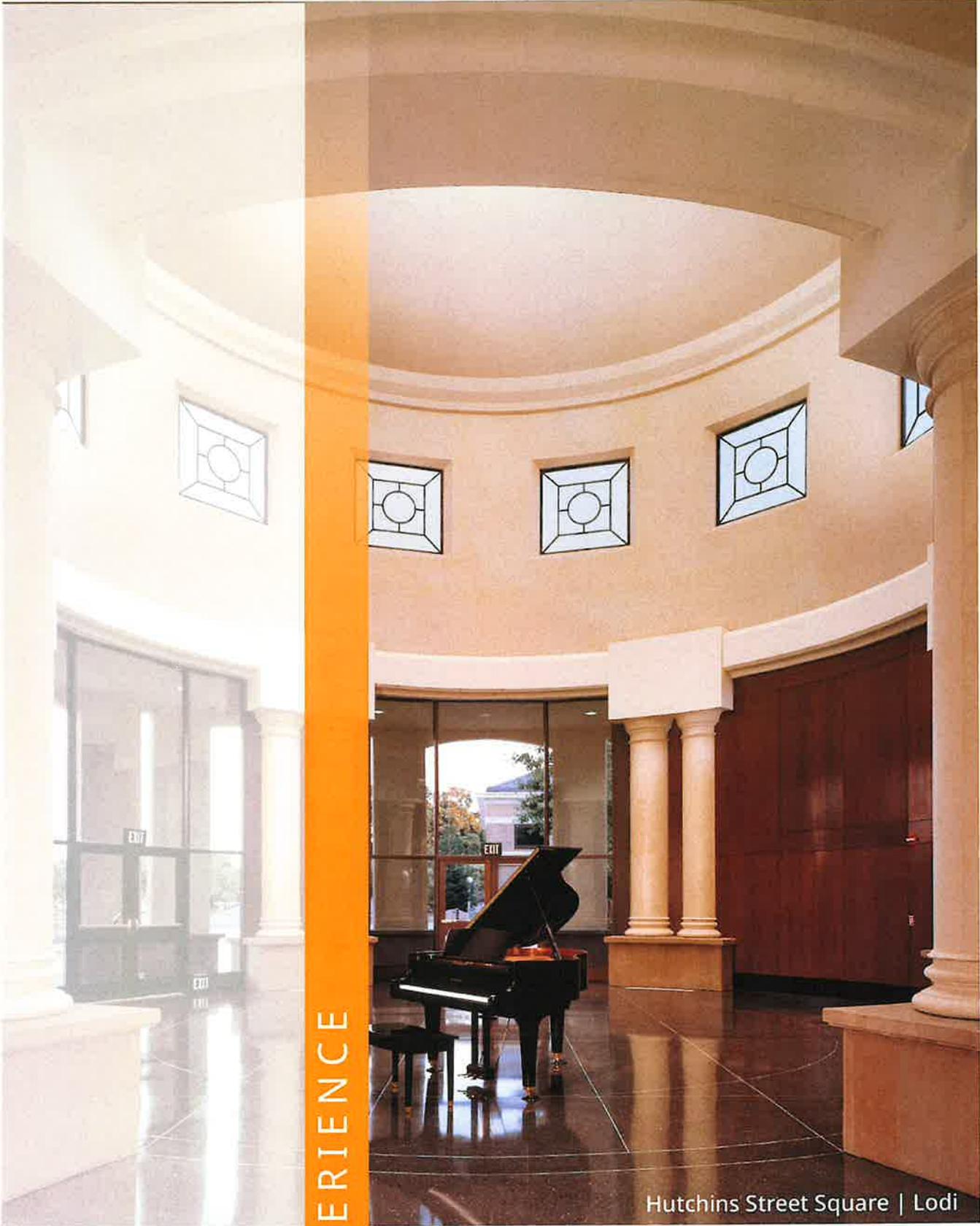
STAFF AVAILABILITY

Phase	WMB		Mozaffari		HCS Eng		Scheffo	
	Principal	Staff	Principal	Staff	Principal	Staff	Principal	Staff
Investigation	5%	20%	10%	20%	5%	20%	5%	20%
Schematic Design	10%	20%	10%	25%	10%	20%	10%	20%
Design Dev.	10%	25%	10%	25%	10%	25%	10%	25%
Construction Docs	10%	30%	20%	30%	10%	30%	10%	30%
Permitting	5%	10%	5%	10%	5%	10%	5%	10%
Bid Phase	5%	15%	5%	15%	5%	10%	5%	15%
Construction Admin.	5%	30%	5%	20%	5%	30%	5%	30%

REQUIRED STATEMENT:

WMB Architects affirms that there will be no substitution or reassignment of the proposed staff members or subconsultants without the prior written approval of the City.





EXPERIENCE

Hutchins Street Square | Lodi



WMB ARCHITECTS

EXPERIENCE



For four decades WMB has proudly partnered with the City of Lodi, delivering architectural services across a diverse portfolio of civic projects. In addition to prominent public facilities such as City Hall, the Lodi Public Library, and Zupo Field, WMB has led numerous master planning and renovation efforts for the City's administrative spaces.

Since the 1980s, WMB has completed over 30 projects at Hutchins Street Square—an iconic community landmark at the heart of Lodi. These initiatives have spanned the full spectrum of WMB's capabilities, including planning, renovations, additions, and interior design.

When the City undertook the renovation of City Hall in 1996, WMB was entrusted with enhancing this vital civic space. In 2009, the City looked to improve vehicle circulation and redesign the outdoor storage yard at the Transit Vehicle Maintenance Facility. WMB provided programming, master planning, and schematic design services to help the City maximize operational efficiency and site functionality.

That same year, the City also repurposed the Municipal Court #1 building to accommodate its Finance Department. WMB delivered a comprehensive suite of services for the project, including architectural design, construction documentation, and construction administration.

WMB values its longstanding relationship with the City of Lodi and remains committed to delivering thoughtful and functional design solutions. The following pages showcase a selection of projects that reflect our experience working with municipalities and private organizations, particularly in the design of office and workshop environments.



WMB ARCHITECTS

Community | Community Center | Theatre

HUTCHINS STREET SQUARE COMMUNITY CENTER

Lodi, Ca

PROJECT DATA

CLIENT

City of Lodi
Charlene Lange
Former Center Director
(209) 334-9780

PROFESSIONAL SERVICES

Programming
Master Planning
Community workshops
Phasing strategies
Design
Construction
Documents
Construction
Administration

FACILITY SIZE

10.9 acres

CONSTRUCTION COST

\$20 million for
4 major phases

CONSTRUCTION COMPLETED

2000

PROJECT FEATURES

Adaptive reuse of a
high school campus
which had been heavily
damaged by fire
Performing arts theatre
Conference & meeting
rooms
Senior complex
Indoor pool
Community recreation
hall
Black box theatre /
gallery
Children's day camp
3 acre park



Community | Municipal

LODI CITY HALL RENOVATION

Lodi, Ca

PROJECT DATA

CLIENT

City of Lodi
Gary Wiman, Project
Manager
(209) 333-6800

PROFESSIONAL SERVICES

Civic Center Master
Planning
Civic Center
Programming
Facility Evaluation
Design
Construction Documents
Construction
Administration

FACILITY SIZE

18,425

CONSTRUCTION COST

\$3 million

CONSTRUCTION

COMPLETED

1996

PROJECT FEATURES

Structural, mechanical,
electrical renovation
Interior remodel and
renovation



Community

TRANSIT VEHICLE MAINTENANCE FACILITY

Lodi, Ca

PROJECT DATA

CLIENT

City of Lodi
Gary Wiman
(209) 333-6800

PROFESSIONAL SERVICES

Program
Master Plan
Schematic Design

FACILITY SIZE

10,000 sf

CONSTRUCTION COST

\$3.66 million

CONSTRUCTION

COMPLETED

2009

PROJECT FEATURES

Needs assessment and programming efforts included surveys, interviews and workshops

Master plan to re-design the outdoor storage yard, improve circulation patterns for vehicles and maximize safety.

Building to house work bays for vehicles up to 45 feet in length, welding shop, parts rooms, storage and staff support areas.



Community

LODI PUBLIC LIBRARY TEENS@201

Lodi, Ca

PROJECT DATA

CLIENT

Lodi Public Library
Gary Wiman
City Project Manager
209-333-6800 x2054

PROFESSIONAL SERVICES

Programming
Schematic Design
Construction Documents
Permitting
Construction
Administration

FACILITY SIZE

1,800 sf Interior
Renovation
900 sf Courtyard

CONSTRUCTION COST

\$830,000

COMPLETION DATE

2018

PROJECT FEATURES

A dedicated area within the Library for the teen population

Built-In Booths and **Cubies** for collaborative teen study

Digital displays and audio equipment for enhanced technology experience



Community

CITY OF MANTECA ANIMAL CONTROL FACILITY & VEHICLE MAINTENANCE FACILITY

Manteca, Ca

PROJECT DATA

CLIENT

City of Manteca

PROFESSIONAL SERVICES

Bridging Documents
including schematic
drawings and
performance
specifications

FACILITY SIZE

21,273 sf

COMPLETED

2011

COST OF CONSTRUCTION

\$4 million



Community

ALL VETERANS PLAZA

Lodi, Ca

PROJECT DATA

CLIENT

City of Lodi
Gary Wiman, Project
Manager
(209) 333-6800

PROFESSIONAL SERVICES

Design
Construction Documents
Construction
administration

CONSTRUCTION COST

\$450,000

CONSTRUCTION

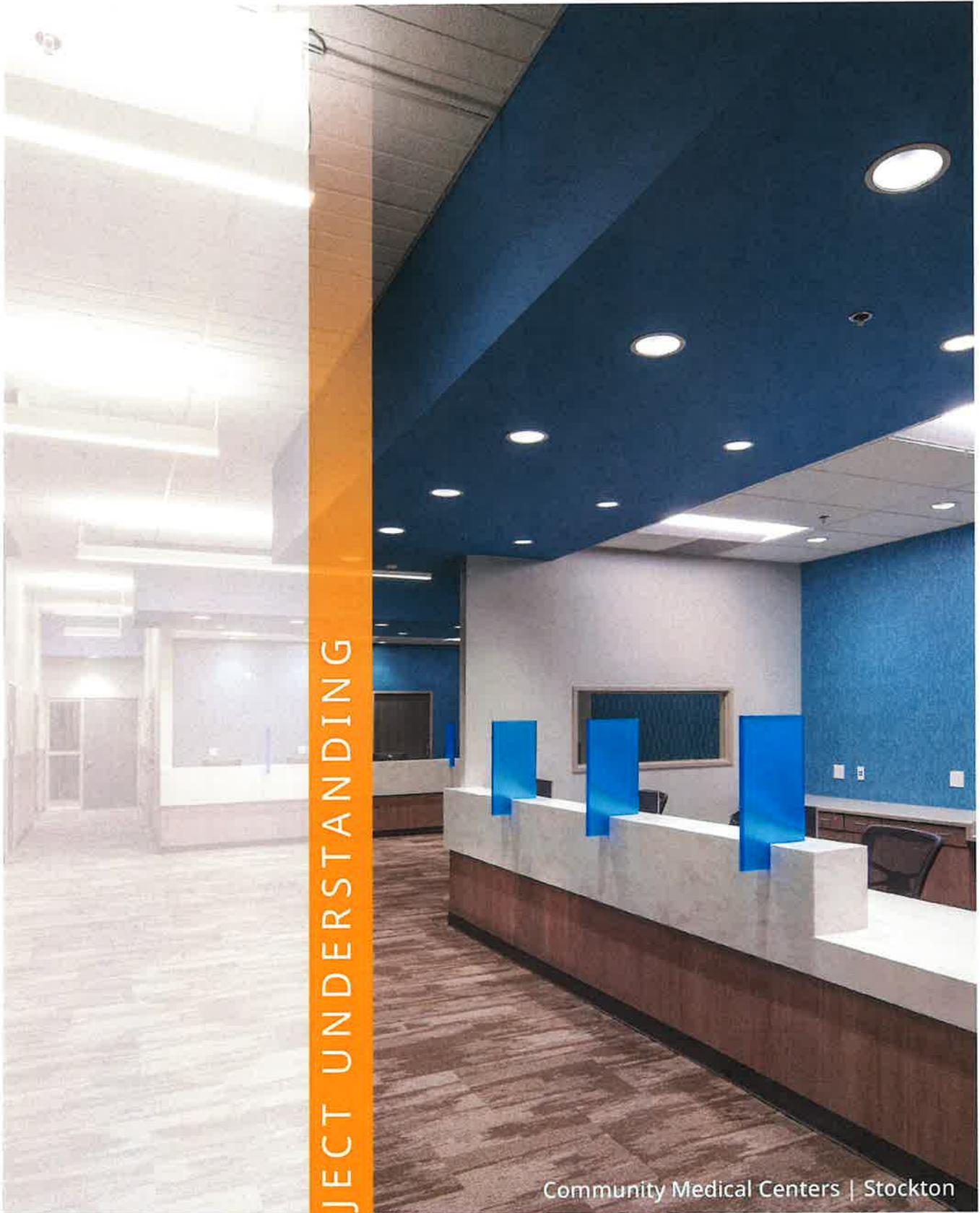
COMPLETED

2002

PROJECT FEATURES

Linear plaza, fountain and
sculpture create a civic
memorial in the heart of
downtown Lodi





Community Medical Centers | Stockton



WMB ARCHITECTS

PROJECT UNDERSTANDING

PROJECT UNDERSTANDING

City of Lodi Parks and Recreation departments are currently working in separate buildings. The proposed project would give both Parks and Recreation departments an opportunity to work under the same roof and share resources.

Also included in this project are mechanical, solar panel, and EV upgrades as described in the ConSol recommendation report.

Key Project Issues

The successful completion of this project will involve the phasing of work to enable the various Parks and Recreation staff to occupy new spaces as they become completed, thus setting the stage for subsequent phases to begin. Please see attached diagram to illustrate WMB's understanding of the project phases.

The following three phases are identified:

- **Phase I:** Tenant Improvement of existing office building at 125 N. Stockton Street for relocation of Parks staff (currently located at 111 N. Stockton Street).
- **Phase II:** Tenant Improvement of existing space at 111 N. Stockton Street to accommodate staff and equipment currently associated with the current maintenance shop. Construction of Phase II will commence after Phase I construction is completed and Parks staff have been relocated to their new offices at 125 N. Stockton Street.
- **Phase III:** Demolition of existing maintenance shop to accommodate new office building for the relocation of Recreation staff (currently located 230 W. Elm Street). Construction of Phase III will commence after Phase II construction is completed and maintenance shop has been relocated to 111 N. Stockton Street.

Engineering Constraints

- **Mechanical, electrical, and plumbing:** Existing systems shall be evaluated to ensure that their capacity is adequate to serve new and remodeled areas. Expansions or modifications to existing systems will be proposed if required.
- **Structural Engineering:** New foundation and superstructure shall be designed for Phase III new construction. It is not anticipated that structural work will be required for Phase I & II tenant improvements, however, an allowance is proposed to cover any unforeseen conditions.
- **Civil Engineering:** Modifications to stormwater drainage and utility connections may be required for Phase III depending on design of new building. An allowance for civil engineering is proposed to cover this possible scope. Civil engineering scope is not anticipated for Phases I & II.



Milestones

- **Program Confirmation:** Series of meetings with Parks and Recreation staff to confirm programming needs and project requirements.
- **Schematic Design:** Preliminary layouts for three phases, concept design of new construction (Phase III Recreation offices).
- **Design Development & Construction Documents:** Integration of building systems and detailing.
- **City Approvals:** Phase I to be permitted first, Phase II and III permit submittals to follow as described below.
- **Bidding and Construction:** Although these services are not requested by the RFP and it is assumed that they will be provided as an additional service.

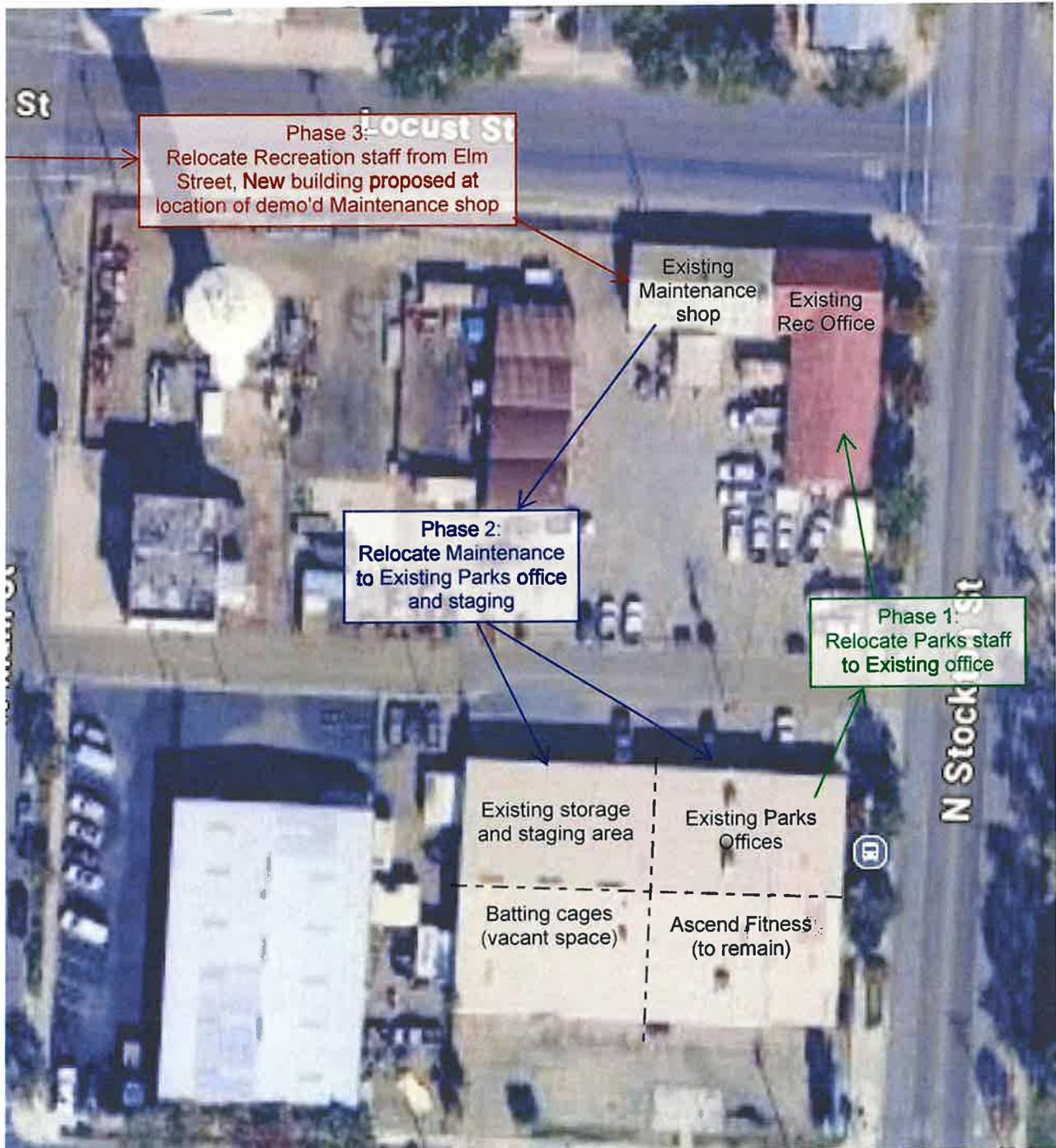
Required Approvals

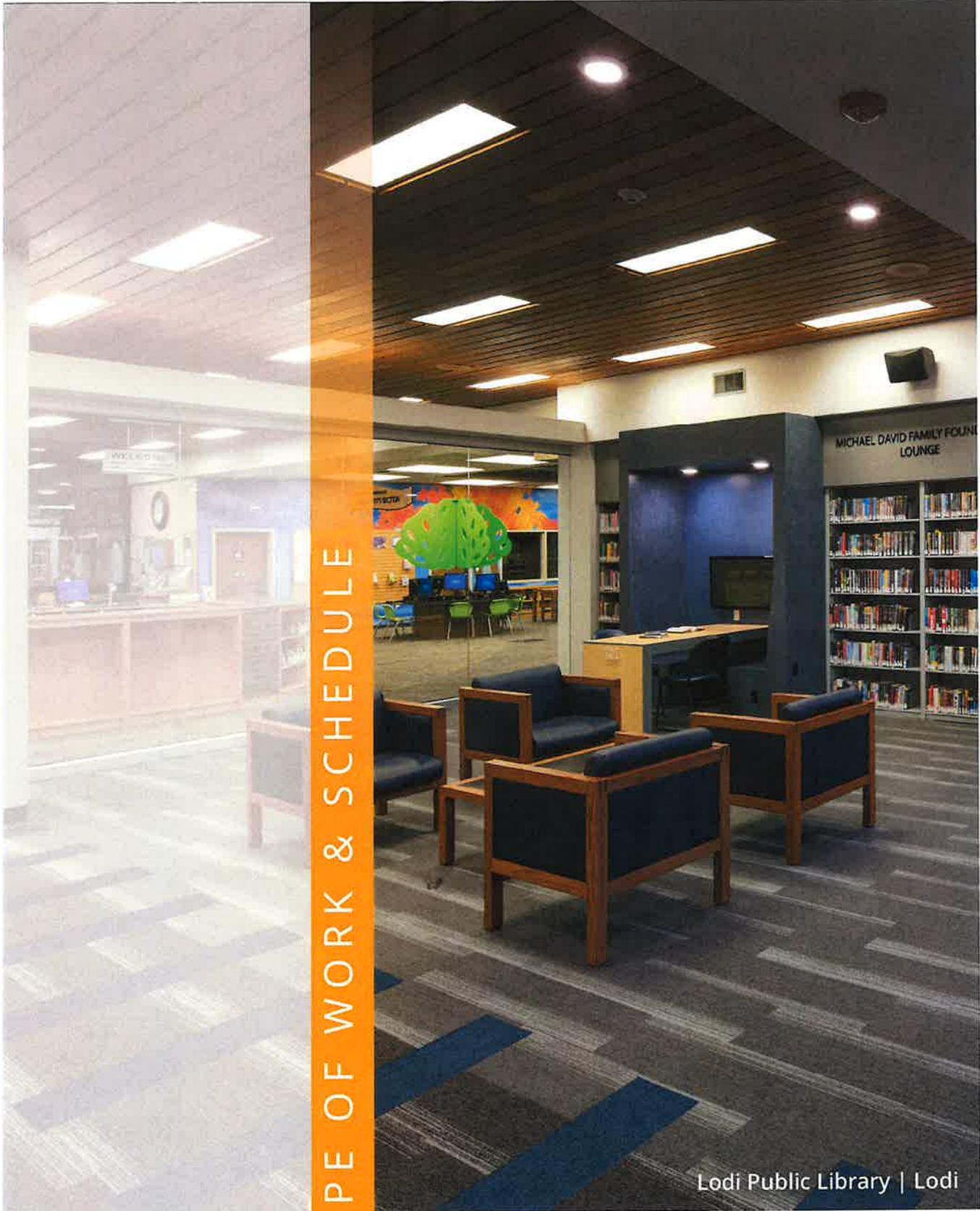
It is anticipated that all three phases will go through the City of Lodi permitting process to obtain building permits. As stated above, the timing of permit submittals will be considered to allow for construction time and to prevent permits from expiring.

It is anticipated that Phase III will be required to undergo design review through City of Lodi Planning department. The design review package will be submitted to allow time for planning approvals to be obtained prior to Phase III building permit submittal.



PROJECT UNDERSTANDING





Lodi Public Library | Lodi



WMB ARCHITECTS

SCOPE OF WORK & SCHEDULE

SCOPE OF WORK

Task 1 Investigation

- 1.1 Conduct a site/building visit to examine and document existing conditions. Measure and document as-built conditions.
- 1.2 Develop CAD/Revit base plans for the building utilizing as-built drawings and field measurements.
- 1.3 Establish design team and Client contact information list, with designated points of contract and communication.
- 1.4 Initiate geotechnical investigation and report.
- 1.5 Schedule, prepare and conduct program interviews with designated stakeholders.
- 1.6 Diagram of the size and requirements to be met by all the spaces in the facility - along with a square footage summary.
- 1.7 Send the Program and square footage summaries to the Client for review.

Deliverables:

- A. *Program square footage summary.*

Task 2 Schematic Design

- 2.1 Develop Revit base models of the buildings. Distribute to design team.
- 2.2 Develop a preliminary CAD site plan. Distribute to design team.
- 2.3 Conduct a design team and Client meeting at the site for site inspections of existing utility points of connections.
- 2.4 Receive Client's testing results of fire and domestic water pressure from the existing on-site systems.
- 2.5 Develop the building designs based on the confirmed program, and critique of the initial proposed design plans.
- 2.6 Conduct initial building code compliance evaluation.
- 2.7 Conduct internal design team meetings of building and site development.
- 2.8 Prepare schematic design plans and model views to represent the proposed project site and building designs. Distribute schematic design drawing copies and files for review by Client.
- 2.9 Develop a schematic design cost estimate.
- 2.10 Conduct a review meeting with Client of proposed design and cost estimate.

Deliverables :

- A. *Schematic building design drawings and model renderings; site plan, floor plans, typical building section, exterior elevations and perspective views.*
- B. *Schematic cost estimate.*

SCOPE OF WORK

Task 3 Design Development

- 3.1 Prepare Design Development documents to fix and describe the building systems for the entire project. Documentation to represent a 60% completion of construction documents.
- 3.2 Conduct final building code compliance evaluation.
- 3.3 Prepare cut sheets for all site and building system components –architectural, structural, mechanical, plumbing, and electrical.
- 3.4 Prepare initial interior finishes design for finish materials and color palettes. Conduct a separate review meeting with Client for review of interior finishes.
- 3.5 Coordinate with all approving agencies for utility services.
- 3.6 Provide Client with 60% plans set documents for their review. Conduct an internal design team quality control document coordination review.
- 3.7 Develop a 60-% budget level cost estimate.
- 3.8 Conduct a review meeting with the Client to discuss their review of developing design/ construction documents and the cost estimate.
- 3.9 Attend one meeting with Client to adjust design/building based on achieving value engineering goals.

Deliverables:

- A. *Design development drawings representing 60% completion of construction documents for all building systems - architectural, structural, mechanical, plumbing, electrical power, lighting, and signal systems.*
- B. *Cut sheets of all equipment and fixtures for all building systems.*
- C. *Samples and cut sheets of Initial interior material finishes palette selections.*
- D. *60% completion budget level cost estimate.*
- E. *Summary of value engineering recommendations and decisions.*

Task 4 Construction Documents

- 4.1 Update base Revit model with changes from Client value engineering meeting.
- 4.2 Prepare 90% Construction Documents including drawings, specifications and calculations as required for obtaining City of Lodi building permits and for bidding and constructing the projects.
- 4.3 Prepare cut sheets for all site and building system components.
- 4.4 Prepare San Joaquin Valley Air Pollution Control District Air Quality
- 4.5 Prepare final interior finishes design for finish materials.
- 4.6 Complete Title 24 Energy Performance Calculations for HVAC and lighting/power systems.
- 4.7 Coordinate with all approving agencies for utility services.
- 4.8 Prepare specifications for all building systems.
- 4.9 Provide Client 90% completion plans set documents for review. Conduct an internal quality control review of all documents. Distribute all review comments to team for coordination and development of 100% drawings.

SCOPE OF WORK

- 4.10 Conduct a review meeting with Client to discuss their review of the 90% construction documents. Discuss final value engineering modifications and bid alternatives.
- 4.11 Prepare 100% construction documents – drawings, specifications and calculations- for permitting.
- 4.12 Present the final construction documents to the Client.

Deliverables :

- A. *Design development drawings representing 95% and subsequently 100% completion of construction documents for all building systems - architectural, structural, mechanical, plumbing, electrical power, lighting, and communications.*
- B. *Cut sheets of all equipment and fixtures for all building systems.*
- C. *Samples and cut sheets of final interior material finishes palette selections.*
- D. *Structural calculations.*
- E. *Mechanical, envelope and electrical Title 24 Energy Compliance Calculations.*
- F. *Green Building Code compliance schedules.*
- G. *Specifications for all building systems.*
- H. *Summary of value engineering recommendations and decisions.*
- I. *100% Construction Documents – drawings, specifications, calculations.*

Task 5 Permitting

- 5.1 Prepare construction document drawings, specifications and calculations required for City of Lodi construction permit submittals: Building, Fire, and Public Works.
- 5.2 Prepare applications and documentation drawings and details necessary for utility agency service permits.
- 5.3 Prepare permit applications, and submit document sets for permitting.
- 5.4 Retrieve plan review comments; distribute comments and plan sets to design team.
- 5.5 Provide responses to plan review comments: modify documentation as required.
- 5.6 Resubmit documents and responses to the Building Department.

Deliverables:

- A. *City department applications and Construction Documents: 100% Drawings, specifications and calculations required for submittal.*
- B. *Review comment modifications to drawings, calculations and specifications as required; prepare review comment response letters for all disciplines.*

Only services specifically described above are included in this proposal. All other tasks are considered Additional Services and are subject to a Change in Scope.

SCOPE OF WORK

Client's Responsibilities

The following areas are to be the responsibility of and paid for by the Client:

1. Designate a representative authorized to act in the Client's behalf with respect to the project.
2. Furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, pavements, and adjoining property, rights-of-way, restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available services and utility lines both public and private, above and below grade, including inverts and depths.
3. Furnish a water pressure test for the local water system at potential points of connection.
4. Pay all jurisdictional and utility agency costs and fees required for permit approval and inspection.
5. Provide a geotechnical investigation and report.
6. Provide hazardous materials survey of the existing building.
7. Separately contract and pay for all testing and special inspections of the project construction as required by the Building Code and the jurisdictional agencies.
8. Provide and pay for additional studies and reports as may be required by the jurisdiction, including but not limited to Environmental Impact Reports, Noise and Acoustic Analysis, Full traffic studies, biologist studies and historical artifact archaeology.

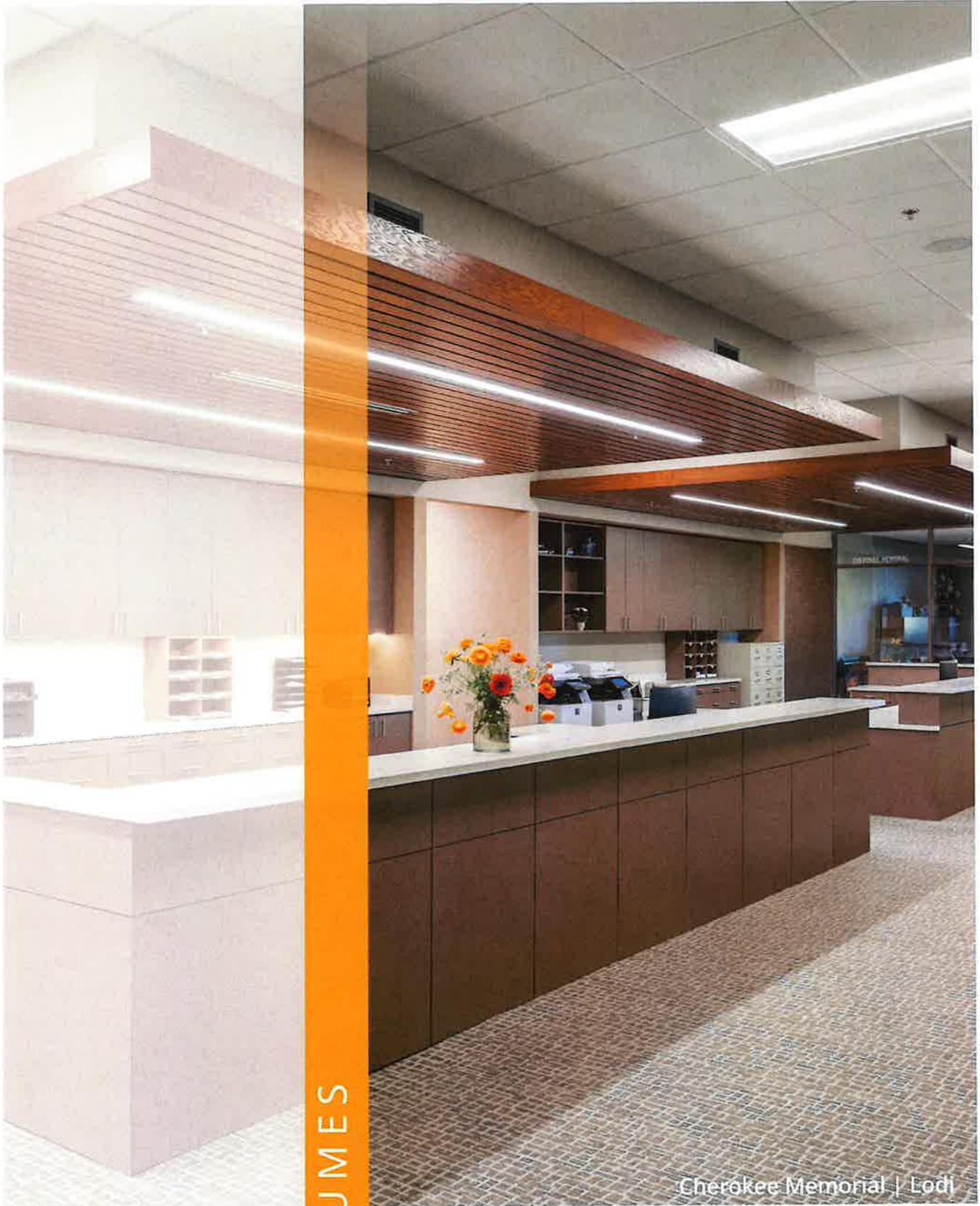


SCHEDULE



TASK	2025						2026												2027
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
Notice to Proceed	█	█																	
Investigation		█	█	█	█	█													
Investigation: Programming			█	█	█	█													
Schematic Design						█	█	█											
Design Development							█	█	█	█	█	█	█	█	█	█	█	█	█
Construction Documents										█	█	█	█	█	█	█	█	█	█
Permitting (Phase 1 & 2)															█	█	█	█	█
Design Review (Phase 3)																			█
Building Permitting (Phase 3)																			█





Cherokee Memorial | Lodi

RESUMES



WMB ARCHITECTS



RESUME

Melanie Vieux

Principal Architect

With over 31 years of experience at WMB, Melanie is driven by a passion for shaping the built environment and cultivating strong client relationships. As a Firm Leader, she specializes in community and commercial projects, valuing the collaborative process with clients, team members, and consultants. Melanie plays a key role in transforming clients' visions into reality, ensuring successful project outcomes.

Education

BArch 1992 Architecture
California Polytechnic State University
San Luis Obispo, California

License

2006 Architecture, California C30857

Accreditations

LEED® AP

Projects

BOB HOPE THEATRE RENOVATION | Stockton

Project Architect for \$8.5 million theater renovation and restoration. Assessment study, conceptual design and construction administration and support.

2005 California Preservation Foundation Design Award Winner

STOCKTON FIRE DEPT. FIRE STATION #2 | Stockton

Project Architect for various remodels including kitchen and window wall system replacement. Full Architectural Services through Construction.

LINCOLN CENTER RETAIL & RESTAURANT RENOVATIONS | Stockton

Project Architect for multiple commercial spaces. Full Architectural Services through Construction.

FALLEN FIREFIGHTER MEMORIAL | Stockton

Architect for a memorial, honoring firefighters lost in the line of duty since the department's founding in 1850. Full Architectural Services through Construction.

GOSPEL CENTER RESCUE MILSSION, BILL BROWN BUILDING | Stockton

Project Architect for \$6 million, 7,855 sf renovation of a residential facility serving women and children. Full Architectural Services through Construction.

Affiliations

San Joaquin County Building Board of Appeals, Board Member

City of Stockton Cultural Heritage Board, Past Board Member

Mary Graham Children's Foundation, Board President

Goodwill Industries of San Joaquin, Board Member

Rotary Club of Stockton, Past President

San Joaquin Delta College, Adjunct Instructor

Experience

Architectural and Interior Design

Project Management

Historic Restoration

Construction Support Services



RESUME

Brandon Kleinert

Architect

Approaching each project with excitement, Brandon brings a broad understanding of technical building systems with an attentiveness to detail, knowing that each project has unique opportunities that necessitate creative solutions.

Education

BArch 2010 Architecture
California Polytechnic State University
San Luis Obispo, California

License

2019 Architecture, California C37777

Accreditations

NCARB Certification

Projects

Municipal Services Center | City of Brentwood
Manteca Police Department Property Evidence Building | City of Manteca
Electric Utility Office Remodel | City of Lodi
Tony Zupo Field Restoration | City of Lodi
Crossway Residences | Housing Authority of SJC
Stanislaus Veterans Center Remodel | Stanislaus County
Mission Springs Sports Court and Amphitheater | Scotts Valley
Stockton Collegiate International Schools | Stockton

Experience

Project Management
Architectural Design
BIM Coordination
Engineering Consultant Coordination
Construction Support Services

ANDRE MOZAFFARI

President

Mozaffari Engineering INC

Education

- || B.S. Civil Engineering, California State University, Fresno 1985
- ◇ A.S. Architectural, Modesto Junior College

Registrations/Affiliations

- || Civil Engineer - California: 43695
- || Structural Engineer - California 3959
- || Civil Engineer - Territory of Guam 1014
- || Structural & Civil Engineer - Nevada 12161
- || Professional Engineer - New Mexico 23172
- || Structural Engineer Arizona 82695

Qualifications/Experience:

Owner and Principal, Mozaffari Engineering since 1990 with over 9800 projects completed.

Project Engineer for Hawn Engineering, Inc. in Modesto, CA from 1985 to 1990.

Experience (recent projects, partial list)

- ◇ SaveMart Supermarkets Store, various locations
- ◇ In-Shape Health clubs- 92 locations
- ◇ Modesto Covenant church remodel/ addition.
- ◇ Sunny valley Meat plant, Manteca.
- ◇ Rush Creek resort, Yosemite National Park
- ◇ Jelly Belly Warehouse, Fairfield
- ◇ City of Lodi, various projects.
- ◇ Cherokee Memorial Park, Lodi.
- ◇ Ag structures.
- ◇ Custom residences.
- ◇ Stanislaus County Housing Authority Projects
- ◇ Merced County Housing Authority Projects
- ◇ Livingston Fire Station
- ◇ Mason Center, Vacaville.
- ◇ Walgreens, Rite Aids, Cost Plus.
- ◇ Medical offices, various locations..
- ◇ Ripon First Christian Reformed Church

Joshua Easter, S.E.
3424 Friar Tuck Way
Modesto, CA 95355
(209) 614-4199
josh@mozaffari.net

Experience

Mozaffari Engineering, Inc.

- Engineer I January 2017 – Present
 - Structural design and detailing of wood framed structures, including but not limited to single family homes, apartment complexes, hotels, and commercial buildings
 - Structural design and detailing concrete and CMU commercial buildings including the vertical and lateral designs required to meet the current building code requirements.
 - Foundation design for metal building structures
 - Building and site retaining walls (concrete and CMU)
 - Coordination with the architectural, mechanical, and other design professionals for final design requirements.
 - Retrofit and repair of existing buildings
 - Seismic upgrade of existing structures

Justin W. Capp Engineering and Design

- Staff Engineer August 2015 – January 2017
 - Design and detailing of commercial and industrial building types, including wood framed, concrete tilt up, prestressed concrete, and steel framed structures.
 - Site visits to projects to verify existing conditions
 - Retrofit and repair of damaged structures
 - Producing a project estimate including the estimated cost, time frame for design, and engineering cost
 - Engineer of Record for site projects including the organization of varies submittal sheets and submittal to the city of county

American Building Company - Modesto, CA

- Design Engineer I January 2014 – June 2016
 - Design high-complexity metal buildings, of which include mezzanines, cranes, parapets, facades, etc.
 - Check low to mid-complexity designs performed by all levels of engineering
 - Attend various in-house training opportunities
 - Aid in interviewing co-op/ intern candidates for hire
 - Complete design requirement package for drafting references
 - Respond to builder, EOR, architect, and detailer questions as necessary
 - Provide a value engineering solutions to builders, architects, EOR's, etc.
 - Train interns and new employees
 - Organize and regulate engineering meetings
 - Control and run engineering schedule, providing support where needed
 - Handle plan check reviews and work with Plan Checkers on an as needed basis
 - Responsible for learning a new software to compare the efficiency and output with the software currently being used
- Engineer Trainee – Internship June 2013 – August 2013
 - Design mid-complexity metal buildings, of which include mezzanines, overhangs, canopies, lean-to's, etc.
 - Check low complexity designs performed by all levels of engineering
 - Attend various in-house training opportunities
 - Aid in interviewing co-op/ intern candidates for hire
 - Complete design requirement package for drafting references
 - Respond to builder, EOR, architect, and detailer questions as necessary
 - Update new hire training manuals
 - Provide a value engineering resource for builders, architects, EOR's, etc.

Richard Smith, P.E. (Principal Electrical Engineer)

Education: Bachelor of Science in Electrical Engineering with Honors
California State University, Sacramento, 1990
Bachelor of Science in Computer Science,
California State University, Chico, 1987
Master of Science in Electrical Engineer, 2005
University of Idaho, Moscow

Registrations: Registered Electrical Engineer in California - E14303
Registered Electrical Engineer in Oregon - E17605
Registered Electrical Engineer in Arizona - E30833
Registered Electrical Engineer in Nevada - E013006
Registered Electrical Engineer in Idaho - EE8786
Certification by National Council of Engineering Examiners

Mr. Smith is the principal of HCS Engineering and has over 23 years of experience in electrical engineering. Mr. Smith's approach to engineering is based upon trying to clearly define and describe the operational process of the system. Design the measurements of system and the economics of the project. Throughout his career he has actively participated in lighting, power systems and controls design, project management, and construction oversight of various public and private projects. He is proficient in all aspects of project management including running construction meetings, technical design, and construction cost reviews. Mr. Smith is currently responsible for coordination and management of electrical projects beginning with initial project feasibility, through design, and construction support. He takes pride in managing each of his projects from inception through construction and he utilizes his diverse engineering background to provide projects with unique and cost effective solutions.

ALEXANDER SCHEFLO

and ASSOCIATES, Inc.

CONSULTING MECHANICAL ENGINEERS
2926 PACIFIC AVE. P. O. BOX 4183 STOCKTON, CALIF. 95204

Mitchell Scheflo, Principal Project Design Engineer

Education

1983 BS Environmental Engineering
California Polytechnic State University
San Luis Obispo, California

Registration

Mechanical Engineer M-025588 CA 1988

Membership

American Society of Heating, Refrigerating and Air Conditioning Engineers

Experience

27 years with Alexander Scheflo & Associates.

Experience in hydraulic, plumbing and air conditioning design, plumbing and industrial piping systems, plumbing plant design, preparation of analysis, cost estimates and reports of mechanical systems, engineering valuations and appraisals, solar feasibility studies and rate studies. Experience working with both private sector clients and public agency clients including City of Stockton, City of Tracy, City of Modesto, City of Lodi and San Joaquin County.

The following is a partial list of religious facility experience working on WMB Architects projects.

- Calvary Bible Church, Lodi
- Cathedral of the Annunciation Restroom Remodel, Stockton
- Church of the Presentation Youth Center, Stockton
- First Baptist Church, Lodi
- Immanuel Christian Reformed Church, Ripon
- St. Bernadette Church Classroom Wing, Stockton
- St. Michaels Church Ministry Center, Stockton
- University Covenant Church, Davis



Baumbach & Piazza, Inc.
Civil Engineers & Land Surveyors

Steven E. Pechin, P.E
Principal Engineer/Project Manager

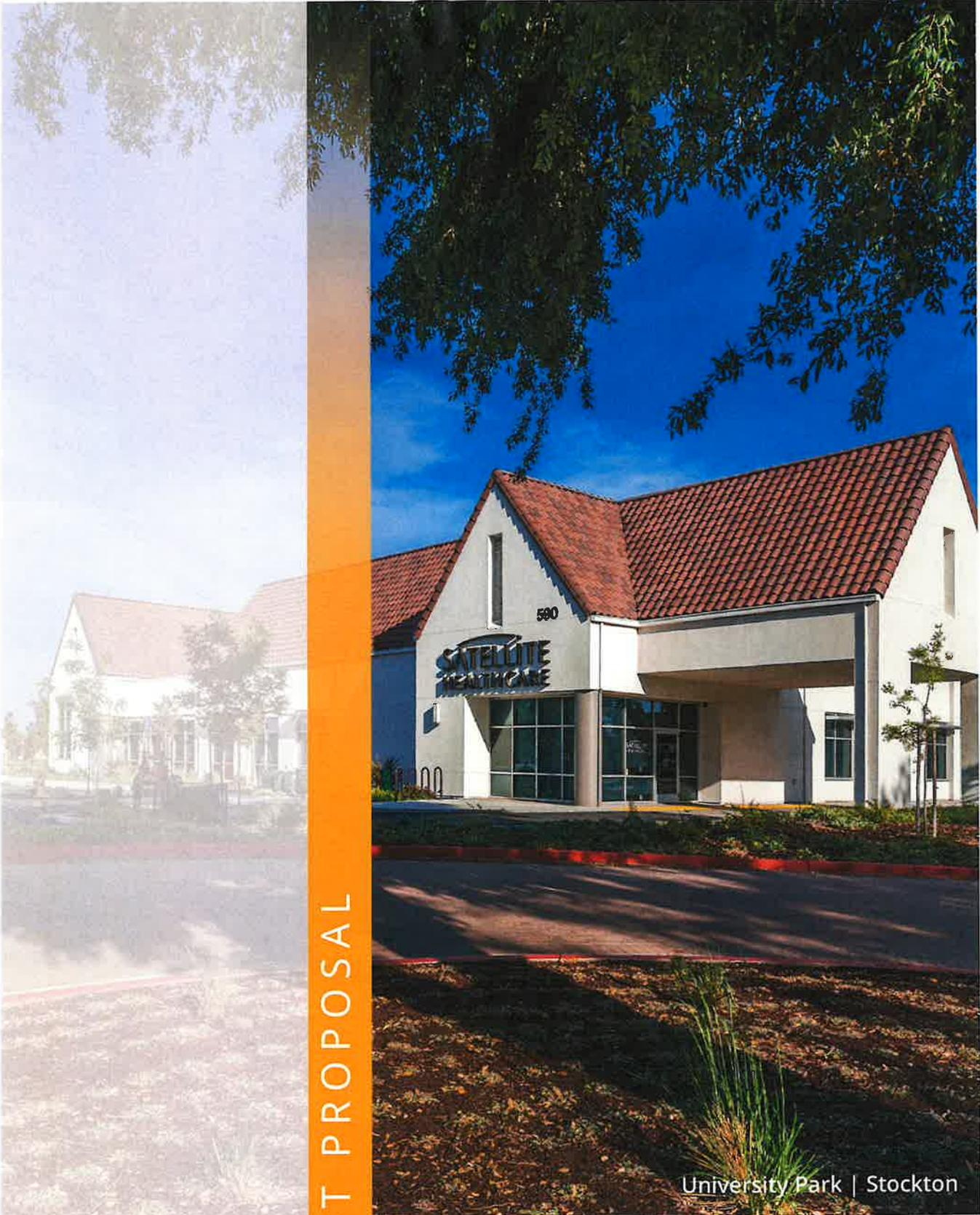
Education University of California Berkeley, BSCE, 1982

Registrations Professional Engineer, California - RCE 42764

Affiliations American Society of Civil Engineers
Lodi Chamber of Commerce
Builder's Exchange

EXPERIENCE

Principal Engineer for Baumbach & Piazza, Inc. for 35 years; 40+ years total as an Engineer with the firm. Steve has a high level of experience with a variety of Civil Infrastructure and Site Design Projects involving: grading, paving, drainage, stormwater management and utilities.



COST PROPOSAL

University Park | Stockton



WMB ARCHITECTS

COST PROPOSAL

WMB will provide these services for a **Fixed Professional Services Fee of \$199,920**, as itemized by task and discipline below.

Reimbursable expenses, estimated at \$1,000 are in addition to the fee and will be billed as incurred at cost plus 10 percent. The contract will also include a Fee Contingency in the amount of \$19,992.

TASK	WMB	B&P	Mozaffari	Scheffo	HCS	Totals
	Architect	Civil	Structural	Mechanical	Electrical	By Task
1 INVESTIGATION	\$ 10,950	\$ -	\$ 650	\$ 1,635	\$ 1,130	\$ 14,365
2 SCHEMATIC DESIGN	\$ 18,600	\$ -	\$ 1,200	\$ 1,635	\$ 1,355	\$ 22,790
3 DESIGN DEVELOPMENT	\$ 48,300	\$ -	\$ 2,400	\$ 10,500	\$ 10,360	\$ 71,560
4 CONSTRUCTION DOCUMENTS	\$ 50,950	\$ -	\$ 4,600	\$ 7,980	\$ 7,560	\$ 71,090
5 PERMIT/ BACKCHECK	\$ 13,500	\$ -	\$ 375	\$ 4,435	\$ 1,805	\$ 20,115
	\$ 142,300	\$ -	\$ 9,225	\$ 26,185	\$ 22,210	

TOTAL PROFESSIONAL SERVICES FEE	\$ 199,920
CONTINGENCY (10% of Professional Services Fee)	\$ 19,992
REIMBURSABLES	\$ 1,000
PROPOSED CONTRACT VALUE	\$ 220,912

Add Alternates for Professional Service fees that may or may not be required within the scope

- Civil Engineering Allowance for Building 3: \$19,100
- Structural Engineering Allowance for Building 1: \$8,000
- Structural Engineering Allowance for Building 2: \$9,000
- Bid Phase Professional Services: \$9,565
- Construction Administration Phase Professional Services: \$62,185

Reimbursable expenses include costs incurred by the Architect, the Architect's employees and Consultants directly related to the Project including but not limited to out-of-town mileage, printing, reproductions, plots, renderings, and postage/shipping. It is assumed that all Permit, Bid, and Construction Documents will be distributed electronically. The printing of these drawing sets is not included in the Reimbursable Allowance above.

The Fee Contingency is intended to cover work by the Architect and/or Architect's Consultants that is unforeseen, unanticipated, or otherwise not included in the scope of work but is necessary or desirable for the project. The Architect shall inform the Client prior to utilizing any of the Fee Contingency funds.

If additional services are required beyond the Scope of Services described above, a Change in Project Scope agreement will be prepared and submitted for the Client's authorization prior to the performance of Additional Services.

The terms of this proposal are valid for 90 days.



WMB ARCHITECTS

COST PROPOSAL

SCHEDULE OF HOURLY RATES

WMB Architects

Senior Principal Architect	\$250
Principal Architect	\$230
Associate Architect	\$215
Project Architect	\$195
Architect II	\$185
Architect I	\$170
Designer II	\$160
Designer	\$150
BIM Technician	\$135
Administrative Support	\$90

Mozaffari Engineering

Structural Engineer	\$275
Engineer	\$200
Drafting	\$110
Administration	\$95

Overtime will be charged (1.5 times normal rates), if required and requested by the client.

HCS Engineering

Principal	\$225
Principal Electrical Engineer	\$195
Electrical Engineer	\$165
Designer	\$125
Draftsman	\$90
Project Administration Support	\$75

Alexander Scheflo & Associates

Principal Mechanical Engineer	\$255
Mechanical Engineer	\$155
Designer	\$125
Drafter	\$95
Computer Input	\$95
Secretarial	\$95

Baumback & Piazza

Principal Engineer	\$210
Senior Engineer	\$164
Engineer	\$138
Chief Draftsman	\$120
Draftsman	\$84
Clerical	\$84

Field Crew

Principal Surveyor	\$210
Survey Party Chief	\$164
Field Technician I	\$138
Field Technician II (prevailing Wage)	\$84

Field Crew Prevailing Wage

Principal Surveyor	\$250
Survey Party Chief	\$210
Field Technician I	\$188
Field Technician II	\$150





EXHIBIT C

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

Insurance Requirements for Design Professionals- Architects/Engineers

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Other Insurance Provisions:

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

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

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Capital Improvement Plan

FY 2024-2025

Project Title: PRCS Office and Maint Shop Renovations		Munis Project Code: CDBG-25001		#271					
Section I: Description		District Nos: 4	Project Length	Priority	High				
<p>The scope of work Would obtain architecture and engineering services to program and develop construction documents to renovate existing City of Lodi Parks and Recreation properties located on the east side of town; (design development, construction drawings and specifications, architecture, structural and electrical engineering) of Parks and Recreation properties at 125 N. Stockton Street and 111 N. Stockton Street. Planning would also incorporate the "Old" Fire Station Building on Main Street which potentially could be renovated into a east side Community Center for the 180 Teen Center activities and after-school programming.</p>									
Justification/factor driving project									
Additional Information									
<p>This project has been submitted for 2024-2025 CDBG funding consideration and is pending Annual Action Plan Approval by City Council on May 1, 2024 and HUD Approval Subsequent to May 15, 2024 Submission Deadline. \$200,000 is towards the Parks project and \$15,000 is Activity Delivery Costs for Neighborhood Services Division Contract to cover project compliance.</p>									
Section II: Estimated Project Costs									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Contracts	\$ -		\$ 215,000					\$ 992,500	\$ 1,207,500
Internal Staff	\$ -							\$ 7,500	\$ 7,500
Total Capital Costs	\$ -	\$ -	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,215,000
Section III: Funding Sources/Methods of Financing									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
432 - Parks&Rec Capital	\$ -							\$ 1,000,000	\$ 1,000,000
350 - Community Develop Block Grant-HUD			\$ 215,000						\$ 215,000
Total Project Financing	\$ -	\$ -	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,215,000

RESOLUTION NO. 2025-

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT FOR PARKS AND RECREATION PROPERTY PLANNING AND DESIGN SERVICES OF EXISTING PROPERTIES LOCATED AT 125 AND 111 NORTH STOCKTON STREET WITH WMB ARCHITECTS OF STOCKTON, CA (\$199,920)

=====

WHEREAS, City Council approved the 2024-25 Annual Action Plan on May 1, 2024, which included this project and the City received the United States Department of Housing’s (HUD) approval on May 15, 2024; and

WHEREAS, the City released a Request for Proposals (RFP) to obtain architecture and engineering services including design development, construction drawings and specifications for a future renovation of the existing Lodi Parks and Recreation properties located at 125 and 111 North Stockton Street in Lodi, CA; and

WHEREAS, the RFP was advertised to the public and three (3) proposals were received on June 11, 2025 from WMB Architects, NJA Architecture and LDA Partners and reviewed for project understanding and approach, firm qualifications, quality and experience of staff proposed and present workload; and

WHEREAS, the selection committee recommends proceeding with WMB Architects of Stockton, CA, as the firm demonstrated an in-depth project understanding and approach to the scope of work, demonstrated required qualifications and experience and proposed expert staff available to complete a successful project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a professional services agreement with WMB Architects of Stockton, CA, for Parks and Recreation Property Planning and Design Services of existing properties located at 125 and 111 North Stockton Street for a not-to-exceed amount of \$199,920; and

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

Dated: August 20, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Berry, Dunn, McNeil, and Parker, LLC, for a Comprehensive Program and Fee Study for the Parks, Recreation, and Cultural Services (PRCS) Department; Appropriate Funds in the Amount of \$92,650; and Authorize the Re-appropriation of Unused FY 25 funds into FY 26 (PRCS)

MEETING DATE:

August 20, 2025

PREPARED BY:

Christina Jaromay, Parks, Recreation, and Cultural Services Director

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Berry, Dunn, McNeil, and Parker, LLC, for a Comprehensive Program and Fee Study for the Parks, Recreation, and Cultural Services (PRCS) Department, appropriate funds in the amount of \$92,650, and authorize the re-appropriation of unused FY 25 funds into FY 26.

BACKGROUND INFORMATION:

The City of Lodi Parks, Recreation, and Cultural Services (PRCS) Department identified the need for a department-wide Comprehensive Program and Fee Study to evaluate the current financial status, identify potential revenue sources, optimize expenditures, and ensure long-term sustainability.

On April 3, 2025, the City issued a Request for Proposals (RFP No. PRCS-25-01) for Comprehensive Program and Fee Study consulting services. The RFP was publicly advertised, posted and distributed to firms.

Proposals were received by the May 1, 2025 deadline from:

- Berry, Dunn, McNeil, and Parker LLC ("BerryDunn")
- Matrix Consulting Group
- MGT Consulting Group

An internal review panel evaluated proposals based on qualifications, methodology, engagement strategy, and cost effectiveness. After internal evaluation and scoring of the three (3) firms' proposals was complete, BerryDunn was selected for its parks and recreation expertise, implementation framework, and alignment with Lodi's needs and values.

Therefore, PRCS recommends the City Council authorize the City Manager to execute a professional services agreement with BerryDunn for development of a Comprehensive Program and Fee Study.

STRATEGIC VISION:

COUNCIL COMMUNICATION

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

FISCAL IMPACT:

The total agreement amount is \$92,650. The funds were budgeted in FY 25 under the PRCS operating budget (Fund 20070001, Account 72450 - Misc. Professional Services) but remain unspent. This action includes re-appropriation of the unexpended funds into FY 26 to fund the agreement with BerryDunn.

FUNDING AVAILABLE:

2007.0001.72450 (Misc. Professional Services): \$92,650 (to be re-appropriated from FY 25 to FY 26)

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BERRY, DUNN, MCNEIL & PARKER, LLC, a Maine limited liability company qualified to do business in California (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for a Comprehensive Program and Fee Study (hereinafter "Project") as set forth in the Scope of Services attached hereto 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 August 20, 2025 and terminates upon the completion of the Scope of Services or on August 19, 2026, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional one (1) year extension(s); 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 two (2) 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 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 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 3.4 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 3.5 (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 3.6 Auditing

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

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Christina Jaromay, PRCS Director

To CONTRACTOR: Berry, Dunn, McNeil & Parker, LLC
 4722 North 24th St., Suite 250
 Phoenix, AZ 85016
 Attn: Lisa Paradis, Principal

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

JAMES LINDSAY
Acting City Manager

APPROVED AS TO FORM:

BERRY, DUNN, MCNEIL & PARKER, LLC, a
Maine limited liability company qualified to
do business in California

By: _____
for KATIE O. LUCCHESI
City Attorney 

By: _____
Name: LISA PARADIS
Title: Principal

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

**Funding Source: 20070001.72450
(Business Unit & Account No.)**

Doc ID:

CA: Rev.07.2024-VS (CA Formatted)

City of Lodi Parks, Recreation and Cultural Services

Request for Qualifications for Comprehensive Program and Fee Study

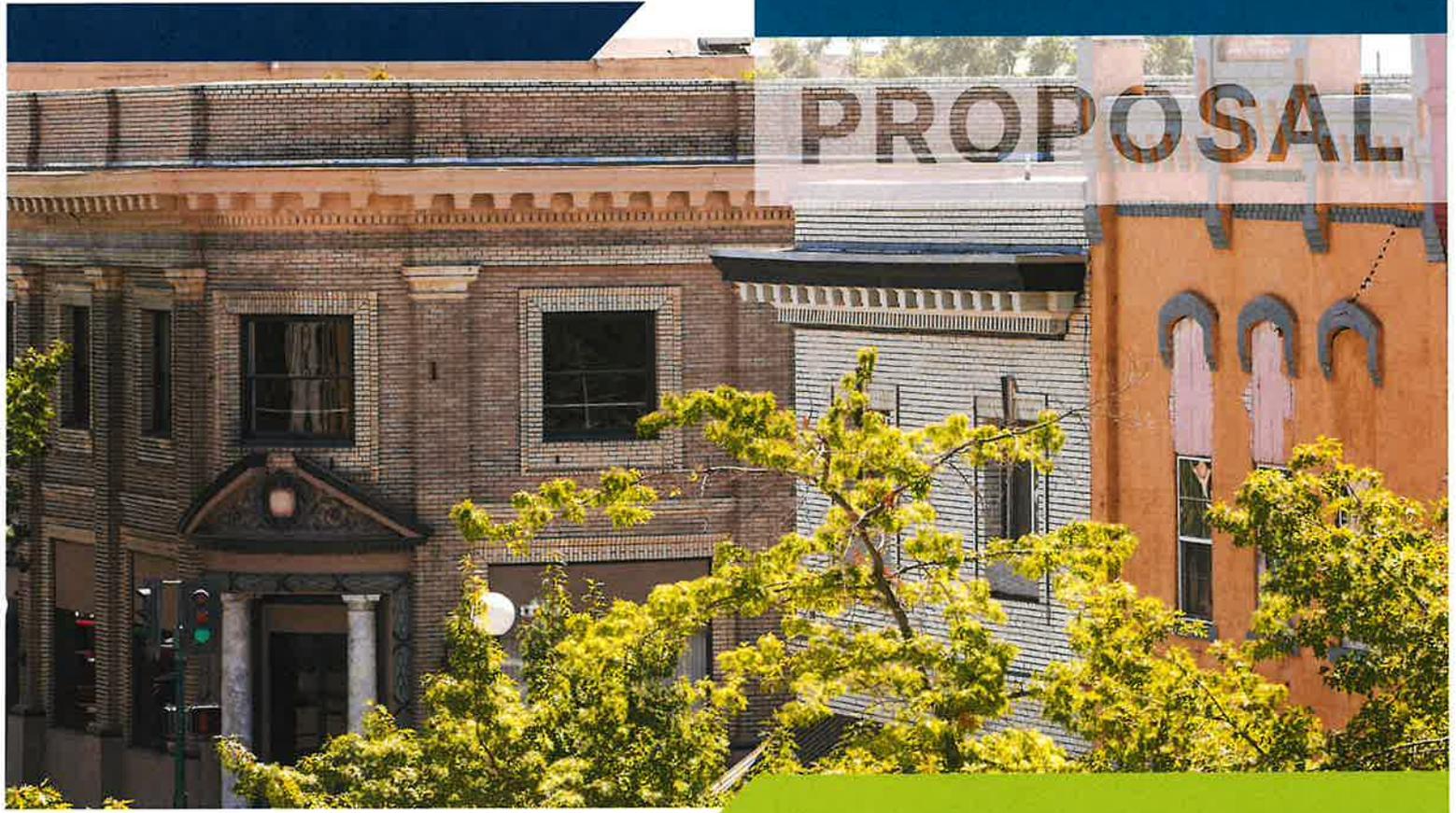
EXHIBIT A - SCOPE OF SERVICES

1. Financial Analysis:
 - Review and analyze current financial statements, budgets, and funding sources.
 - Evaluate historical financial performance and trends.
 - Assess the cost-effectiveness of current programs and services.
 - Assess cost-benefits and effectiveness of current partnership models and impacts to department's financial sustainability.
2. Revenue Generation:
 - Identify potential new revenue sources, including grants, partnerships, sponsorships and user fees.
 - Recommend strategies to enhance existing revenue streams.
3. Expenditure Optimization:
 - Analyze current expenditure patterns and identify areas for cost savings.
 - Recommend operational efficiencies and best practices.
4. Benchmarking and Comparisons:
 - Compare the department's financial performance with similar municipalities i.e. San Joaquin and Sacramento Counties.
 - Identify best practices from comparable parks and recreation departments.
5. Meetings and Community Engagement:
 - Meet with department and city staff as necessary through completion of the study.
 - Attend various stakeholder groups i.e. Lodi Parks and Recreation Commission, Lodi Unified School District, Hutchins Street Square Foundation, etc.
 - Facilitate community meetings to gather input from the community, staff and other stakeholders.
 - Incorporate feedback into the study's recommendations.
6. Park, Facility and Program(s) Assessment:
 - Solicit feedback from user groups i.e. by way of surveys or public input meetings or other method, to determine demand of current and future programs.
 - Solicit feedback from community on parks and facilities.
 - Develop needs assessment for future facility and program development.
7. Strategic Planning:
 - Develop short-term and long-term financial sustainability plans.
 - Provide actionable recommendations and implementation strategies.
8. Program and User Fee Analysis:
 - Assess department's current fee setting methodology.
 - Determine appropriate cost recovery amounts based on tiers.
 - Assess whether current subsidies granted to youth, seniors, non-profits, partners, etc.

City of Lodi Parks, Recreation and Cultural Services

Request for Qualifications for Comprehensive Program and Fee Study

- coincide with recommended fee setting methodology; provide recommendations for future fee setting.
 - Assess current fees and compare them to industry standards and other similar local parks and recreation departments.
 - Assess Hutchins Street Square cost of services and current rates charged for rentals by non-profits, for-profits, individuals, service clubs, partners and other city departments.
 - Provide a worksheet for department to set fees for current and future programs.
9. Financial Sustainability Policy:
- Design a financial sustainability policy that positions the city to address short and long-term financial interests with annual review of the policy.
 - Recommend revisions to current policies to become more relevant to the community and in-line with industry standards.
10. Reporting:
- Produce iterations of study to include draft, final draft and final published version.
 - Present findings and recommendations to City Council at special meeting and regular meetings as necessary.



PROPOSAL TO THE
City of Lodi, California

TO PROVIDE A
Comprehensive Program
and Fee Study

SUBMITTED BY:
Berry, Dunn, McNeil & Parker, LLC
4722 North 24th St., Suite 250
Phoenix, AZ 85016

Chad Snow, Principal
Berry, Dunn, McNeil & Parker, LLC
csnow@berrydunn.com

Jesse Myott, Project Manager
Berry, Dunn, McNeil & Parker, LLC
jmyott@berrydunn.com

Proposal Submitted On:
April 21, 2025 before 2:00 p.m.

TABLE OF CONTENTS

1. Cover Letter	1
2. Firm Profile	3
Introducing BerryDunn	4
3. Project Team	8
4. Project Approach	11
5. References	22
Appendix A	26

1. COVER LETTER



April 21, 2025

City of Lodi, California
Parks, Recreation, and Cultural Services Department
Attn: Christina Jaromay, Director
230 W. Elm St.
Lodi, CA 95240

Dear Christina Jaromay and Members of the Selection Committee:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn, we, our), thank you for the opportunity to submit this proposal in response to the City of Lodi's (the City's) request for proposals (RFP) for a Comprehensive Program and Fee Study. This study will offer strategies that enable the City to enhance community quality of life as the City grows while maintaining fiscal sustainability. Our team is excited for the opportunity to help guide the City through this process.

BerryDunn is a nationally recognized professional services firm that has experienced sustained growth throughout its 51-year history. Focused on inspiring clients to transform and innovate, we formed a specialized practice dedicated to serving the needs of clients in the parks, recreation, and libraries industry. BerryDunn's Parks, Recreation, Libraries Practice provides cost of service analysis, fee analysis, operational and management analysis, feasibility studies, pro forma development, programming and financial analysis, master and strategic planning, and more—offering clients deep expertise built upon decades of experience working in and with agencies on comparable projects. We deliver exceptional experiences to organizations like the City as they seek to achieve their visions, offer innovative services and facilities to their constituents, and determine the actions necessary to make consistent progress toward desired outcomes.

How BerryDunn Can Help

As you will read in our proposal, we have the experience, qualifications, and strong desire to support the City on this important initiative. In particular, we would like to highlight the following key qualifications offered by BerryDunn:



Our familiarity with agencies in northern and central California

We have completed parks and recreation planning work and other services for clients in the region, including the Cities of Modesto, Richmond, Novato, Redwood City, and San Jose. Our proposed project manager, Jesse Myott, also worked as a financial analyst and management analyst for the cities of Daly City and South San Francisco. He understands the unique opportunities and challenges associated with funding park and recreation programming and services in California.



Our extensive experience conducting cost of service fee studies for parks and recreation departments

We have had the privilege of providing services of this type for comparable communities throughout the country. Many of our larger parks and recreation master plans include cost recovery and financial analysis components, and our team members frequently speak at industry conferences on the topic of parks and recreation cost recovery. As a result, we understand the many factors and perspectives that must be considered when reviewing parks and recreation user fees as well as industry best practices and local and national trends.



Our team members' experience as former parks and recreation department directors

The City will benefit from our team members' relevant, firsthand experience as parks and recreation practitioners and directors for local governments throughout the country. We understand your goals, objectives, challenges, and daily commitments because we have served in similar roles. In particular, our project manager, Jesse Myott, has more than a decade of direct local government experience related to municipal finance and parks and recreation service delivery. Collectively, our team members have conducted numerous comparable cost of service and fee studies, prepared annual budgets, managed capital improvement funding, and more.



Our understanding that parks and recreation fees have real-world impacts

We understand the importance of setting fee levels accurately to fund service delivery. At the same time, we balance this consideration with an understanding of the real-world implications that fees can have on external customers. With this in mind, we use standard cost accounting, activity-based costing, resource allocation methodology, weighted averages, and other standard analytical tools to determine the full cost of providing specific services. Additionally, we tailor our engagement efforts to determine customers' ability and willingness to pay while also balancing perceived benefit, equity, and access considerations.



Our parks and recreation-specific community engagement expertise

Dynamic community engagement is a core service of our Parks, Recreation, Libraries Practice and a central focus of each project we complete. As a result, we have a proven track record of developing effective engagement strategies that will give the community an opportunity to use a multitude of engagement methods to help ensure their voices are heard. Our team is efficient with facilitation and the engagement of internal and external stakeholders so as not to create an undue burden by scheduling unnecessary meetings.

Our team will perform the City's requested services as described in the Scope of Services section of the RFP. We have no conflicts of interest that would interfere with providing these services. We understand that our proposal is considered public information and have identified any confidential information as such. Our proposal is a firm and irrevocable offer valid for 120 days following the submittal deadline of April 21, 2025. As a principal in our Local Government Practice Group, I am authorized to bind BerryDunn to the commitments made herein. If you have any questions regarding our proposal or updates during the evaluation process, please consider me the City's primary point of contact and contact me directly.

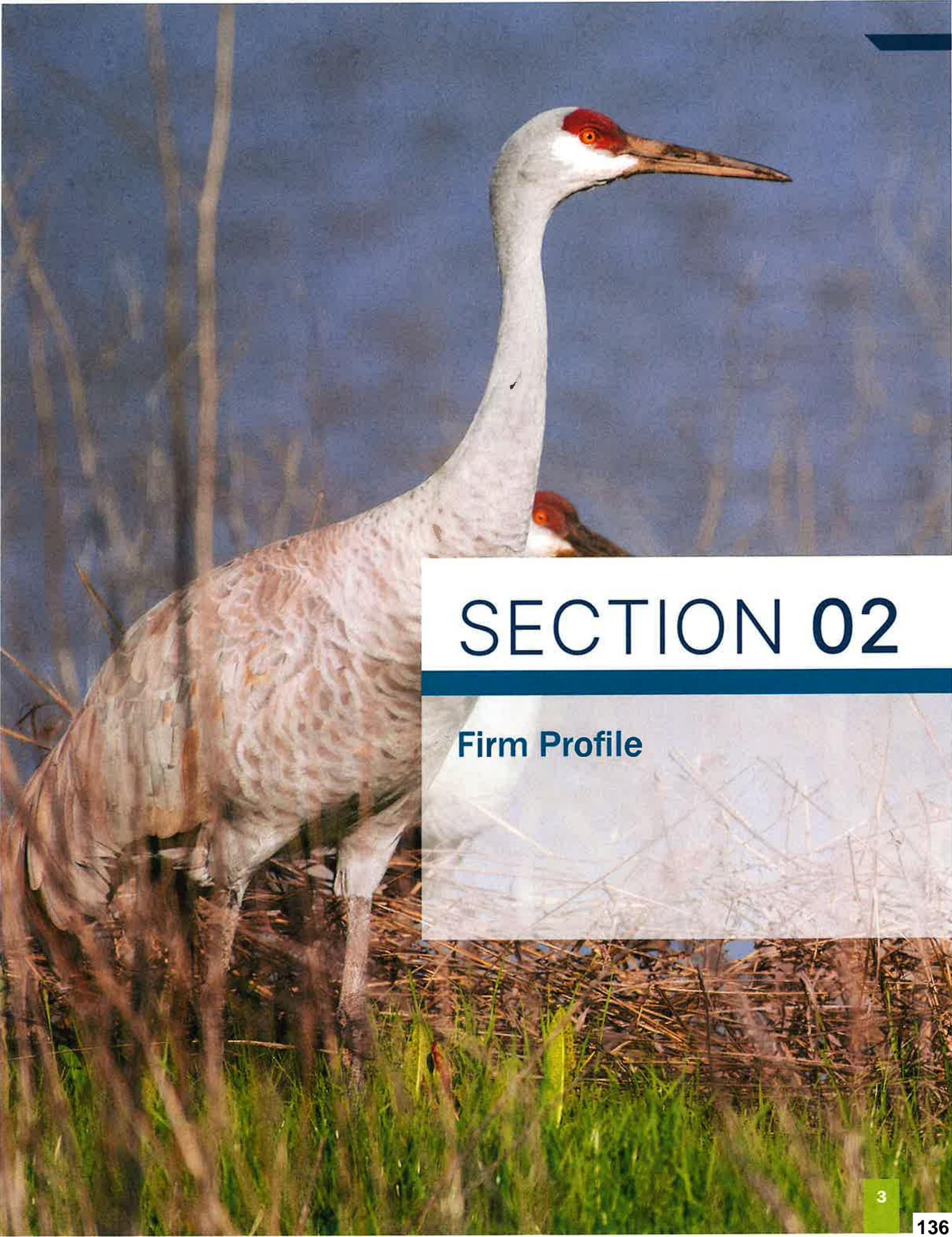
Sincerely,

Chad Snow, PMP® | Principal and Chief Operating Officer

Berry, Dunn, McNeil & Parker, LLC

2211 Congress Street, Portland, ME 04102-1955

207.541.2379 | csnow@berrydunn.com



SECTION 02

Firm Profile



“BerryDunn developed useful tools to stay on track, adapt to change, and create a criteria for future decision-making.”

Former Client - Evergreen Park and Recreation District

Introducing BerryDunn

BerryDunn’s Parks, Recreation, Libraries Practice offers clients deep industry expertise in parks, open space, and natural areas built upon decades of experience working in and with agencies on:

- ▶ Programming Studies
- ▶ Fee Studies
- ▶ Financial Analysis
- ▶ Cost Recovery
- ▶ Master Planning
- ▶ Strategic Planning
- ▶ Needs Analyses
- ▶ Quality Assurance

All our Parks, Recreation, Libraries consultants are former industry practitioners and seasoned advisors, and our proposed project team consists of professionals with many years of experience operating the assets the City manages. Collectively, our team of more than 20 professionals have completed over 900 related planning projects, working with local, state, and national government agencies, as well as private-sector organizations, as they seek to make progress toward a shared vision.

Looking beyond the industry, we strive to deliver high quality services by understanding expectations up front, developing a reasonable and achievable project approach, gaining concurrence on project tasks and timing, and using appropriate staff for each engagement. Supported by a wider team of over 335 consultants dedicated to serving nearly all aspects of local and state government, we offer a holistic approach to the City’s initiative. It is through our firsthand experience in parks and recreation and our broader team’s well-rounded perspective that we bring tailored insights to the government operations and community needs that impact every project.



Company Name:

Berry, Dunn, McNeil & Parker, LLC
(BerryDunn)

Founded and Incorporated: 1974 in
Maine

Headquartered: 2211 Congress Street,
Portland, ME 04102

Locations:

Arizona
Connecticut
Hawai’i
Maine
Massachusetts
New Hampshire
Puerto Rico
West Virginia

Business Type: Limited Liability
Company

Employees: 935+ nationwide

Website: www.berrydunn.com

Our Parks, Recreation, Libraries practice is supported by a larger Local Government Practice Group, as illustrated in Figure 1. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 1: Local Government Practice Group Specialization



How Do We Share Ideas?

Our Parks, Recreation, Libraries team is dedicated to the industry, regularly learning about and sharing trends and relevant information at conferences and events. Our commitment to the industry includes involvement with the California Park and Recreation Society (CPRS) and the National Recreation and Park Association (NRPA). Through this, we stay apprised of trends and best practices at the local, regional, and national levels and share them with our clients to promote industry alignment and innovative thinking.

We attend and often speak at NRPA's annual conference, as well as local and regional events. Some of our most recent NRPA speaking sessions include:

- ▶ “How Parks and Recreation Can Support Mental Health Challenges”
- ▶ “Leading to Create Organizational Excellence”
- ▶ “Engage the Silent Voices”
- ▶ **“The Case of Cost Recovery: Why, How and Does It Work?”**
- ▶ **“Measuring Operational Performance”**
- ▶ “A Racially Just Future: 2021 NCAA Basketball Final Four Talks”
- ▶ **“Impact Fees and Cost of Service”**
- ▶ “Successfully Implementing a Strategic Plan”
- ▶ “Parks Level of Service - How a data driven approach can help create a more equitable park system”
- ▶ “Communication Disconnection - Are you marketing services how your patrons want you to?”
- ▶ “Excellent Operations: Dashboards, Data, and Smart Decisions”
- ▶ “Planting the Seeds of Success: Cultivating a Positive Workplace Culture, Strategically!”
- ▶ “‘Squirrel!’ ...staying focused with a coworker who has ADHD”



Demonstrated Commitment to Serving Clients in the State of California

We have demonstrated our commitment to serving clients in the State through recent or ongoing consulting engagements with the following clients:

- 
- Bay Area Air Quality Management District
 - City of Alameda
 - City of Belmont
 - City of Coronado
 - City of Dublin
 - City of Fountain Valley
 - Greater Vallejo Recreation District
 - City of Irvine
 - City of La Mesa
 - City of Livermore
 - City of Long Beach
 - City of Menifee
 - City of Modesto
 - City of Montebello
 - City of Monterey Park
 - City of Murrietta
 - City of Novato
 - City of Oxnard
 - City of Palmdale
 - City of Perris
 - City of Redding
 - City of Redlands
 - City of San Jose
 - City of San Leandro
 - City of Santee
 - City of Simi Valley
 - City of Villa Park
 - Jurupa Valley Park and Recreation District
 - Sacramento Municipal Utility District
 - Sonoma County
 - Sonoma Resource Conservation District
 - Southern California Library Cooperative
 - South Pasadena Public Library

This experience will help ensure we bring firsthand knowledge; insights; and industry, regional, and national best practices to this project.

Local Government Finance from Multiple Perspectives

In Table 1, we provide a representative sample our team’s experience conducting fee study, cost recovery, and cost allocation planning projects for various local government departments across the country. This well-rounded perspective will bring value to the City as it strategically plans for the coming years. BerryDunn’s holistic approach will center both the City personnel and the constituents you serve.

Table 1: Sample Experience of Services Provided Across Departments

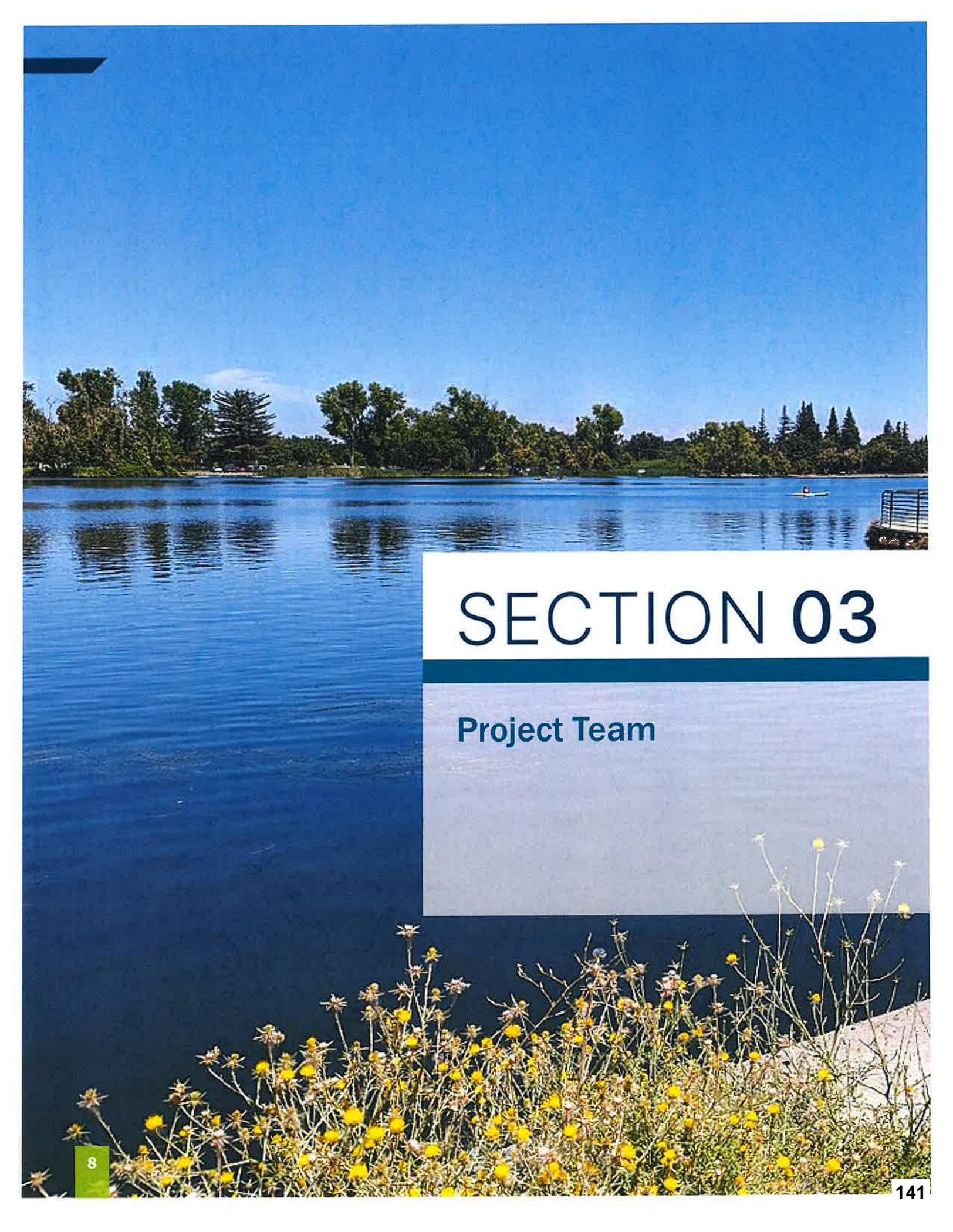
Department/Service Area	Client	Work Performed
Parks and Recreation	Charleston County, SC	Cost of Service and Fee Study*
	City of Bozeman, MT	Recreation Cost of Service Study*
	City of Cape Coral, FL	Comprehensive Fee Study
	City of Jefferson City, MO	Cost Recovery Study/Plan
	City of Ferguson, MO	Cost of Service Analysis*
	City of Grapevine, TX	Cost Recovery, Fee Study, and Resource Allocation Plan
	City of Henderson, NV	Parks and Recreation Cost Recovery and Fee Study
	City of Hillsboro, OR	Parks and Recreation Cost of Service Study
	City of Lynchburg, VA	Cost of Service Analysis*
	City of Mesa, AZ	Cost of Service Analysis**
	City of Mobile, AL	Cost Recovery Analysis
	City of Pflugerville, TX	Cost of Service and Fee Study**
City of Raleigh, NC	Cost of Service and Fee Study	



Department/Service Area	Client	Work Performed
Parks and Recreation	City of Richmond, CA	Recreation Department Fee Study
	City of Sanibel Island, FL	Cost of Service Analysis**
	City of Tampa, FL	Fiscal Analysis*
	City of University Park, TX	Cost of Service Consulting
	Granville County, NC	Parks and Grounds Cost of Service Analysis**
	Howard County, MD	Fiscal Analysis*
	Jackson County, MS	Cost of Service Analysis*
	Maricopa County, AZ	Parks Fee Analysis
	Town of Crestwood, CO	Cost of Service Analysis*
	Town of Queen Creek, AZ	Cost of Service and Fee Study
Community Development and Utility Operations	Wilmette Park District	Cost of Service Analysis**
	Alachua County, FL	Building and Fire Permit Fee Study
	City of Boise, ID	Entitlement, Permitting and Inspections Service Cost and Fee Analysis
	City of Bozeman, MT	Community Development Fee Review Study
	City of Bozeman, MT	Engineering Review Fee Study
	City of Bozeman, MT	Infrastructure Review Fee Study
	City of Gainesville, FL	Building Permit Cost of Service Study
	City of Gainesville, FL	Fee Schedule Update
	City of Dallas, TX	Comparative Building Permit Fee Study
	City of Fernandina Beach, FL	Building Division Fee Study
	City of Largo, FL	Building Permit Fee Study
	City of Tucson, AZ	Cost of Service Study and Fee Schedule Redesign
	City of Villa Park, CA	Public Works, Engineering, Planning, and Building Fee Study
	Lake County, CO	Community Planning and Development Fee Study
	Manatee County, FL	Building and Development Services Fee Study
	Sonoma County, CA	Fee and Cost Recovery Peer Comparison
	Town of Longboat Key, FL	Comprehensive Fee Study
Information Technology (IT)	Town of Smithfield, RI	Water Rate Study
	Town of Smithfield, RI	Sewer Rate Study
	Town of Smithfield, RI	Utility Billing Analysis
	Town of Smithfield, RI	Solid Waste and Recycling Cost of Services
	Travis County, TX	Development Review Process and Fee Study
Citywide	City of Irving, TX	IT Department Cost Allocation Plan
	City of Villa Park, CA	Fee and Rates Charges Study

*Completed as part of a larger master or strategic planning project for a subcontracting partner

**Completed as part of a larger, BerryDunn-led master or strategic planning project



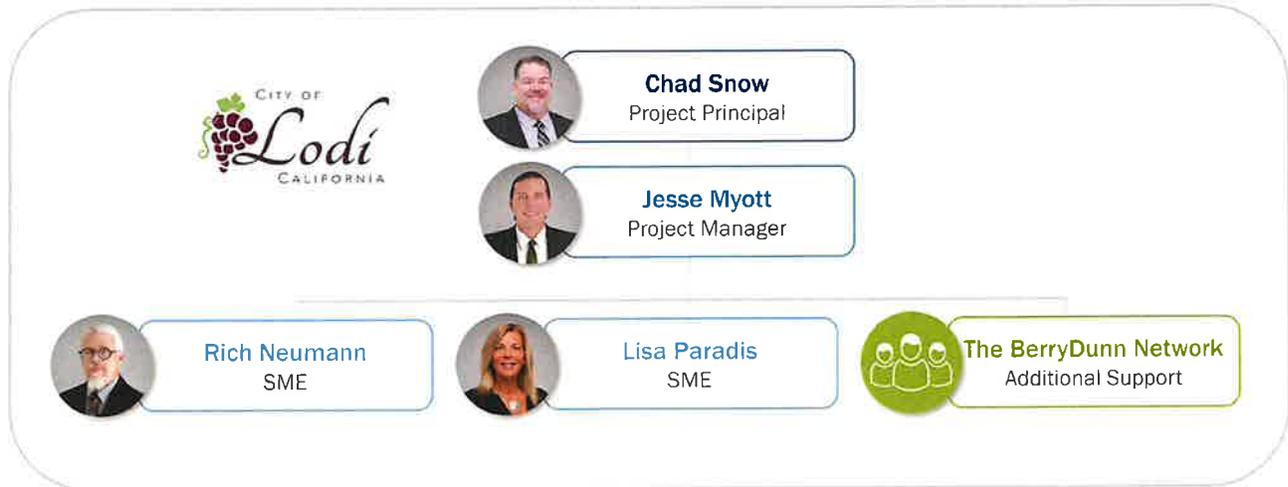
SECTION 03

Project Team

Organizational Structure

Our team members bring valuable perspectives from their experiences leading parks and recreation agencies, as well as supporting agencies through fee studies, programming assessments, cost recovery studies, master planning, and strategic planning projects. Figure 2 illustrates our team's organization, leadership, support, and partnerships.

Figure 2: Project Team Organizational Structure



Roles, Responsibilities, and Qualifications

Below and on the following pages, we provide details of our project team members' roles, responsibilities, and qualifications as it relates to the requested Comprehensive Program and Fee Study. All designated team members are available to complete this project. We understand that any substitutions of team members must be approved by the City. Our project team members' full resumes are included in Appendix A for the City's further review and consideration.



Jesse Myott, MA | Project Manager

Jesse is a manager in our Local Government Practice Group. He has over 12 years of public-sector experience, focusing on supporting local governments with operating and capital improvement budget development and management; special fund accounting, revenue, and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services. Prior to joining BerryDunn, Jesse served as Director of Administration and Finance for the City of Watertown, Massachusetts, Recreation Business Manager for the Town of Brookline, Massachusetts, a financial analyst for the City of South San Francisco, California and as a management analyst for the City of Daly City, California. He is a former member of the California Society of Municipal Finance Officers (CSMFO).

Jesse has led multiple cost of service and cost allocation projects for local governments across the country. He specializes in conducting similar initiatives for parks and recreation, public works, and planning and permitting functions. He has conducted fee studies for such departments in the City of Tucson, Arizona; City of Bozeman, Montana; City of Boise, Idaho; Travis County, Texas; City of Raleigh, North Carolina; and the Cities of Fernandina Beach, Largo, and Gainesville, Florida.

As the project manager, Jesse will:

- ▶ Build and maintain a productive relationship with the City
- ▶ Serve as the City's primary point of contact
- ▶ Lead our work and perform day-to-day project management and staff oversight
- ▶ Lead the analysis and development of project deliverables
- ▶ Develop and maintain the Project Work Plan and Schedule
- ▶ Provide subject matter expertise



Rich Neumann | Subject Matter Expert (SME)

Rich Neumann is a senior consultant in our Parks, Recreation, Libraries Practice. He has more than 23 years of public-sector experience related to cultural affairs, public engagement, marketing, communication, and branding. Rich is a nationally-recognized expert in public engagement and has led multiple community engagement efforts for various projects. Rich regularly works with communities to develop fun and interactive engagement strategies that garner thousands of touch points. His unrelenting creativity and offbeat sense of humor allow him to look at opportunities and challenges from a unique perspective. Rich specializes in helping clients overcome barriers to innovation within the public-sector landscape. He regularly helps clients envision new pathways, and he understands what is required to execute and implement new ideas in the public-sector landscape.

As SME, Rich will:

- ▶ Contribute to providing his expertise as it pertains to designing and implementing creative community engagement strategies



Lisa Paradis, MBA, CPRP | SME

Lisa is a manager in BerryDunn's Park, Recreation, Libraries Practices. She has more than 25 years of experience as a parks and recreation leader and served most recently as parks and recreation director for the City of Brookline, Massachusetts. Lisa has helped many organizations and communities embrace systemic challenges through action-oriented strategic planning and financial and organizational management. She regularly speaks at industry events and teaches classes on cost recovery and financial management.

As SME, Lisa will:

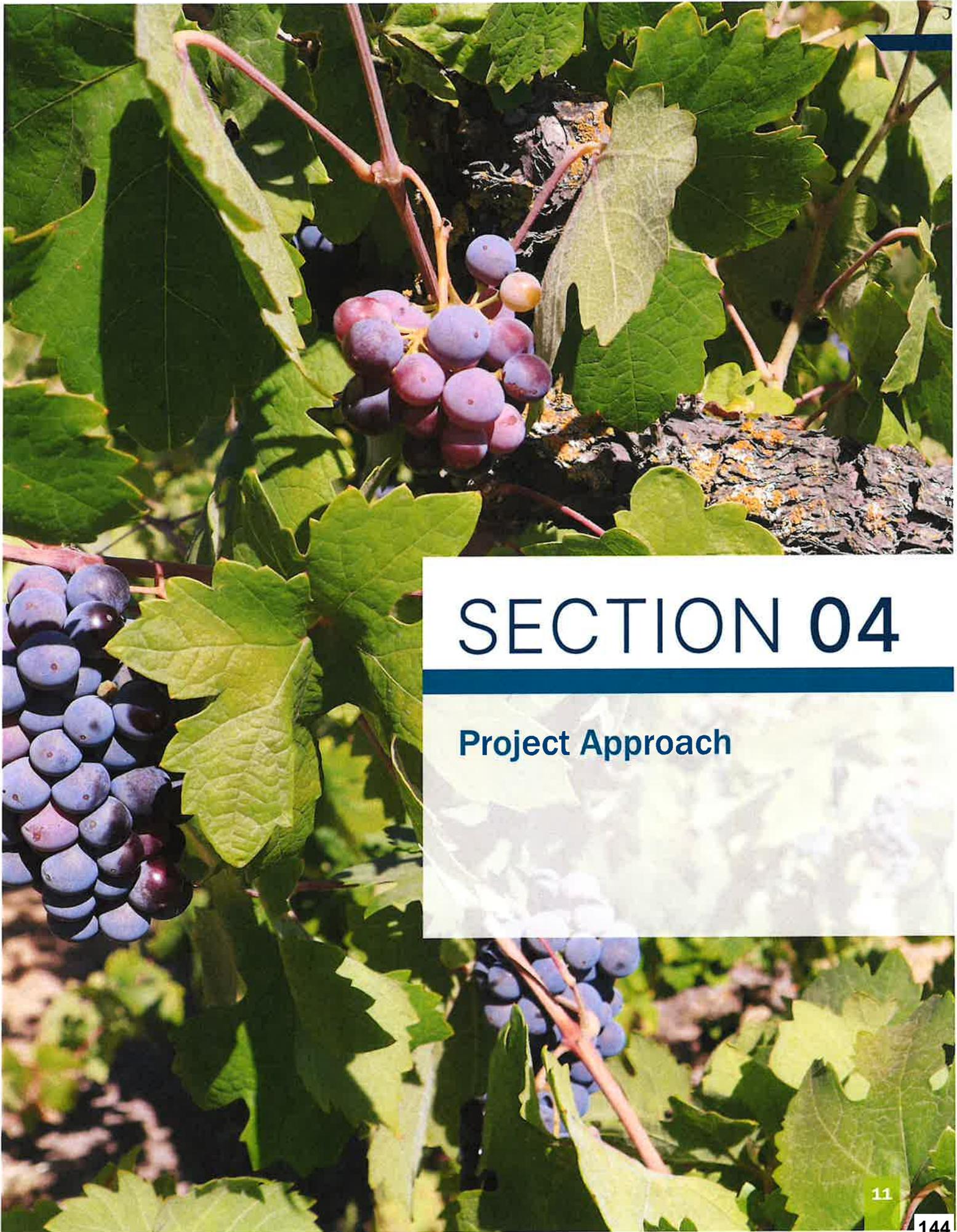
- ▶ Support our team in providing strong cost recovery recommendations, leveraging her experience as a parks and recreation practitioner and her understanding of trends and best practices, informed by active involvement in the National Recreation and Park Association (NRPA)

The BerryDunn Network



Additional Support

BerryDunn's Consulting Services Team includes more than 335 consultants who specialize in supporting public-sector clients. As needed, our project team will draw on the support of our vast pool of business analysts and subject matter experts. These consultants will provide in-depth knowledge of various aspects of local government and support the project team with efforts related to fact-finding, research, and deliverable development.



SECTION 04

Project Approach

Project Understanding

The City of Lodi is a community of about 63,000 located at the junction between the San Joaquin and Sacramento valleys. It is an agricultural area known for sustainable vineyards, blueberries, cherries, grains, olives, and other specialty crops. Its population is steadily growing, and has expanded by about 7% in the past decade. The City's parks and recreation system contributes to its quality of life. The system comprises 367 acres of parkland consisting of 28 parks with a variety of programs and activities.

Residents and visitors can play pickup and organized sports, paddle on the lake or river, run or walk, or enjoy special events at various City facilities. To help ensure the City's parks and recreation programs continue meeting resident needs, the City is interested in completing a Comprehensive Program and Fee Study. This study will evaluate the Parks, Recreation, and Culture Department's (the Department's) current financial status, identify potential revenue sources, and optimize expenditures.



What Makes BerryDunn the Best Fit?

- ▶ **Expertise in Parks and Recreation Financial Planning:** BerryDunn has a deep understanding of cost recovery, fee structures, and financial sustainability in the parks and recreation sector. Our team has successfully led similar fee studies and cost allocation plans for municipalities across the country, helping ensure that our recommendations are both practical and defensible. We are currently completing similar projects for clients in Arizona, North Carolina, Oregon, and Illinois.
- ▶ **Data-Driven and Community-Centric Approach:** We combine rigorous financial analysis with a deep understanding of community needs. Our approach balances cost recovery with accessibility, helping ensure that fees are equitable and aligned with the City's goal of enhancing quality of life while maintaining financial sustainability.
- ▶ **Creative and Innovative Community Engagement Approach:** Our community engagement approach leverages multiple touch points to expand our reach and involve a representative sample of the community. We create engaging, accessible, and dynamic ways to capture a diverse array of perspectives. We encourage active participation that helps us understand community needs, and allows us to reflect these values in our planning.
- ▶ **Holistic Needs Assessments:** We thoroughly evaluate recreation programming and compare the results to information gleaned from the community engagement. Our team keeps the user experience, fiscal sustainability, and economic and cultural value top of mind throughout the process.
- ▶ **National Benchmarking and Best Practices:** Our team brings a wealth of knowledge on industry best practices and has access to national benchmarking data to compare the City of Lodi's parks, recreation, and cultural services fee structures with peer communities. This allows us to provide recommendations that are competitive, fair, and informed by broader trends in the field.
- ▶ **Customized, Actionable Solutions:** We don't believe in one-size-fits-all solutions. Our team will work closely with the City of Lodi to develop a fee structure and cost allocation plan that aligns with its unique operational model, community priorities, and long-term vision.
- ▶ **Proven Track Record of Success:** BerryDunn has worked with communities of all sizes to develop financial strategies that support sustainable service delivery. Our experience with similar projects helps ensure that we can efficiently and effectively guide the City through this process, providing a plan that is both implementable and adaptable for future needs.

Project Methodologies

Below and on the following pages, we present our work plan intended to achieve the City's goals and objectives for this important initiative. We look forward to discussing our approach with the City and further customizing our work plan to best accommodate the City's needs.

1 PHASE 1: PROJECT PLANNING

To establish a strong foundation for the project and help ensure a high level of quality and communication throughout the engagement, we will use project management best practices based on the Project Management Institute®'s A Guide to the Project Management Body of Knowledge and our experience conducting similar projects with municipal and county parks and recreation systems nationwide.

The City can expect our team to complete the following project activities:

Thorough Project Planning

Following contract execution, BerryDunn will conduct an initial planning teleconference between our team and the City project team to confirm project goals, objectives, and expectations.

Virtual Kickoff

Following the initial planning call, we will conduct a virtual kickoff meeting with the City project team and identified stakeholders to discuss in greater detail the relationship of the current fees and charges environment, current cost recovery levels and revenue requirements, and applicable Department and Citywide goals and initiatives. Our project team will also use this meeting to identify initial staff and stakeholder groups, advisory committees, governing bodies, and community stakeholder groups to include in our engagement efforts.

Project Work Plan and Schedule

We will develop a project work plan and schedule that outlines our communication plan, scope, and schedule. We will review a timeline to schedule project meetings, and identify engagement groups. In addition, the Project Work Plan will outline the major tasks, timelines, and identified milestones and will incorporate agreed-upon procedures between BerryDunn and the City project team related to project control, including quality management and deliverable submission/acceptance management.

Review Existing Data and Documentation

One of the most important elements of this process will be our team's ability to gain a breadth of knowledge about plans, structure, and operation of the Department, as well as the staff and the City parks and recreation community of users. To start the process, we will submit an information request to the City project team to gather applicable documents and data including but not limited to current fee schedules, lists of existing permit and service types and associated annual volumes, revenue and expenditure budgets and reports, reserve balance reports (if applicable), detailed revenue reports by program, permit, and/or service type, staffing rosters, personnel salary and benefit data, and other documentation deemed important to the study.



Lead Biweekly Project Status Meetings

These meetings will describe activities and accomplishments for the reporting period, risk mitigation, deliverable reviews, scheduling discussions, and more.

- ▶ Deliverable 1 – Project Work Plan and Schedule
- ▶ Deliverable 2 – Biweekly Project Status Updates

2 PHASE 2: ENGAGEMENT

We recognize and commend the City's commitment to exploring options to sufficiently fund the department while also considering users' willingness and ability to pay and helping to ensure that parks, trails, and facilities remain accessible from a cost perspective. We also understand that the City would like to better understand community needs and desired programming. To this end, it will be important to engage multiple user and non-user groups of the City's parks and recreation system. To reach a broader section of community members, we propose a hybrid in-person and virtual approach consisting of virtual and web-based engagement methodologies for the following reasons:

- An interactive, virtual project site can give current and future system users a "home base" to give opinions through surveys and idea walls and check on ongoing events. This consistent access to project communication will support our stated goal to engage as many current and future system users as possible.
- Virtual events will be key in reaching disconnected community groups or groups with limited access to transportation.
- Multiple engagement channels will support efforts to include users and non-users within the City parks and recreation system.

The City can expect our team to complete the following project activities:

Demographics and Population Projections

To provide insight into the potential market for the City parks and recreation system, we will conduct a demographic analysis and market profile of the City/County. Our team will utilize all information available from previous planning efforts, the U.S. Census Bureau, Esri, and other national and local sources. We will analyze demographic characteristics of the community parks and recreation users, including current and projected data on:

Population trends and five-plus-year projections	Race and ethnicity over time	Education
Health metrics	Income	Transportation access
Household makeup	Housing status	Access to technology

We will summarize our findings in a Community Research and Analysis Report, which we will review in draft form with the City's project team before finalizing.

Detailed Engagement Strategy

We will work with the City's project team to discuss both virtual engagement options, identify and describe methods of community involvement, identify key stakeholders, create a schedule for input meetings, and identify specific stakeholder interview and focus group questions. We will develop a Detailed Engagement Strategy created with the City's culture and identity in mind.

Customized Project Website and Engagement Portal

We will work with the City project team to create a project website via Social Pinpoint that will keep the community informed of the project. The Department's Social Pinpoint site will also provide community members a means to share valuable input regarding needs and desires for parks and recreation programming. This interactive online tool helps strengthen the City's relationship with its system and service users and stakeholders, resulting in a diverse collection of feedback and better-informed planning outcomes. We will collaboratively determine which Social Pinpoint tools will best serve the desired outreach outcomes. We anticipate that the City will see value in utilizing Social Pinpoint's survey, mapping, forums, and ideas wall, and we look forward to discussing and customizing this site to reflect the needs and desires, goals and objectives, and community.

Note: Our team will maintain the project website throughout the planning process to keep residents and staff up to date on project progress and promote any participatory events.

Welcome!

Santa Maria Recreation and Parks Department Leisure Needs Assessment



The City of Santa Maria is developing a Leisure Needs Five-Year Master Plan. This initiative aims to ensure that our leisure services department continues to meet the needs of residents. The plan will assess existing recreation services, public art, and facilities.

We want to hear from you! Using the tools below, share your feedback and play your part in helping shape our community's recreation programs and public art.

Sample project website

Upcoming Events

PLAY YOUR PART! Attend a public input workshop and share your ideas!

Internal Leadership and Staff Engagement

We will conduct internal engagement that will include interviews and focus groups with City parks and recreation leadership, management, and staff. These fact-finding activities will focus on activity and program development, service delivery, and facility operations. These meetings will provide internal leadership and frontline staff an opportunity to provide input related to the City parks and recreation system improvements and needs. Leadership and staff perspectives are extremely important, and our approach intentionally involves staff throughout the entire process, as they will have responsibility for implementing the recommendations.

Staff and Stakeholder Meetings

To gather information related to needs and interests, we will hold meetings with staff key stakeholders composed of community leaders from the City, user groups, homeowner associations, neighborhood associations, friends groups, alternative providers, and other groups or individuals as identified.

Public Input Sessions

Our team will facilitate public focus groups to collect input from key community stakeholders. We will seek input from businesses, nonprofits, public agencies, and volunteer partners, as well as any neighborhood alliances and representatives. Further, we will routinely reach out to representatives of identified underrepresented population groups and engage them in the assessment and recommendations development process, helping to ensure an inclusive and equitable engagement process.

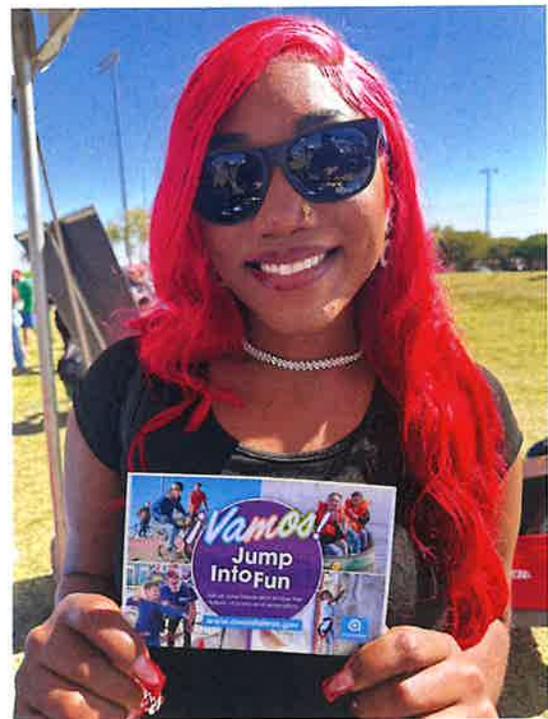
Programming Inventory

We will develop an inventory of existing programs for youth, adults, and seniors and subsequently compare the inventory to feedback collected during the community engagement process. This will help ensure program offerings are aligned appropriately with community needs. The program and services inventory will be matched up to the parks and open space inventory and analysis to help ensure there are appropriate spaces for the future program menu. We will also compare current program offerings with identified community needs expressed in the engagement process. The analysis process will begin with an interactive workshop with the City's Parks, Recreation, and Cultural Services Department staff to review issues, challenges, strengths, and weaknesses of programs and services. An inventory of core programs will be developed and analyzed according to program life cycle distribution, gap analysis, and age segment analysis. Other areas of review may include:

- Listing of the program inventory for the most recent year
- Program alignment with community need
- Programming trends within offerings as well as regional and national trends
- Assessing an equitable distribution of programs
- Developing key performance measures based on national best practice approaches

Engagement Feedback Summary and Needs Assessment

Our team will provide a summary of insights gleaned throughout the engagement process. Key findings generated from the demographics analysis, staff engagement, and community engagement activities will be assessed in relationship to each other. We will identify the common themes woven throughout the meetings, electronic engagement tools, and potential service gaps, as well as any pertinent observations garnered through the feedback. This assessment of community needs will help inform recommendations, especially related to fee levels and pricing methodologies.



- ▶ Deliverable 3 – Community Research and Analysis Report and Detailed Engagement Strategy
- ▶ Deliverable 4 – Customized Social Pinpoint Project Website and Engagement Portal
- ▶ Deliverable 5 – Engagement Feedback Summary



3

PHASE 3: COST OF SERVICE ANALYSIS

During Phase 3, our project team will virtually interview staff and stakeholders directly involved in the Department’s fiscal planning and management efforts and review applicable fee schedules and budgets. We will use this information to assess the Department’s current fees and charges environment. We will examine the customer service culture, perform a personnel review, and develop an initial cost of service model. Our goal will be to identify key direct and indirect resources related to the Department’s core service delivery functions. We will then calculate cost recovery per core service category, and where the data allow for each applicable activity, program, permit, and service the Department provides. We will develop recommendations of targeted cost recovery ranges consistent with identified revenue requirements, cost recovery targets, reserve fund balance levels (if applicable), and policy elements.

The City can expect our team to complete the following project activities:

Virtual Staff Interviews

Our team will meet with applicable Department and City staff directly involved in the Department’s fiscal planning and management efforts as well as parks and recreation activity and program development and delivery.

Current Fiscal Environment Review

Our team will review applicable fee schedules, operating and capital budgets, revenue and expenditure reports (actuals), personnel budgets, and any other financial source documents deemed vital to the study.

Service Cost Projection

Using the financial and personnel information available, we will develop a cost of service model and project the full cost for providing services by specific service category, specific service type, and/or specific service.

Fee Methodology Recommendations

We will then recommend methodologies for calculating fees and estimated the target ranges of cost recovery necessary to satisfy revenue requirements, reserve fund balance level (if applicable), and to support specific policy elements. We will recommend where it is not feasible to recover the full cost of providing a service and also identify those instances where full cost recovery is attainable. As part of this effort, we will recommend fees for services the Department is currently providing but for which no fee is currently assessed, if applicable.

► Deliverable 6 – Cost of Services Analysis and Model



4

PHASE 4: COST RECOVERY POLICY UPDATES, RECOMMENDATIONS, AND BENCHMARKING

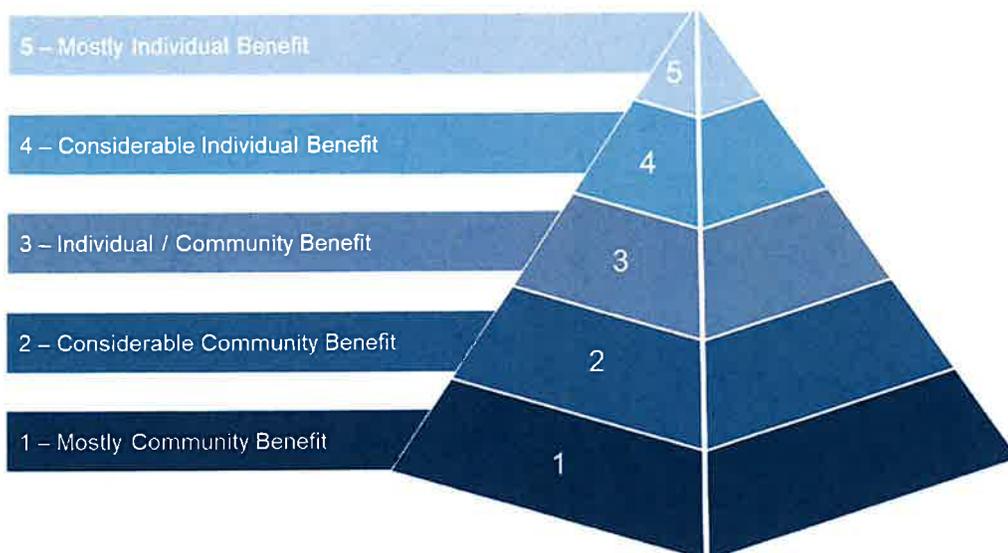
Utilizing the Engagement Feedback Summary and the Cost of Service Analysis completed in Phase 2 and Phase 3, our project team will identify and prioritize necessary changes to fee calculation methodologies and fee schedule structure, cost recovery ranges and targets, and cost allocations, develop initial recommendations, and outline any additional, applicable areas where improvements should be considered. We will review findings, priorities, and recommendations with the City project team and external stakeholders as directed, through virtual workshops (optional on-site review meeting to be established in conjunction with the City project team). The purpose of these workshops will be to gain perspective and understand the Department's current and future goals. These sessions will build momentum and support for the success of cost recovery goal development, policy development, and additional future planning initiatives. We will utilize information from the visioning sessions to then make cost allocation recommendations and develop those recommendations to be consistent with cost recovery targets recommended. Based on our extensive experience with cost of service analyses, we believe it is important to conduct these sessions to provide the opportunity for open dialogue and exploration before diving into the extensive details required to develop cost recovery targets.

The City can expect our team to complete the following project activities:

Virtual Workshops

We will lead virtual and/or in-person workshop sessions with the City project team to review the Cost of Service Analysis developed in Phase 3 (optional on-site review session with staff and stakeholders of the full cost analysis and fee study report findings related to the current fiscal and service environment.). We will work with the City project team to confirm our understanding of the Department's fiscal environment and our subsequent development of the cost of service model reflecting that environment. We will lead discussions with the City project team to analyze the cost recovery levels for each core service category to help ensure that proposed targets are fair and equitable both to users of the parks and recreation system and non-users who may not use the system but support it through other means (e.g., taxpayers). Figure 3, on the following page, illustrates the pyramid model (beneficiary model) BerryDunn will use to assess and prioritize the impact of various program fees. We will use this information to help inform the subsequent development of cost recovery targets.

Figure 3: BerryDunn's Cost of Service Pyramid Methodology



Cost Recovery Targets

We will combine all staff, stakeholder, and community feedback, as well as demographic and trend data, to inform cost recovery targets for generating revenue, recovering costs, and managing the Department's operations.

Findings Review and Validation

We will validate cost recovery target development, fee calculation methodology, and full cost and revenue allocation methodology. Where appropriate, we will contribute recommendations related to best practices and methodologies related to service delivery. As part of this process, we may identify other deficiencies and areas for improvement.

Cost Recovery Policy Updates and Recommendations

Our team will develop initial cost recovery policy updates and recommendations for the Department's review. This will include priorities and implementation strategies, as well as any additional appropriate consultative recommendations. We will leverage our project team's prior experience working with similar agencies throughout the country to compile options for cost recovery targets and policy development. Furthermore, cost recovery level recommendations will incorporate applicable community engagement feedback gathered in Phase 1 related to willingness/ability to pay, where applicable.

Peer Comparisons

We will survey up to five comparable agencies, utilizing publicly available documents and information, to assess current and recommended fee levels related to similar core services peers provide as well as current cost recovery levels.

▶ Deliverable 7 – Cost Recovery Policy Updates, Recommendations, and Peer Comparisons

5

PHASE 5: DRAFT PROJECT REPORT

We will prepare a Draft Cost of Service Report, which we will share with the City project team and applicable stakeholders as directed. We will solicit feedback and discuss, document, and include desired modifications. The report will include an executive summary, synthesis of findings and recommendations, engagement feedback, and the cost of service and financial performance model developed to sustain activities, programs, services, and existing assets/facilities and lands. We find that by sharing our initial findings and report with leadership, staff, and stakeholders, we can establish consensus, build buy-in, and promote the long-term success of the recommendations and changes. Additionally, we will provide the Department with the draft cost of service model in an easily accessible Microsoft Excel format.

The City can expect our draft findings and recommendations efforts to include the following:

Virtual Review Session

We will meet virtually with the City project team and other identified staff to provide an overview of the full Cost of Service Analysis and findings related to the current and projected fiscal and service environment. This will include a review of current revenue and expense allocations, revenue requirement estimates and revenue projections for four fiscal years, and expense requirement estimates and expense projections for four fiscal years.

We will discuss cost recovery targets, users' willingness to pay, fee design and calculation recommendations, and updated cost recovery policy elements, where applicable.

Draft Cost of Service Report

We will summarize these discussion topics and our findings to date in a Draft Cost of Service Report. We will share this with the City project team for review.

- ▶ Deliverable 8 – Draft Cost of Service Report

6

PHASE 6: FINAL PROJECT REPORT

As final project closeout and knowledge sharing activities, we will apply edits to the Draft Cost of Service Report and Cost of Service Model, incorporating the City's feedback, and updating the documents to final versions. We will review final project deliverables with staff and applicable stakeholders as directed. We find that involving staff in preparation of the final documents helps to transfer knowledge and helps ensure the successful implementation of the final recommendations.

The City can expect our team to complete the following project activities:

Final Cost of Service Report

We will incorporate the City's input and requested revisions to the Draft Cost of Service Report and update the Report to final form.

Final Cost of Service Model

We will develop the Final Cost of Service Model and provide both a single PDF file of the report and a Microsoft Excel version of the model. This will help to ensure the City can easily adjust the model, as needed, in the future.

Final Presentations

We will develop and deliver virtual presentations of the final deliverables to City leadership and staff. We will deliver a final project presentation to the City Council, in person. We find that these final presentations allow attendees to ask our team any final questions, help to generate buy-in for recommendations, and promote the long-term success of the study.

- ▶ Deliverable 9 – Final Cost of Service Report
- ▶ Deliverable 10 – Final Cost of Service Model
- ▶ Deliverable 11 – Final Presentations

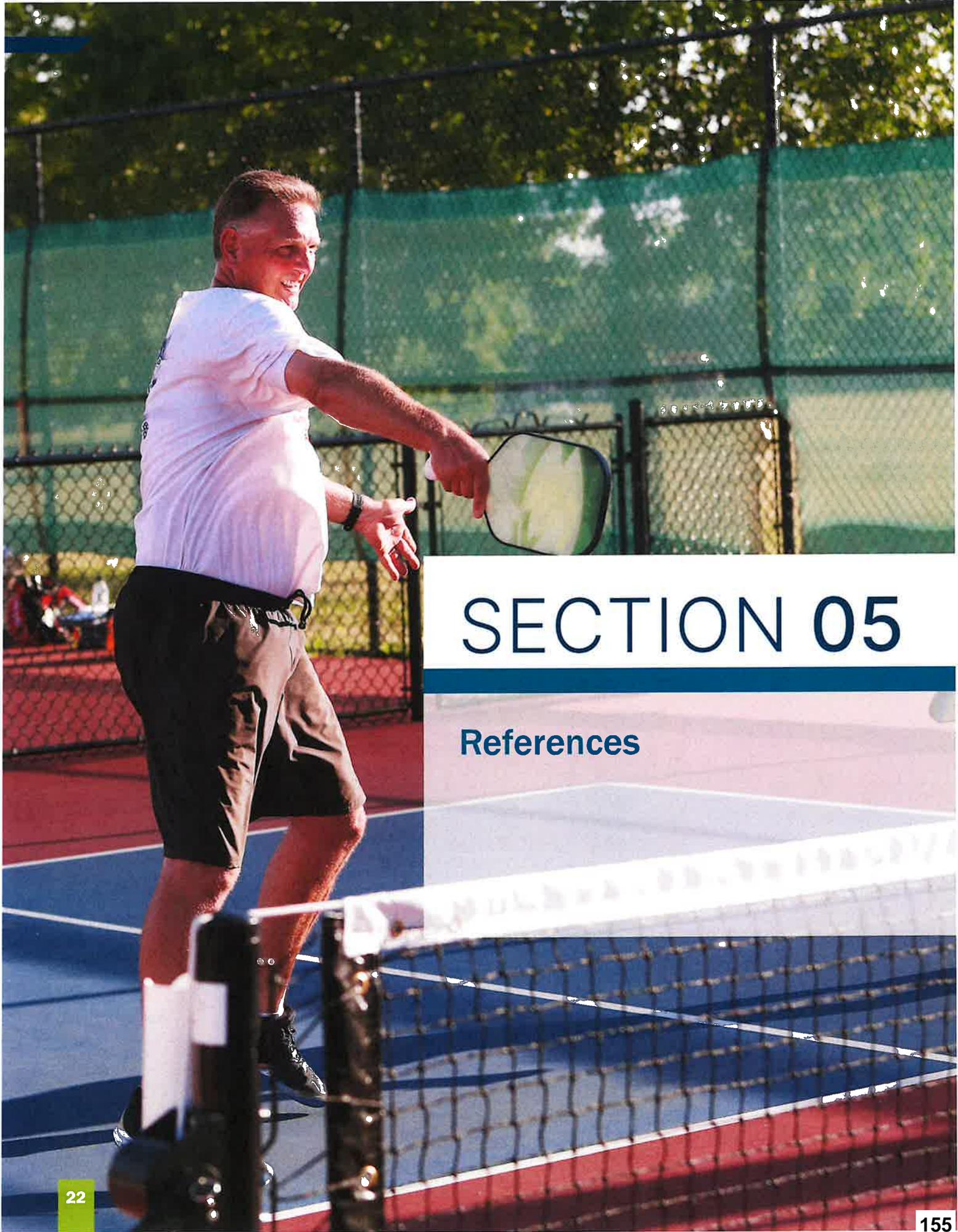


Proposed Schedule

Below in Table 1, we highlight our proposed project schedule for the City's requested work effort. We are happy to adjust this schedule to best accommodate the City's needs, as appropriate.

Table 1: Proposed Project Schedule





SECTION 05

References



City of Raleigh, North Carolina

Cost of Service Analysis and Fee Study

The City of Raleigh partnered with BerryDunn to prepare a Parks, Recreation, and Cultural Resources (PRCR) Department Cost of Service Analysis and Fee Study. The focus of the project was to review all revenue generated from user fees and charges for activities, programs, and services PRCR provides, and the identified expenses associated with providing all activities, programs, rentals, permits, and services. Additionally, the study also included a review of PRCR fee and process policy elements as they pertain to price setting and financial assistance. Based on operations and maintenance expense projections and expected service offerings, BerryDunn utilized expected service offerings to be delivered through facilities and other system assets, and prepared revenue projections and calculated estimated cost recovery levels for core recreation and resources service delivery areas. These reviews and analyses allowed PRCR to make informed policy decisions at the aggregate level, as well as on each activity, program, service, and permit, regarding fee levels and revenue generation.

REFERENCE

Lauryn Kabrich, Park Planner
Raleigh Municipal Building
6th Floor
222 W. Hargett St., Suite 608
Raleigh, NC 27601
919.996.4787
Lauryn.Kabrich@raleighnc.gov
Timeline: 2023 - 2024
Team: Jesse Myott, Lisa Paradis



City of University Park, Texas

Parks and Recreation Cost of Service Study

The City of University Park partnered with BerryDunn to prepare a Parks and Recreation Department Cost of Service project. The focus was to provide the City with an overview of current Department fees and charges environment and associated revenues and expenses for each activity, permit, and service the Department provides.

The study also documented the estimated percentage of full costs recovered delivering specific services at current fee levels, which allowed City officials to make informed policy decisions regarding adjustments to fees and charges.

REFERENCE

Sean Johnson, Parks and Recreation Director
4420 Worcola St.
Peek Municipal Service Center
Dallas, TX 75206
214.987.5486
sjohnson@uptexas.org
Timeline: 2021 - 2022
Team: Jesse Myott, Lisa Paradis



Town of Queen Creek, Arizona

Cost of Service Analysis and Fee Study

The Town of Queen Creek partnered with BerryDunn to prepare a Parks and Recreation Cost of Service Analysis and Fee Study. The focus was to provide the Town with an overview of its current parks and recreation fees and charges environment and associated revenues and expenses for each activity, permit, and service the Town provides.

The study also documented the estimated percentage of full costs recovered delivering specific services at current fee levels, which allowed Town officials to make informed policy decisions regarding adjustments to fees and charges to satisfy revenue requirements.

REFERENCE

Adam Robinson
Director of Parks and Recreation
22358 S. Ellsworth Rd.
Queen Creek, AZ 85142
480.353.3715
adamrobinson@queencreekaz.gov
Timeline: 2023 - 2024
Team: Jesse Myott, Lisa Paradis



APPENDIX A

Resumes



Jesse Myott, MA

PROJECT MANAGER
BERRY, DUNN, MCNEIL, & PARKER, LLC

EDUCATION AND CERTIFICATIONS

Master's, History, San Francisco State University

Bachelor's, History, University of Rhode Island

Associate's, Champlain College

AFFILIATIONS AND MEMBERSHIPS

California Society of Municipal Finance Officers (CSMFO) (former)

Municipal Management Association of Northern California (MMANC) (former)

SELECT CLIENTS

City of Bozeman, MT

Town of Queen Creek, AZ

City of Raleigh, NC

City of Jefferson, MO

City of Mobile, AL

City of Pflugerville, TX

City of University Park, TX

Peninsula Metro Park District, WA

Wilmette Park District, IL

Jesse Myott is a manager in our Local Government Practice Group. He brings over a decade of public-sector experience, focusing on supporting municipalities with operating and capital improvement budget development and management; special fund accounting, revenue and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services. Jesse has led multiple cost of service and fee study projects for local governments across the country.

RELEVANT EXPERIENCE

Fee Studies: Jesse has authored highly complex and sensitive fee studies, created detailed subsidy analyses, and developed cost recovery models as well as water and sewer rate setting models for municipalities across the country, most recently for the City of Bozeman, Montana; City of Raleigh, North Carolina; Town of Smithfield, Rhode Island; the Cities of Gainesville and Largo, Florida; and the Counties of Alachua and Manatee, Florida.

Process Analysis and Improvement: Jesse is an experienced municipal finance and management professional with over a decade of experience serving in many local government areas, both as an analyst and in senior management roles. His municipal business process knowledge extends through city administration, public works, water delivery and waste collection services, solid waste collection, public safety, economic development and redevelopment, library and recreation services, human resources, capital improvement program development, facility planning, compensation and benefits analysis, and citywide operating budget planning, monitoring, and delivery.

Utilities Operations: Jesse has years of utility operations experience, specifically in water and sewer utility management. This experience includes operating and capital improvement budget development and delivery, rate setting, water distribution infrastructure finance planning, and collection infrastructure finance planning. Prior to joining BerryDunn, Jesse served as director of finance and administration for the public works department as well as acting superintendent of public works for an interim period.

Finance: Jesse brings over a decade of public-sector experience. In addition to being an adept municipal finance professional, Jesse is particularly accomplished in public works and engineering budget development and delivery, as well as capital improvement project budget development and delivery. Prior to joining BerryDunn, he served as financial analyst and management analyst for the Cities of South San Francisco and Daly City, California, respectively.

PUBLICATIONS AND PRESENTATIONS

Massachusetts Recreation and Park Association (MRPA) Annual Conference Speaker 2015 – Cost Recovery Methods



Rich Neumann

SENIOR CONSULTANT/SUBJECT MATTER EXPERT
BERRY, DUNN, MCNEIL, & PARKER, LLC

EDUCATION AND CERTIFICATIONS

B.S. Communications/B.S. English; James Madison University, Harrisonburg, VA

SELECT CLIENTS

Athens-Clarke County, GA
City of Pflugerville, TX
Hyland Hills Park and Recreation District, CO
Town of Gilbert, AZ

Rich Neumann is a senior consultant in our Parks, Recreation, Libraries Practice. He has more than 23 years of public-sector experience related to cultural affairs, public engagement, marketing, communication, and branding. His unrelenting creativity and offbeat sense of humor allow him to look at opportunities and challenges from a unique perspective. A nationally recognized and award-winning expert in public engagement, Rich specializes in helping clients overcome barriers to innovation within the public-sector landscape. He regularly helps clients envision new pathways, and he understands what is required to execute and implement new ideas in the public-sector landscape.

RELEVANT EXPERIENCE

Community Engagement: Rich excels at developing targeted community engagement around master and strategic planning initiatives. His outgoing, personable, and thoughtful demeanor allow him to connect with community members, staff, leadership, elected officials, and partner agencies alike. His approach is creative, custom-fit, nuanced, and sensitive to the diverse needs of those involved.

Special Events: Rich has a strong track record of special events creation and execution; in fact, in the wake of his extensive speaking engagements at state and national conferences, Rich's wildly creative events have been copied and produced in municipalities across North America. Additionally, while serving as marketing and cultural affairs manager for the City of Westminster, Colorado, Rich increased event attendance by 300% and revenue by more than 850%. He also designed and implemented an event sponsorship program with contracts exceeding \$200,000 annually.

Innovation: Rich is known for developing unique, creative strategies and helping governments breakdown barriers to innovation. He excels at helping clients approach their challenges from new angles. He works with clients to develop custom solutions that meet the needs and character of the communities they support. While serving as communications manager for Adams County, Colorado, he was selected to serve on the County's first Innovation Academy, sponsored by the Alliance for Innovation and Arizona State University.

PUBLICATIONS AND PRESENTATIONS

Outrageous Events—Incredible Results! Michigan Recreation and Parks Association Annual Parks Conference, Virtual Session, February 2021/

Utah Recreation and Parks Association Marketing Workshop, Salt Lake City, UT 2022



Lisa Paradis, MA

SENIOR MANAGER/SUBJECT MATTER EXPERT
BERRY, DUNN, MCNEIL, & PARKER, LLC

EDUCATION AND CERTIFICATIONS

MBA, University of Massachusetts, Boston

Bachelor of Political Science, University of Massachusetts, Amherst

Certified Park and Recreation Professional, NRPA

Harvard University, Cambridge, Massachusetts – Post-Graduate coursework, Public Administration, Organizational Management

University of Massachusetts, Boston, Massachusetts – Post-Graduate coursework; Performance Measurement

AFFILIATIONS AND MEMBERSHIPS

American Academy of Park and Recreation Administration (AAPRA), 2018

Massachusetts Recreation and Park Association Professional of the Year, 2017

National Recreation and Park Association (NRPA)

SELECT CLIENTS

Town of Gilbert, Arizona

City of Lauderdale Lakes, FL

City of Raleigh, NC

City of University Park, TX

Mecklenburg County, NC

Town of Queen Creek, AZ

Lisa Paradis is a senior manager in our Parks, Recreation, Libraries Practice. She has more than 25 years of experience as a park and recreation director, most recently for the Town of Brookline, Massachusetts. Lisa has helped many organizations and communities embrace systemic challenges through action-oriented strategic planning and financial and organizational management. Her approach involves creating and implementing strategic plans, cost recovery plans, feasibility studies, and organizational assessments. She understands the importance of a thoughtful, mission driven, community-centric, and implementable approach.

RELEVANT EXPERIENCE

Parks and Recreation Cost Recovery: Lisa is an expert in cost recovery strategies for parks and recreation departments. She has led cost recovery efforts for clients including the City of Jefferson City, Missouri; City of Mobile, Alabama; and Town of Gilbert, Arizona. She works with agencies to understand the true costs of providing facilities and services, identify areas of greatest community impact, and develop creative alternative cost recovery strategies.

Parks and Recreation Innovation: As a leader, mentor, and often provocateur, Lisa helps organizations and communities to achieve unimagined greatness by embracing systemic challenges through bold, action-oriented strategic planning, financial and organizational management. Lisa is steadfast in her pursuit to challenge professionals to think beyond the obvious and tackle challenges from a variety of perspectives to find the best possible solution for their communities.

Industry Leadership: Lisa is an expert in parks and recreation and organizational development. She has been a featured speaker at numerous conferences and annually teaches a three-day leadership training course. Lisa is a founding member of Women in Parks and Recreation, an industry group with more than 11,000 members. She is a sought-after mentor to many in the industry.

PUBLICATIONS AND PRESENTATIONS

“Leveraging Technology, Partners, and People to Create Innovative and Equity Based Systems Plans,” Florida Recreation and Parks Association



berrydunn.com

"BerryDunn" is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide professional services in an alternative practice structure in accordance with the AICPA Code of Professional Conduct. BDMP Assurance, LLP is a licensed CPA firm that provides attest services, and Berry, Dunn, McNeil & Parker, LLC, and its subsidiary entities provide tax, advisory, and consulting services.

Berry, Dunn, McNeil & Parker, LLC provides staff and other administrative resources to BDMP Assurance, LLP. If engaged, BDMP Assurance, LLP will lease professional and administrative staff, both of which are employed by LLC, in performing its services. These individuals will be under the direct control and supervision of BDMP Assurance LLP, which is solely responsible for the performance of our engagement.

The entities falling under the BerryDunn brand are independently owned and neither entity is liable for the services provided by the other entity. Our use of the terms "our Firm" and "we" and "us" and terms of similar import denote the alternative practice structure of Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP.

This proposal is the work of BerryDunn and is in all respects subject to negotiation, agreement, and signing of specific contracts.

©2025 BerryDunn | All rights reserved.

**City of Lodi Parks, Recreation and Cultural Services
Request for Proposals for Comprehensive Program and Fee Study**

EXHIBIT B – COST PROPOSAL

Company Name Berry, Dunn, McNeil & Parker, LLC		Federal Tax ID# 01-0523282	
Company Address 2211 Congress Street	CITY Portland	State Maine	Zip 04102
Mailing Address (if different)	CITY	State	Zip
Contact Person Name and Title Charles Snow, Principal		Phone (207) 541-2200	
Email Address csnow@berrydunn.com		Secondary Phone	
Company Website www.berrydunn.com		Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC	

Attach additional pages as necessary to include information required in this RFP, Section IV. SUBMISSION REQUIREMENTS, item 9. Cost Proposal.

Authorized Signature:  _____

Date: April 21, 2025 _____

Table 1 presents our proposed costs for completing the City’s requested scope of work. We propose a firm, fixed fee inclusive of all time, materials, and travel.

These costs were developed based on the following factors:

- Our detailed work plan narrative presented in our proposal
- Our staffing plan and resource allocation, which provides the client with the appropriate number of resources and the ideal level of expertise to complete the tasks defined in the scope of work
- Our experience conducting projects of similar scope and size

Table 1: Proposed Costs by Phase

PHASE	COSTS
Phase 1: Project Planning	\$6,848
Phase 2: Engagement	\$21,036
Phase 3: Cost of Service Analysis	\$25,200
Phase 4: Cost Recovery Policy Updates, Recommendations, and Benchmarking	\$9,664
Phase 5: Draft Project Report	\$8,488
Phase 6: Final Project Report	\$9,480
TOTAL	\$80,716



EXHIBIT C

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

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Other Insurance Provisions:

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

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

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BERRY, DUNN, MCNEIL, AND PARKER, LLC, FOR A COMPREHENSIVE PROGRAM AND FEE STUDY FOR THE PARKS, RECREATION, AND CULTURAL SERVICES DEPARTMENT AND APPROPRIATING FUNDS (\$92,650)

WHEREAS, the City of Lodi Parks, Recreation, and Cultural Services (PRCS) Department has identified the need for a department-wide Comprehensive Program and Fee Study to evaluate the current financial status, identify potential revenue sources, optimize expenditures, and ensure long-term sustainability; and

WHEREAS, the City issued Request for Proposals No. PRCS-25-01 on April 3, 2025, soliciting qualified consulting firms to conduct the study; and

WHEREAS, the City received three proposals by the May 1, 2025 deadline from Berry, Dunn, McNeil, and Parker, LLC (“BerryDunn”), Matrix Consulting Group, and MGT Consulting Group; and

WHEREAS, an internal review panel evaluated proposals based on qualifications, approach, cost effectiveness, and alignment with City goals; and

WHEREAS, BerryDunn was selected based on its expertise in parks and recreation, strategic implementation framework, and ability to align with Lodi’s needs and values; and

WHEREAS, the cost of services is \$92,650 and was previously budgeted in FY 25 under account 20070001.72450 (Misc. Professional Services), but was not expended; and

WHEREAS, this resolution includes the re-appropriation of unused FY 25 funds into FY 26 to fund the agreement in full.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi hereby authorizes the City Manager to execute a Professional Services Agreement with Berry, Dunn, McNeil, and Parker, LLC, in the amount of \$92,650 to conduct a Comprehensive Program and Fee Study for the PRCS Department; and

BE IT FURTHER RESOLVED that the City Council authorizes the re-appropriation of \$92,650 from FY 25 to FY 26 in account 20070001.72450 – PRCS Administration Misc. Professional Services, to support 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: August 20, 2025

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Appropriating Funds for Salas Park Sports Lighting Improvements (Phase 2) from Playground Replacement Project in the Amount of \$21,920 and Parks Tree Trimming Project in the Amount of \$10,500 for a Total Amount of \$32,420 (\$32,420) (PRCS)

MEETING DATE:

August 20, 2025

PREPARED BY:

Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION:

Adopt a resolution appropriating funds for Salas Park Sports Lighting Improvements (Phase 2) from Playground Replacement Project in the amount of \$21,920 and Parks Tree Trimming Project in the amount of \$10,500 for a total amount of \$32,420.

BACKGROUND INFORMATION:

Salas Park is Lodi’s primary sports facility for youth baseball, softball, soccer and football. Phase 1 was accepted by City Council on March 16, 2016. Phase 2 will complete the installation of the Musco Sports Lighting system for youth night games and practices at this facility. Phase 2 improvements will include relocation of two of the eight steel poles set in 2016 for better illumination, installation of thirteen (13) new 70’ high galvanized steel poles with LED light fixtures, all wiring and integration with the existing Musco Control-Link® Control & Monitoring System and existing switchboard panel, and other incidental and related work, as shown on the plans and specifications for the above project.

On January 15, 2025, Council approved plans and specifications and authorized the City Manager or designee to award the contract to lowest responsive bidder in an amount not-to-exceed \$290,000; pre-purchase the sports lighting components from Musco Corporation of Oskaloosa, Iowa for an amount not-to-exceed \$960,000; authorize City Manager or designee to execute change orders in an amount not-to-exceed \$107,000; and appropriate funds in the amount of \$257,628. The bid opening was held April 2, 2025. The City received the following eight bids:

Above/(Below)

Bidder	Location	Base Bid	Engineer’s Estimate
Engineer’s Estimate		\$290,000	
SCC Electric, Inc.	Novato	\$297,500.00	\$7,500.00
Collins Electric Company Inc.	Stockton	\$371,668.00	\$81,668.00
SacTown Contractors Corp. dba Sactown Construction Pros	Sacramento	\$382,533.00	\$92,533.00
Bockmon & Woody Electric Co., Inc.	Stockton	\$417,000.00	\$127,000.00
*California Building Structures, Inc.	Modesto	\$430,000.00	\$140,000.00
Tennyson Electric L.L.C.	Livermore	\$615,000.00	\$325,000.00

COUNCIL COMMUNICATION

Bear Electrical Solutions L.L.C.	Alviso	\$617,500.00	\$327,500.00
St. Francis Electric L.L.C.	San Leandro	\$648,700.00	\$358,700.00

*Non-responsive Bid - Did not include Addendum 2

The lowest bid by SCC Electric, Inc. exceeded the amount authorized to award by the City Manager by \$7,500. To account for the additional \$7,500 and provide change order authority to account for unforeseen construction related costs, staff recommended to Council and Council adopted a resolution on May 21, 2025 awarding contract for Salas Park Sports Lighting Improvements (Phase 2) to SCC Electric, Inc. of Novato, California in the amount of \$297,500, authorized City Manager or designee to execute change orders in the amount of \$132,500; and appropriated funds in the amount of \$32,420. However, the amount of \$32,420 requested from Playground Replacement Project Savings (PKCP-24006) was short \$10,500. Staff requests \$21,920 from Playground Replacement Project Savings (PKCP-24006) and \$10,500 from Parks Tree Trimming (PKCP-20002) and re-appropriating to Parks Capital (PKCP-24003).

STRATEGIC VISION:

6C. Parks: Develop & maintain sports/recreational facilities for City & public use including an indoor sports facility.

FISCAL IMPACT:

The new sports lighting system will decrease maintenance and operations costs in the park’s sports lighting system.

FUNDING AVAILABLE:

Staff requests to transfer \$21,920 from Playground Replacement Project (PKCP-24006) and \$10,500 from Parks Tree Trimming (PKCP-20002) and re-appropriating to Parks Capital (PKCP-24003).

Fiscal Year 2023-24 and 2024-25 Budget	
Parks & Rec Capital (PKCP-24003)	\$500,000
Fiscal Year 2024-25	
Parks & Rec Capital (PKCP-24003)	\$600,000
Previously requested appropriation	
From Playground Replacement (PKCP-24006)	\$257,628
Requested appropriation	
From Playground Replacement (PKCP-24006)	\$21,920
Request appropriation	
From Parks Tree Trimming (PKCP-20002)	<u>\$10,500</u>
TOTAL:	\$1,390,048

Capital Improvement Plan

FY 2024-2025

Project Title: Salas Pk Sports Light-Phase II		Munis Project Code: PKCP-24003				#189			
Section I: Description		District Nos: 5	Project Length			Priority	Normal		
<p>This project would complete the installation of the Musco Sports Lighting system for youth night games and practices at this facility. The Phase II improvements would include (13) new 70' high galvanized steel poles and LED light fixtures. Phase I was installed in 2015 with (8) new 70' galvanized steel poles, fixtures and Musco Lighting Controls, along with new switchboard equipment.</p>									
Justification/factor driving project									
The completion of this project will provide sports lighting for safe night play along with energy saving with the LED lighting fixtures.									
Additional Information									
<p>The required electrical infrastructure was installed in 2015. The existing wood poles and old fixtures are difficult to maintain as the wooden poles twist and de-grade as the Salas basin fills with storm water. 5/21/24 Per Special Council Meeting - move funding of \$600,000 from CIP #219 Cricket Sports lighting (PKCP-22010) over to Salas Park Sports lighting.</p> <p>FY 24 Council action 7/19/23; Reso 2023-154</p> <p>11/25/2024: Request to reallocate project savings from Playground Replacement Project (PKCP-24006) in the amount of \$257,628 at January 15, 2024 Council Meeting - cj 04/08/2025: Request to reallocate project savings from Playground Replacement Project (PKCP-24006) in the amount of \$32,420 at May 21, 2025 Council Meeting (Contract Award) -cj 07/27/2025: Playground Replacement Project (PKCP-24006) short \$10,500. Therefore, requesting \$21,920 from Playground Replacement Project (PKCP-24006) and \$10,500 from Parks Tree Trimming (PKCP-2002) at Council's August 20, 2025 meeting; for a total of \$32,420 to cover Sports Lighting Project. -cj 7/27/2025</p>									
Section II: Estimated Project Costs									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Contracts		\$ 500,000	\$ 600,000						\$ 1,390,048
			\$ 290,048						
Total Capital Costs	\$ -	\$ 500,000	\$ 890,048	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,390,048
Section III: Funding Sources/Methods of Financing									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
432 - Parks&Rec Capital		\$ 500,000	\$ 600,000						\$ 1,390,048
432 - Parks&Rec Capital			\$ 290,048						
Total Project Financing	\$ -	\$ 500,000	\$ 890,048	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,390,048

Capital Improvement Plan

FY 2024-2025

Project Title: Playground Replacement			Munis Project Code: PKCP-24006			316			
Section I: Description		District Nos: 1,3,4	Project Length 03/24-07/24	Priority	Normal				
Replacement of playground structures at: Legion Park, English Oaks Park, Peterson Park, Katzakian Park and Hale Park.									
Justification/factor driving project									
To meet the updated playground equipment safety requirements.									
Additional Information									
Additional detail available on original CIP #s: 114, 222, 223, 224 and 225. Per Public Works request, consolidate into new combined CIP 316, PKCP-24006. Work for all 5 parks were bid as one project, with the same funding source.									
Changes to Funding:									
-\$257,628 re-appropriation to Salas Park Lighting (Phase 2) Project, Council action January 15, 2024									
-\$32,420 re-appropriation to Salas Park Lighting (Phase 2) Project, Council action May 21, 2025, however short \$10,500									
-\$21,920 re-appropriation to Salas Park Lighting (Phase 2) Project, Council item pending August 20, 2025									
Total transfer to Salas Park Lighting (Phase 2) = \$279,548 -cj 7/27/2025									
Section II: Estimated Project									
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Contracts	\$ -	\$ 1,663,000	\$ (257,628)	\$ (21,920)					\$ 1,383,452
Internal Staff	\$ -	\$ 72,000							\$ 72,000
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
Total Capital Costs	\$ -	\$ 1,735,000	\$ (257,628)	\$ (21,920)	\$ -	\$ -	\$ -	\$ -	\$ 1,455,452
Section III: Funding Source									
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
432 - Parks&Rec Capital	\$ -	\$ 1,735,000	\$ (257,628)	\$ (21,920)					\$ 1,455,452
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
Total Project Financing	\$ -	\$ 1,735,000	\$ (257,628)	\$ (21,920)	\$ -	\$ -	\$ -	\$ -	\$ 1,455,452

Capital Improvement Program - Maintenance

FY 2025-2026

Maintenance Project Title:	Park tree trimming			Munis Project Code:	PKCP-20002			#5	
Section I: Description	District Nos:	Citywide		Project Length				Priority	High
Trim/remove diseased, dead, hazardous trees in various City parks.									
Justification/factor driving project									
Reduces city liability for claims due to tree damage or injury, reduces cost of emergency tree work, reduces damage to park property from falling limbs/trees, interference with park activities.									
Additional Information									
Request to move \$10,500 from FY 25/26 of this project to cover shortage of Salas Park Sports Lighting (Phase 2) (PKCP-24003); Council item August 20, 2025 -cj									
Section II	Estimated Project Costs								
Expenditure	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Contracts	\$ 615,511	\$ 200,721	\$ 160,000	\$ 150,000					\$ 1,126,232
Contracts				\$ (10,500)					
Total Capital Costs	\$ 615,511	\$ 200,721	\$ 160,000	\$ 139,500	\$ -	\$ -	\$ -	\$ -	\$ 1,126,232
Section III	Funding Sources/Methods of Financing								
Funding Source(s)	Prior Years	FY 23/24 Estimate	FY 24/25 Budget	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
103 - Measure L	\$ 257,082	\$ -							\$ 257,082
432 - Parks&Rec Capital	\$ 358,429	\$ 200,721	\$ 160,000	\$ 150,000					\$ 869,150
432 - Parks&Rec Capital				\$ (10,500)					
Total Project Financing	\$ 615,511	\$ 200,721	\$ 160,000	\$ 139,500	\$ -	\$ -	\$ -	\$ -	\$ 1,126,232

RESOLUTION NO. 2025-

A RESOLUTION OF THE LODI CITY COUNCIL APPROPRIATING FUNDS FOR SALAS PARK SPORTS LIGHTING IMPROVEMENTS (PHASE 2) FROM PLAYGROUND REPLACEMENT PROJECT IN THE AMOUNT OF \$21,920 AND PARKS TREE TRIMMING PROJECT IN THE AMOUNT OF \$10,500 FOR A TOTAL AMOUNT OF \$32,420

=====

WHEREAS, on January 15, 2025, Council approved plans and specifications and authorized the City Manager or designee to award Salas Park Sports Lighting Improvements Project (Phase 2) contract to lowest responsive bidder in an amount not-to-exceed \$290,000; and

WHEREAS, on January 15, 2025, Council authorized City Manager or designee to execute change orders in an amount not-to-exceed \$107,000 and appropriate funds in the amount of \$257,628 from Playground Replacement Project savings; and

WHEREAS, the lowest bid by SCC Electric, Inc. exceeded the amount authorized to award by the City Manager by \$7,500; and

WHEREAS, on May 21, 2025, Council adopted a resolution awarding Salas Park Sports Lighting Improvements (Phase 2) contract to SCC Electric, Inc. of Novato, California in the amount of \$297,500, authorized City Manager or Designee to execute change orders in the amount of \$132,500, and appropriated funds in the amount of \$32,420; and

WHEREAS, the \$32,420 requested from Playground Replacement Project (PKCP-24006) savings was short \$10,500; and

WHEREAS, \$21,920 is available from Playground Replacement Project (PKCP-24006) savings and \$10,500 is available from Parks Tree Trimming (PKCP-20002).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the re-appropriation of funds in the amount of \$21,920 from Playground Replacement Project (PKCP-24006) and \$10,500 from Parks Tree Trimming (PKCP-20002) for a total amount of \$32,420 to Parks Capital (PKCP-24003).

Dated: August 20, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Acting City Manager to Execute Amendment No. 1 to Professional Services Agreement with Telstar Instruments, of Concord, for Supervisory Control and Data Acquisition, Instrumentation, Maintenance, and Integration Services (\$180,000) (PW)

MEETING DATE:

August 20, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Adopt a resolution authorizing the Acting City Manager to execute amendment No. 1 to Professional Services Agreement with Telstar Instruments, of Concord, for supervisory control and data acquisition, instrumentation, maintenance, and integration services, in the amount of \$180,000.

BACKGROUND INFORMATION:

The City of Lodi owns and operates a number of water and wastewater facilities, which include the Surface Water Treatment Facility (SWTF), the White Slough Water Pollution Control Facility (WSWPCF), 28 groundwater wells, 17 storm water pumping stations, and 10 sewer lift stations. All of these facilities utilize a computer-monitored alarm response, control, and data acquisition system, commonly referred to as a supervisory control and data acquisition (SCADA) system. The central SCADA system for the water system and storm and sewer lift stations is located at the SWTF. WSWPCF operates independently on its own SCADA system. In addition to the current facilities monitored by SCADA, the Public Works Department has current and future projects that will require SCADA integration, such as the new 1.5 million-gallon water storage tank to be located at well site No. 28. The current Professional Services Agreement with Telstar expires on June 30, 2026. Additionally, the SCADA communications hardware that allows for the remote operation of infrastructure has reached end of life and Telstar will be doing the programming of the replacement hardware for the water, storm, and sewer collections systems to allow for a seamless transition between systems.

On June 7, 2023, Council authorized the City Manager to execute a Professional Services Agreement with Telstar Instruments for supervisory control and data acquisition, instrumentation, maintenance and integration services. The scope of work includes instrument calibration, trouble-shooting, and SCADA integration services at new and existing storm water, water, and wastewater facilities. In addition, Telstar supports the City in case of emergencies, for example, in May of 2025, the WSWPCF had a catastrophic hardware failure with the main computer server requiring Telstar Instruments on-call emergency services. This emergency hardware replacement and programming costs depleted a majority of the funds available in the contract. Currently, there are three capital improvement projects at the WSWPCF, and it is critical that we maintain consistency with the current integrator for a seamless transition to full operations. Telstar Instruments is a highly qualified SCADA service provider with experienced staff. The total cost for this work is not-to-exceed \$180,000, over the remaining term of the agreement.

COUNCIL COMMUNICATION

Staff recommends authorizing the Acting City Manager to execute Amendment No. 1 to Professional Services Agreement with Telstar Instruments, of Concord, for supervisory control and data acquisition and instrumentation, maintenance, and integration services, in the amount of \$180,000.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

This work is necessary to optimize remote operation and to comply with monitoring and reporting requirements for the water and wastewater utility infrastructure. This work will not impact the General Fund.

FUNDING AVAILABLE:

Water Plant Operating Fund (56052005):	\$60,000
Wastewater Plant Operating Fund (53053003):	\$60,000
Water Production (56052003):	<u>\$60,000</u>
TOTAL:	\$180,000

AMENDMENT NO. 1

TELSTAR INSTRUMENTS
SCADA and INSTRUMENTATION MAINTENANCE AGREEMENT

THIS AMENDMENT NO. 1 TO SCADA and INSTRUMENTATION MAINTENANCE AGREEMENT ("Amendment No. 1"), is made and entered this ____ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TELSTAR INSTRUMENTS, a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a SCADA and Instrumentation Maintenance Agreement on July 1, 2023 for supervisory control and data acquisition and instrumentation, maintenance and integration services ("Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to add funds under the Agreement in an amount of \$180,000, for a total Agreement amount not-to-exceed \$405,000; and
3. WHEREAS, CONTRACTOR agrees to said amendments.

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

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

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

TELSTAR INSTRUMENTS, a California corporation
hereinabove called "CONTRACTOR"

JAMES LINDSAY
Acting City Manager

SURESH PATIL
Programming Manager

Attest:

OLIVIA NASHED, City Clerk

Approved as to Form:

KATIE O. LUCCHESI, City Attorney

EXHIBIT A



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

May 15, 2023

City of Lodi
Sent via email: Travis Kahrs

Attn: Travis Kahrs
Proj: City of Lodi SWTP & SCADA
Subj: SCADA and Instrumentation Maintenance
Ref: 30- 41571 (2023-2024 Service Rates)

Dear Andrew/Travis/Tosha,

Telstar Instruments is pleased to provide this quotation for SCADA and instrumentation maintenance services for the City of Lodi water and wastewater facilities. Services will be provided on a time and materials basis. Hourly rates for various categories of technicians, programmers, and engineers are provided herein. Anticipated scope items that will be provided under this SCADA and instrumentation maintenance services agreement follow.

Anticipated Scope of Services

Instrument Maintenance – calibration and troubleshooting for hydraulic and analytical instrumentation at the water and wastewater facilities.

SCADA Maintenance – maintain backup SCADA computers and PLCs; apply Microsoft and Wonderware updates as applicable; evaluate system for deficiencies; address operations identified maintenance items.

On-call Emergency Services – Telstar maintains 24/7 emergency Instrumentation and SCADA support for its customers. Provide as-needed emergency controls system support services for the water and wastewater facilities.

Project Integration – provide SCADA integration services for various new and existing storm water, water, and wastewater facilities, as needed. Incorporate facilities into existing SCADA, communications, and PLC systems.



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

Time and Material Rates, Normal Working Hours

Rates are valid through June 30, 2024

Instrumentation Technician	\$162.00/hr
California Certified Electrician	\$169.00/hr
PLC/SCADA Computer Programmer	\$221.00/hr
Engineer (registered CA Professional Engineer).....	\$232.00/hr
Vehicle Usage/Test Equipment/Tool charge	\$220.00/day
Materials.....	Cost Plus 15%
Fuel Surcharge.....	40%

Notes on Labor Rates:

1. Rates are valid through June 30, 2024. Rates will be increased on an annual basis for inflation / cost of living expenses.
2. Travel time is billed portal to portal at the above rates.
3. Overtime is anything after 8 hours Monday – Friday. Time outside of normal business hours Monday – Friday, and time on Saturday and Sunday is billed at Overtime / Emergency Rates.
4. Onsite service calls carry a 4-hour minimum per person; time over 4 hours is charged as 8 hours. Minimum charge for remote support is 2 hours.
5. Telstar is available 24 hours per day, 7 days a week to provide remote and onsite services as needed for your SCADA system. Onsite emergency calls carry a 4-hour minimum.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Telstar labor will be billed against this contract on a monthly basis and each invoice will show your remaining balance. A minimum of 25% of the contract value must be expended in FY 23/24. The remaining balance of the contract up to 75% may be rolled over to the next fiscal year.
- b. This agreement provides you guaranteed response time for remote support within 2 to 4 hours of your call for service.
- c. This agreement provides you guaranteed response time for normal on-site support within 24 hours of your call for service.
- d. This agreement provides you guaranteed response time for emergency on-site support within 8 hours of your call for service.
- e. All pricing is based on Telstar's standard Terms and Conditions.
- f. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- g. We assume no responsibility for performance, applicability, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.

TERMS AND CONDITIONS



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

Base Terms: Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 45 days from date of invoice. If payment is not received by the 45th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Telstar relies upon Customer's representations as to whether this Project requires payment of prevailing wages. Customer agrees to defend, indemnify and hold Telstar harmless from and against any and all claims, actions and demands, including but not limited to payment of legal fees, fines, back pay, and any penalties or interest, associated with Customer's inaccurate representation of whether prevailing wages are required to be paid.

TELSTAR'S COVID AND INDUSTRY CLAUSE RE: MATERIAL PRICING AND DELIVERY: Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to COVID-19 staffing, a shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Telstar reserves the right to amend the delivery date and the price of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Suresh Patil
Programming Manager
Telstar Instruments
(916) 646-1999

Not To Exceed \$225,000.00

City of Lodi

Stephen Schwabauer
City Manager

Approved as to Form:

JANICE D. MAGDICH
City Attorney

ATTEST:

OLIVIA NASHED
City Clerk



Contractor License #422364
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Telstar relies upon Customer's representations as to whether this Project requires payment of prevailing wages. Customer agrees to defend, indemnify and hold Telstar harmless from and against any and all claims, actions and demands, including but not limited to payment of legal fees, fines, back pay, and any penalties or interest, associated with Customer's inaccurate representation of whether prevailing wages are required to be paid.

TELSTAR'S COVID AND INDUSTRY CLAUSE RE: MATERIAL PRICING AND DELIVERY: Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to COVID-19 staffing, a shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Telstar reserves the right to amend the delivery date and the price of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Suresh Patil
Programming Manager
Telstar Instruments
(916) 646-1999


Signature of Suresh Patil

Approved as to Form:


JANICE D. MAGDICH
City Attorney


RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING ACTING CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH TELSTAR INSTRUMENTS, OF CONCORD, FOR SUPERVISORY CONTROL AND DATA ACQUISITION, INSTRUMENTATION, MAINTENANCE, AND INTEGRATION SERVICES

WHEREAS, the City of Lodi owns and operates a number of water and wastewater facilities, which include the Surface Water Treatment Facility (SWTF), the White Slough Water Pollution Control Facility (WSWPCF), 28 groundwater wells, 17 storm water pumping stations, and 10 sewer lift stations; and

WHEREAS, all of these facilities utilize a computer-monitored alarm response, control, and data acquisition system, commonly referred to as a supervisory control and data acquisition (SCADA) system; and

WHEREAS, on June 7, 2023, Council authorized the City Manager to execute a Professional Services Agreement with Telstar Instruments for supervisory control and data acquisition, instrumentation, maintenance and integration services; and

WHEREAS, staff recommends authorizing the Acting City Manager to execute Amendment No. 1 to Professional Services Agreement with Telstar Instruments, of Concord, for supervisory control and data acquisition and instrumentation, maintenance, and integration services, in the amount of \$180,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager to execute Amendment No. 1 to Professional Services Agreement with Telstar Instruments, of Concord, for supervisory control and data acquisition and instrumentation, maintenance, and integration services, in the amount of \$180,000; and

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

Dated: August 20, 2025

I hereby certify that Resolution No. 2025-__ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Approving Final Map and Authorizing Acting City Manager to Execute Improvement Agreement for the Blayke-Maisyn Estates Subdivision, Tract No. 4163 (PW)

MEETING DATE:

August 20, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Adopt a resolution approving the final map and authorizing the Acting City Manager to execute Improvement Agreement for the Blayke-Maisyn Estates Subdivision, Tract No. 4163.

BACKGROUND INFORMATION:

The Blayke-Maisyn Estates Subdivision is a residential in-fill development fronting the east side of Lower Sacramento Road in between Tejon Street and Yosemite Drive, as shown on Exhibit A. The subdivision consists of 5 single-family, residential lots and a designated remainder lot.

The project includes the installation of the public water main extension, minor public storm drain extension, and all frontage and utility improvements along Lower Sacramento Road, which are part of or appurtenant to the project. All interior improvements, with the exception of the water main, are private and will be maintained by the Home Owners Association (HOA). The private interior improvements include but are not limited to the shared drives, curb, gutter, sidewalk, private storm drain system, private sewer system, common landscaping, streetlights, and walls/fencing. The HOA will include the appropriate mechanisms to assess, collect, and enforce the HOA obligations.

The developer, known as David S. Shah and Stephanie C. Shah, Trustees, or their successors in interest, of the Shah Family Revocable Trust dated 4/17/2024, has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision. Development Impact Fees will be collected as part of the building permit process prior to issuing a certificate of occupancy for each single-family residence in accordance with Lodi Municipal Code 15.64.040. This project is part of the Community Facilities District No. 2007-1 (Public Services) (CFD).

Staff recommends approving the final map and authorizing the Acting City Manager to execute Improvement Agreement for the Blayke-Maisyn Estates Subdivision, Tract No. 4163.

STRATEGIC VISION:

4A. Housing: New housing opportunities with market values aligned with current AMI and standard housing/income ratios.

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

COUNCIL COMMUNICATION

FISCAL IMPACT:

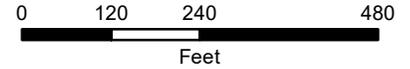
There will be an increase in long-term maintenance costs for public infrastructure and City services such as police, fire, and parks, and open space maintenance. This cost will be partially offset by proceeds from the CFD which are initially anticipated to be approximately \$3,050 per year with a 2% annual increase each July 1st.

FUNDING AVAILABLE:

Not Applicable.



Exhibit A Blayke-Maisyn Estates Subdivision Vicinity Map



WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of the
BLAYKE-MAISYN ESTATES SUBDIVISION
TRACT NO. 4163

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", and DAVID S. SHAH AND STEPHANIE C. SHAH, TRUSTEES, OR THEIR SUCCESSORS IN INTEREST, OF THE SHAH FAMILY REVOCABLE TRUST DATED 4/17/2024, hereinafter referred to as "Developer".

RECITALS:

Developer is the developer of that certain real property situated in the City of Lodi, County of San Joaquin, commonly known as Parcel 1 (A.P.N.: 029-060-66) and more particularly described in Exhibit A and depicted in Exhibit B. Developer has presented to City for approval the final subdivision map, hereinafter called "Map", entitled "BLAYKE-MAISYN ESTATES SUBDIVISION". The Map was filed with the Public Works Director for presentation to the City Council for approval, and is hereby referred to and incorporated herein;

Developer has requested approval of the Map prior to the construction and completion of public improvements, including all streets, highways or public ways, and public utilities and facilities which are a part of, or appurtenant to, the Blayke-Maisyn Estates Subdivision, hereinafter called "Project", all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of Project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

City Council will adopt a resolution to approve the Map and accept the dedications therein offered on the condition that Developer will first enter into and execute this Agreement with City and meet the requirements of said resolution; and

This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Titles 15 and 17 of the Lodi Municipal Code ("LMC").

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City Code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of City's Public Works Director, all of the work and improvements as shown on the approved improvement plans for the Project, Plan Set 2024D001, which is on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Street light installation and connection to City system;
- B. Natural gas line installation;

- C. Telephone line installation;
- D. Electrical system; and
- E. Cable television system.

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final map by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on the Billing Schedule, attached hereto as Exhibit C, and by this reference made a part hereof as though fully set forth.

From payments made under the Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Water service abandonment;
- B. Televideo inspection of the public storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to Project acceptance;
- C. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering a six-month period. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to Project acceptance.

Developer shall also pay all additional costs for work performed by City deemed by the Public Works Director necessary to complete the work under this Agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater, storm drainage, street improvements, police, fire, parks and recreation, neighborhood parks, general City facilities, electrical, art in public places, non-potable water, and south wastewater trunk line are required for this Project. Payment of the Development Impact Mitigation Fees shall be collected prior to issuance of Certificate of Occupancy for each dwelling. In conformance with LMC Section 15.64.050, the fees are automatically adjusted on January 1st of each year. Fees may also be adjusted at other times by separate City Council action. The actual fees to be paid will be those in effect at the time of payment. This Agreement shall in no way limit City's ability to charge Developer the fees in effect at the time Developer pays the fees.

5. Reimbursement from Others

Developer may be eligible for reimbursement from others for the cost of certain off-site public improvements that benefit other properties. It is Developer's responsibility to request reimbursement and submit the appropriate information per LMC Section 17.62.

6. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this Agreement, perform or cause to be performed, all work and/or improvements described in this Agreement. At

least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof, so that City can provide required inspection services.

7. Time Extension

Time is of the essence of this Agreement. City may extend the time for completion of the improvements hereunder, under the terms of an addendum to this Agreement, which shall be approved and executed by the City Manager. Any such extension may be granted without notice to Developer's surety, and extensions so granted, shall not relieve the surety's liability on the bond to secure the faithful performance of Developer under this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. Record Drawings and Certifications

Prior to acceptance of the Project improvements, Developer shall have installed and put in place, all survey monuments as shown on the Maps and provide record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of the improvements described in this Agreement, give all necessary notices, and pay all fees and taxes required by law.

10. Superintendence by Developer

Developer shall give personal superintendence to the work of said improvements, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work site at all times during construction, with authority to act for Developer.

11. Inspection by City

Developer, shall at all times, maintain proper facilities and provide safe access for inspection by City to all parts of the work site. Inspections will be provided during normal working hours of City staff. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

12. Contract Security

Concurrently with the execution of this Agreement, Developer shall furnish Improvement Security of at least 100 percent of the estimated cost of the public improvements required to be constructed, plus engineering costs of surveying, record drawings and certifications as security for the faithful performance of this Agreement; and an amount equal to at least 100 percent of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance:	\$ 184,400.00
Labor and Materials:	\$ 184,400.00

13. Warranty Security

Prior to acceptance of the Project improvements by City, Developer shall furnish warranty security of at least 10 percent of the total cost of the public improvements required to be constructed, as security for repair or replacement of defective work as provided under Paragraph 17 of this Agreement. The warranty period shall be two years following the date of acceptance of the improvements by City. If any portion of the Project receives

partial acceptance during the course of construction, the warranty period for all required Project improvements shall commence upon the date of final acceptance for the entire Project.

14. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elected and appointed boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage from personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elected and appointed boards, commissions, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 15 of this Agreement.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the Project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Developer's Insurance

Refer to Exhibit D for the insurance requirements for public improvement agreements.

16. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

17. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this Agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

18. Homeowners Association

The subdivision will be governed by a Homeowners Association (HOA) organized and established pursuant to California law. The Developer shall provide the HOA's proposed

Declaration of Covenants, Conditions, and Restrictions (CC&Rs) to the Community Development Department for review and approval prior to recordation of the final map. The HOA/CC&Rs shall contain appropriate mechanisms for the permanent ongoing maintenance of areas, including but not limited to the private storm drain system, private sanitary sewer system, common landscaping, curb, gutter, sidewalk, street lights, walls, fencing, and shared drives. The HOA/CC&Rs shall include appropriate mechanisms to assess and collect assessments for said maintenance and the ability to enforce adherence to the HOA/CC&Rs. The HOA/CC&Rs shall clearly provide that each homeowner is responsible for compliance with the HOA/CC&Rs and also responsible and liable for their renter's violations of the HOA/CC&Rs. The HOA/CC&Rs shall address guest parking and garbage pick-up (i.e., when and how long trash bins can be on the street). Following approval of the HOA/CC&Rs by the Community Development Department, the HOA/CC&Rs shall be recorded with the Office of the San Joaquin County Recorder prior to or concurrent with the final map. The HOA/CC&Rs shall require Developer to fund its share of the maintenance obligations related to the lots it has not sold on a pro rata basis.

19. Private Utilities

The Developer shall notify all purchasers of homes or lots, either through the Department of Real Estate Subdivision Report or, if there is no Subdivision Report, through a statement signed by each buyer and submitted to the City, that this subdivision is served by private sanitary sewer and storm drain facilities to be owned, operated, and maintained under the sole direction of the private Homeowners Association. The wording and format for notifying home buyers under this Paragraph 19 is subject to approval by the Community Development Director and the Public Works Director.

20. Joint Trench / Dry Utility Encroachment

Developer shall be responsible for obtaining an encroachment permit issued by the City of Lodi Public Works Department prior to commencing any joint trench or other dry utility related work within the City's right-of-way or public utility easements.

21. Repair or Replacement of City-Owned Bypass Meter Assemblies

Developer is required by City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. City will supply these assemblies upon receipt of a deposit in the amount of \$5,000 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses."

22. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the Project site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage is caused to City or County streets, Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, City shall cause the same to be removed or repaired and Developer shall be charged for the cost of said removal or repairs.

Developer, Developer's contractor, subcontractors, and/or agents shall be responsible for dust and erosion problems created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by City of the work performed under this Agreement.

If a dust or erosion problem arises during development or within a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, City shall cause the same to be controlled, and Developer shall be charged with the cost of said control.

23. Fire Protection During Construction

Fire protection facilities approved by City's Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City Fire Code (as set forth in the Lodi Municipal Code) prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

24. Protection of Existing Improvements

Damage to any existing improvements, private or public utility lines installed or undergoing installation in which damage occurs during the onsite and offsite construction required of Developer under this Agreement, shall be the absolute responsibility and liability of Developer. In other words, it shall be Developer's responsibility to pay for damage to existing improvements and public or private utilities within the Project property. Damage to any existing facilities outside the limits of the Project damaged as part of the construction of the required Project improvements is also Developer's responsibility.

25. Dwelling Occupancy

City will not allow occupancy of any building or structure within the Project until all deferred fees have been paid, the private sanitary sewer lift station facilities are completed, and public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of City codes have been met. If building is started prior to acceptance of the improvements, it is Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid, private sanitary sewer lift station is completed, and public improvements are so accepted by City.

26. Developer Not Agent of City

Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

27. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this Agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement, or any portion thereof, and the default of Developer.

28. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not

give City written notice of its intention to take over the performance of this Agreement, and does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

29. This Agreement shall run with the land and be binding on the Owner, its heirs, successors and assigns.

[The balance of this page is intentionally left blank.]

30. Notices.

All notices herein required shall be in writing, signed by the authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties.

Notices required to be given to City shall be addressed as follows:

Charles E. Swimley, Jr.
Public Works Director
City of Lodi
221 West Pine Street
Lodi, CA 95240

Notices required to be given to Developer shall be addressed as follows:

David S. Shah and Stephanie C. Shah
Trustees
David S. Shah and Stephanie C. Shah, Trustees, or their
successors in interest, of the Shah Family Revocable
Trust dated 4/17/2024
PO Box 2718
Lodi, CA 95241

Notices required to be given to Surety shall be addressed as follows:

Provided that either party or the surety may change such address by notice in writing in the manner set forth above, to the other party and thereafter notices shall be addressed and transmitted to the new address.

31. Authority

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

[The balance of this page is intentionally left blank.]

32. Execution

In Witness Whereof, Developer and City have caused their names and corporate seals to be hereunto affixed.

DAVID S. SHAH AND STEPHANIE C. SHAH,
TRUSTEES, OR THEIR SUCCESSORS IN
INTEREST, OF THE SHAH FAMILY
REVOCABLE TRUST DATED 4/17/2024

Dated: _____

By: _____
DAVID S. SHAH
Trustee

Dated: _____

By: _____
STEPHANIE C. SHAH
Trustee

(CORPORATE SEAL)

CITY OF LODI,
a California municipal corporation

Dated: _____

By: _____
JAMES LINDSAY
Acting City Manager

ATTEST:

OLIVIA NASHED
City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

KATIE O. LUCCHESI
City Attorney 

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER OF SECTION THREE (3), TOWNSHIP THREE (3) NORTH, RANGE SIX (6) EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER; THENCE NORTH 0°02' WEST, ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 1241.7 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN 0.90 ACRE PARCEL OF LAND DESCRIBED IN DEED TO LEMOIN BECKMAN, ET UX, RECORDED JANUARY 12, 1956, IN VOL. 1827 OF OFFICIAL RECORDS, PAGE 307, AND BEING THE TRUE POINT OF BEGINNING THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE SOUTH 89°34' EAST, ALONG THE SOUTH LINE OF SAID BECKMAN LAND AND ITS EASTERLY EXTENSION, A DISTANCE OF 398.7 FEET TO AN ANGLE POINT IN THE BOUNDARY OF THE LAND DESCRIBED IN DEED TO CAPELL LAND DEVELOPMENT COMPANY, INC., RECORDED MARCH 14, 1963, IN VOL. 2668 OF OFFICIAL RECORDS, PAGE 259; THENCE NORTH 0°01' WEST ALONG SAID CAPELL LAND, A DISTANCE OF 567.7 FEET TO A NORTHWEST CORNER THEREOF; ALSO BEING ON THE NORTH LINE OF THE LAND DESCRIBED IN GIFT DEED TO CARRIE C. ERICH, RECORDED IN VOL. 764 OF OFFICIAL RECORDS, PAGE 119; THENCE SOUTH 88°38' WEST, ALONG THE NORTH LINE OF SAID ERICH LAND, A DISTANCE OF 398 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°02'00" EAST ALONG SAID WEST LINE, A DISTANCE OF 555.2 FEET TO THE POINT OF BEGINNING.

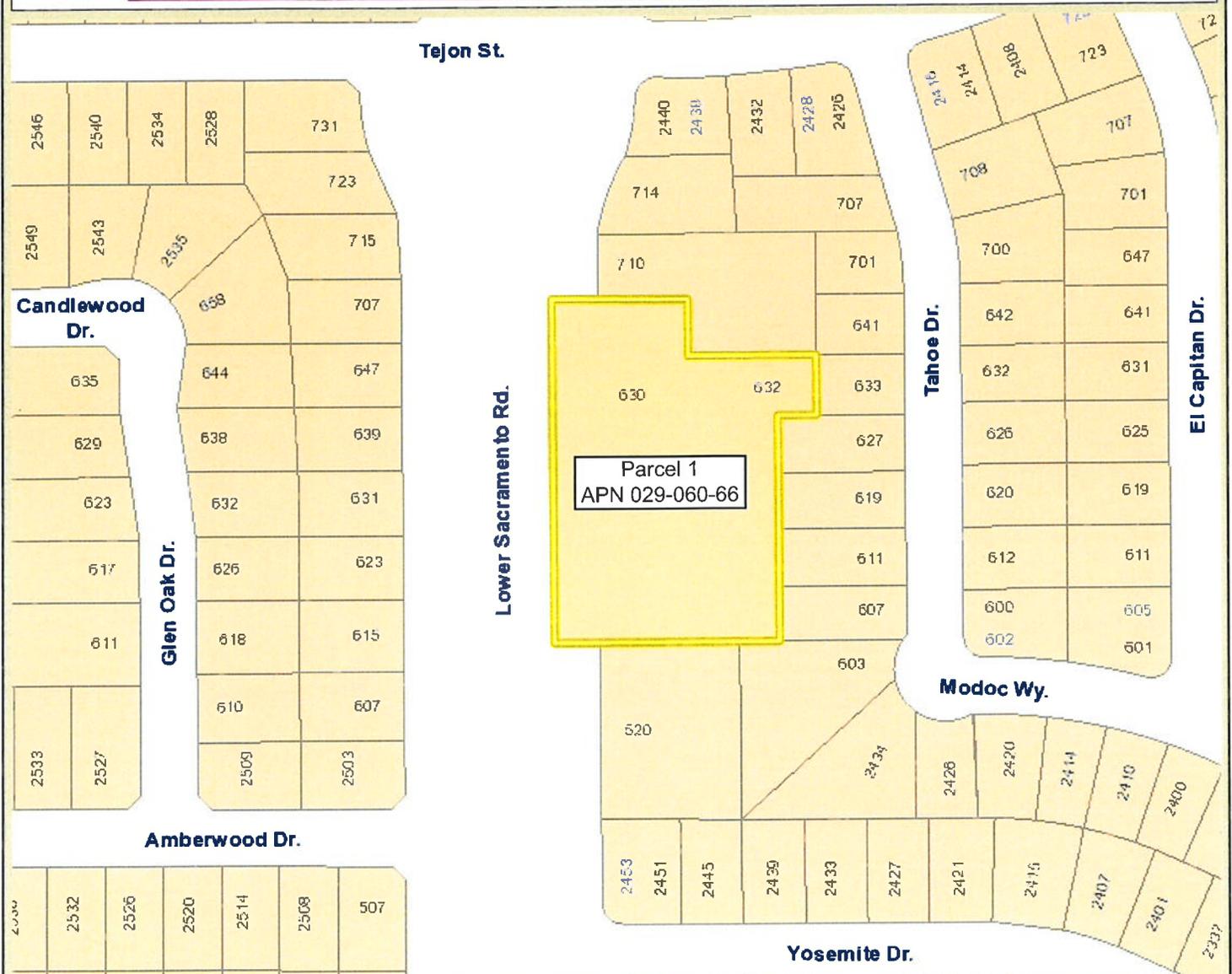
EXCEPT THEREFROM THAT CERTAIN 0.90 ACRE TRACT OF LAND DESCRIBED IN DEED TO LEMOIN BECKMAN, ET UX, RECORDED JANUARY 12, 1956, IN VOL. 1827 OF OFFICIAL RECORDS, PAGE 307.

ALSO EXCEPT THEREFROM THAT CERTAIN 0.40 ACRE TRACT OF LAND DESCRIBED IN DEED TO BILLY G. LEWIS, ET UX, RECORDED JULY 14, 1961, IN VOL. 2436 OF OFFICIAL RECORDS, PAGE 415, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM THAT CERTAIN 1.70 ACRE TRACT OF LAND DESCRIBED IN DEED TO JOHN F. CAPELL, ET UX, RECORDED FEBRUARY 16, 1972, IN VOL. 3620 OF OFFICIAL RECORDS, PAGE 414, SAN JOAQUIN COUNTY RECORDS.



Exhibit B

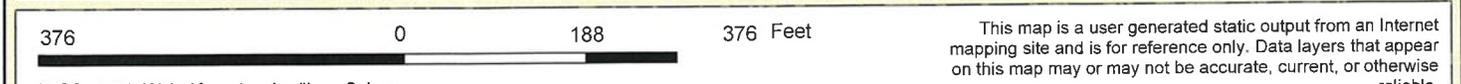


Legend

- Parcel Outline
- Street Names
- Parcels
 - Parcels
 - County Parcels

Map Scale
1 : 2,257

Notes Blayke-Maisyn Estates Subdivision
630 North Lower Sacramento Road
Lodi, CA 95242



BILLING SCHEDULE

EXHIBIT C

Development:	Blayke-Maisyn Estates Subdivision	Gross Acreage:	1.67
Developer:	David S. Shah and Stephanie C. Shah, Trustees, or their successors in interest, of the Shah Family Revocable Trust dated 4/17/2024	No. of Units:	5
Engineer:	Baumbach and Piazza, Inc.	Construction cost	\$184,400.00
Date:	7/29/25		

				DEVELOPER COST	CREDITS
<u>ENGINEERING</u>					
Plan Check Fee	(5.0% of	\$100,000)	ENGFEE	\$ 5,000.00	
	(3.5% of	\$84,400)	ENGFEE	2,954.00	
Inspection Fee	(4.0% of	\$184,400)	ENGINS	7,376.00	
Plan Check Fee Paid			ENGFEE		\$ 4,626.00
Improvement Agreement			ENGFEE	\$3,225.00	\$
ENGINEERING SUBTOTAL				\$ 18,555.00	\$ 4,626.00
<u>STREET SYSTEM</u>					
Fees:					
Storm Water Inspection Fees		PW03	1 LS @ \$	1,370.00	\$1,370.00
(Charge for 6 months of inspections)					
STREET SYSTEM SUBTOTAL				\$1,370.00	\$0.00
<u>WATER SYSTEM</u>					
Charges for work by City Forces:					
3/4" Service Abandonment		PW02	1 EA @ \$	2,478.00	2,478.00
WATER SYSTEM SUBTOTAL				\$2,478.00	\$0.00
<u>STORM DRAIN SYSTEM</u>					
Fees:					
Charges for Work by City Forces:					
TV Inspection for Project Acceptance		PW03	55 LF @ \$	1.90	104.50
TV Inspection Prior to End of Warranty Period		PW03	55 LF @ \$	1.90	104.50
STORM DRAIN SYSTEM SUBTOTAL				\$209.00	\$0.00
<u>ELECTRICAL SYSTEM</u>					
To be billed separately by Electric Utility Department					
TOTAL AMOUNT OF BILLING SCHEDULE				\$22,612.00	\$4,626.00
TOTAL DUE PRIOR TO IMPROVEMENT PLAN APPROVAL				\$17,986.00	



EXHIBIT D

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

Insurance Requirements for Public Improvement Agreements

Developer shall not commence work under this Agreement until Developer shall have obtained all insurance required under this exhibit, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsement and shall specifically bind the insurance carrier.

Developer shall procure and maintain during the life of this Agreement such insurance as shall insure City, it's elected and appointed boards, commissions, officer, agents, and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the Project or the Project property, including any public streets or easements, from Developers' or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor of subcontractor or by anyone directly or indirectly employed by either Developer or any contractor of subcontractor, and the amount of such insurance shall be as follows:

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$3,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Developer has no owned autos, then hired, and non-owned autos with limit no less than **\$3,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than **\$1,000,000** per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

Other Insurance Provisions:

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

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

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Developers commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Developer shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Developer shall provide proof of continuing insurance on at least an annual basis during the Term. If Developer's insurance lapses or is discontinued for any reason, Developer shall immediately notify the City and immediately obtain replacement insurance. Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Developer fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Developer shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Developer of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Developer shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Developer fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Developer shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Developer shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Developer's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Developer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Developer and Developer's officers, employees, agents, representatives, contractors or subcontractor. Developer's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Developer to procure and maintain a policy of insurance.
- (k) Subcontractor
Developer shall require and verify that all contractor and subcontractor maintain insurance meeting all the requirements stated herein, and Developer shall ensure that City is an additional insured on insurance required from contractors and subcontractors.
- (l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.
- (m) Completed Operations Endorsement
For three years after completion of the project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING FINAL MAP AND AUTHORIZING ACTING CITY MANAGER TO EXECUTE IMPROVEMENT AGREEMENT FOR THE BLAYKE-MAISYN ESTATES SUBDIVISION, TRACT NO. 4163

WHEREAS, the Blayke-Maisyn Estates Subdivision is a residential in-fill development fronting the east side of Lower Sacramento Road in between Tejon Street and Yosemite Drive, and consists of 5 single-family, residential lots and a designated remainder lot; and

WHEREAS, the project includes the installation of the public water main extension, minor public storm drain extension, and all frontage and utility improvements along Lower Sacramento Road, which are part of or appurtenant to the project; and

WHEREAS, all interior improvements, with the exception of the water main, are private and will be maintained by the Home Owners Association (HOA); and

WHEREAS, the developer, known as David S. Shah and Stephanie C. Shah, Trustees, or their successors in interest, of the Shah Family Revocable Trust dated 4/17/2024, has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision; and

WHEREAS, staff recommends approving final map and authorizing Acting City Manager to execute Improvement Agreement for the Blayke-Maisyn Estates Subdivision, Tract No. 4163.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve final map and authorize Acting City Manager to execute Improvement Agreement for the Blayke-Maisyn Estates Subdivision, Tract No. 4163; and

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

Dated: August 20, 2025

I hereby certify that Resolution No. 2025-__ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025 by the following votes:

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

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Appoint Antonio Amador to the Measure L Citizens' Oversight Committee (CLK)

MEETING DATE:

August 20, 2025

PREPARED BY:

Maria Ditmore, Deputy City Clerk

RECOMMENDED ACTION:

Appoint Antonio Amador to the Measure L Citizen's Oversight Committee.

BACKGROUND INFORMATION:

The City Council directed the City Clerk to post for three expiring terms on the Measure L Citizens' Oversight Committee on June 4, 2025. The expiring terms are for seats representing Districts 1 through 3. Per Resolution 2021-180, members of the City Council may recommend one eligible applicant to represent their district for appointment to the committee. If there are no eligible applicants from a Council Member's district, the Council Member may recommend an eligible applicant from any of the other districts for appointment.

Councilmember Nakanishi has recommended that the City Council concur with appointing Antonio Amador to represent District 1.

APPOINTMENTS:

Measure L Citizens' Oversight Committee

Antonio Amador	District 1	Term to expire June 30, 2028
----------------	------------	------------------------------

STRATEGIC VISION:

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

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

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

MEETING DATE:

August 20, 2025

PREPARED BY:

Cynthia Marsh, City Planner

RECOMMENDED ACTION:

Set Public Hearing for September 17, 2025 to consider waiving the first reading and introducing an ordinance amending Lodi Municipal Code, Title 15 (Building and Construction) Chapter 15.25, Title 17 (Development Code) Sections 17.18.040 (Residential zoning district general development standards), 17.20.030 (Commercial zoning district land uses and permit requirements), 17.22.030 (Mixed use zoning districts land uses and permit requirements), 17.24.030 (Industrial zoning district land uses and permit requirements), 17.32.040 (Number of parking spaces required), 17.36.130 (Accessory dwelling units), 17.36.220 (Tobacco retailer establishments), 17.36.230 (Alcoholic beverage sales), 17.36.240 (Problem uses), 17.40.020 (Site plan and architectural approval), 17.40.050 (Variances and administrative deviations), 17.78.020 (Definitions of specialized terms and phrases).

BACKGROUND INFORMATION:

The requested action will amend the zoning ordinance (also known as the Development Code) and address the third phase of code changes needed to create consistency with the Lodi General Plan. This is proposed in accordance with state law (Government Code §65860) that requires a city's zoning ordinance to be consistent with its General Plan, which is the overarching policy and community vision for how a city intends to grow itself. Additionally, changes to the Development Code are recommended to address recently approved state planning laws that supersede any portion of City code and provide further streamlining of existing processes, in addition to a handful of clean-up items for clarification purposes. Key proposed changes include:

- Alcoholic beverage sales (new)
- Tobacco retailer establishments (new)

COUNCIL COMMUNICATION

- Accessory dwelling units (update)

STRATEGIC VISIONS:

2B. Expand and diversify economic opportunities.

3B. Fiscal Health: Diversified revenue mix to reflect economic prosperity of the community.

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

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Public Hearing to Consider Waiving the First Reading and Introducing an Ordinance to Amend Lodi Municipal Code Section 2.44.040 "Appointing Authorities" Allowing the City Council to Temporarily Appoint Staff to Perform Required Duties During Appointee Vacancies and Acknowledging that City Manager and City Treasurer Are Not Conflicting Offices (CM/CA)

MEETING DATE:

August 20, 2025

PREPARED BY:

James Lindsay, Acting City Manager and Katie O. Lucchesi, City Attorney

RECOMMENDED ACTION:

Public Hearing to consider waiving the first reading and introducing an ordinance to amend Lodi Municipal Code Section 2.44.040 "Appointing Authorities" allowing the City Council to temporarily appoint staff to perform required duties during appointee vacancies and acknowledging that City Manager and City Treasurer are not conflicting offices.

BACKGROUND INFORMATION:

The appointed City Treasurer position has historically been filled by the Assistant City Manager or the Deputy City Manager. However, the full-time Assistant City Manager position currently remains vacant and other qualified staff members in the Accounting Division are newer to their positions and the City of Lodi. Due to the efforts underway to update the City's financial policies and procedures, Council expressed the need to quickly appoint a seasoned leader with financial experience to the City Treasurer role in order to maintain public peace and the City's fiscal health.

After considering who to appoint as the City Treasurer at the July 16, 2025 City Council meeting, Council chose Acting City Manager James Lindsay to also serve in the role of City Treasurer and directed staff to prepare an urgency ordinance amending the Lodi Municipal Code (LMC).

Following Council's direction, staff presented an urgency ordinance to amend LMC Section 2.44.040 for Council consideration at the August 6, 2025 City Council meeting. The positions of City Manager, City Attorney, City Clerk and City Treasurer are separate and distinct in LMC Section 2.44.040, and the proposed urgency ordinance clarified Council's ability to make temporary appointments and that the City Manager and City Treasurer roles are not incompatible offices. Pursuant to Government Code Section 36937(b), the City Council has the power to enact an urgency ordinance as necessary to protect public peace, health, and safety if approved by a 4/5 vote of the Councilmembers. However, at the August 6th meeting, the Council vote was 3-1, with Mayor Pro Tempore Yopez dissenting and Councilmember Nakanishi absent. Therefore, the votes in favor of the urgency ordinance did not meet the minimum requirement for an expedited process under state law and it did not pass.

To meet the procedural requirements, staff has brought the proposed LMC amendment back to Council to

COUNCIL COMMUNICATION

proceed with a traditional ordinance adoption process. The attached ordinance would amend LMC Section 2.44.040 allowing the City Council to appoint another qualified City employee whose duties do not conflict with a role that is vacant (including the City Manager in performance of City Treasurer duties) to temporarily perform the vacant appointee role until the permanent appointment process is complete.

Therefore, Staff is recommending the City Council hold the public hearing to waive the first reading and introduce the proposed ordinance to amend Lodi Municipal Code Section 2.44.040 "Appointing Authorities" allowing the City Council to temporarily appoint qualified staff during appointee vacancies and acknowledging that City Manager and City Treasurer are not conflicting offices.

STRATEGIC VISION:

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

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE SECTION 2.44.040, "APPOINTING AUTHORITIES" NOTING COUNCIL'S ABILITY TO TEMPORARILY APPOINT STAFF TO PERFORM REQUIRED DUTIES DURING PERMANENT APPOINTEE VACANCIES AND ACKNOWLEDGING THAT THE CITY MANAGER CAN TEMPORARILY SERVE AS CITY TREASURER BECAUSE SUCH ROLES ARE NOT CONFLICTING INCOMPATIBLE OFFICES

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. LMC Section Amended. The Lodi Municipal Code Section 2.44.040 entitled "Appointing authorities" is hereby amended to read as follows:

2.44.040 - Appointing authorities.

The appointing authorities are the city council, in the case of the city manager, city attorney, city clerk and city treasurer; the library board, in the case of the library director; and the city manager, for all other employees. To ensure fulfillment of required appointee duties, the city council may also appoint another qualified city employee whose duties do not conflict with the vacant role (including the city manager in performance of city treasurer duties) to temporarily perform the vacant appointee role until the permanent appointment process is complete. These appointing authorities, in whom is vested by law the power to make appointments, transfers, promotions, demotions, reinstatements, lay-offs, and to suspend or dismiss employees, shall retain such power, subject to the provisions of this chapter and the rules established under this chapter. In addition, the city manager shall have the authority to discipline or dismiss the library director based on employment practices.

SECTION 2. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 3. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care toward persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. No Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

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

Approved this ____ day of _____, 2025

Cameron Bregman
Mayor

Attest:

OLIVIA NASHED, City Clerk
State of California
County of San Joaquin

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

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE SECTION 2.44.040, "APPOINTING AUTHORITIES" NOTING COUNCIL'S ABILITY TO TEMPORARILY APPOINT STAFF TO PERFORM REQUIRED DUTIES DURING PERMANENT APPOINTEE VACANCIES AND ACKNOWLEDGING THAT THE CITY MANAGER CAN TEMPORARILY SERVE AS CITY TREASURER BECAUSE SUCH ROLES ARE NOT CONFLICTING INCOMPATIBLE OFFICES

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. LMC Section Amended. The Lodi Municipal Code Section 2.44.040 entitled "Appointing authorities" is hereby amended to read as follows:

2.44.040 - Appointing authorities.

The appointing authorities are the city council, in the case of the city manager, city attorney, city clerk and city treasurer; the library board, in the case of the library director; and the city manager, for all other employees. To ensure fulfillment of required appointee duties, the city council may also appoint another qualified city employee whose duties do not conflict with the vacant role (including the city manager in performance of city treasurer duties) to temporarily perform the vacant appointee role until the permanent appointment process is complete. These appointing authorities, in whom is vested by law the power to make appointments, transfers, promotions, demotions, reinstatements, lay-offs, and to suspend or dismiss employees, shall retain such power, subject to the provisions of this chapter and the rules established under this chapter. In addition, the city manager shall have the authority to discipline or dismiss the library director based on employment practices.

SECTION 2. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 3. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care toward persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. No Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

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

Approved this ____ day of _____, 2025

Cameron Bregman
Mayor

Attest:

OLIVIA NASHED, City Clerk
State of California
County of San Joaquin

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

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

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

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney



COUNCIL COMMUNICATION

AGENDA TITLE:

Council Discussion Regarding Policy for Placement of Basketball Hoops in Public Right of Way (PW)

MEETING DATE:

August 20, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Council Discussion regarding policy for placement of basketball hoops in public right of way.

BACKGROUND INFORMATION:

Portable basketball hoops are prevalent throughout the City's residential neighborhoods and provide healthy activity for residents young and old. Currently, portable basketball hoops are not allowed to be placed on the public right of way to avoid obstructing the sidewalk or creating a danger for vehicular traffic.

While City staff do not actively monitor/enforce the placement of portable basketball hoops, Section 12.04 of the Lodi Municipal Code (LMC) prohibits placing and/or leaving any structure in the right of way. If staff observes a portable basketball hoop in the right of way, a courtesy warning will be issued to the owner. While rare, additional violations can result in fines until it is removed.

In 2023, a permanent basketball hoop (with concrete foundation) was found to be illegally constructed in the public parkway strip. The location was roughly mid-block in a residential area subject to through traffic. Since the placement of a permanent structure in the right of way was in violation of LMC 12.04, staff sent a notice directing the owner to remove the structure & foundation to which the owner complied.

Recently, it has been discovered that another permanent basketball hoop (with concrete foundation) was illegally installed in the public right of way; but this time at the end of a dead end street where there is no through traffic. The owner has requested a variance based on this consideration. While the permanent hoop replacement also violates Section 12.04 of the LMC, the lack of through vehicular traffic due to the dead end separates this example from the one above and has resulted in this item being brought to Council for consideration.

Staff is requesting Council discuss and provide feedback on whether to pursue a policy similar to the City of Santa Rosa (Attachment 1) for future consideration that would allow basketball hoops in the public right of way.

STRATEGIC VISION:

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

FISCAL IMPACT:

COUNCIL COMMUNICATION

Not Applicable.

FUNDING AVAILABLE:

Not Applicable.

RESOLUTION NUMBER 21383

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA ADOPTING A COUNCIL POLICY REGARDING BASKETBALL HOOPS IN THE PUBLIC RIGHT-OF-WAY

WHEREAS, basketball hoops have been installed in the public right-of-way in many locations in Santa Rosa; and

WHEREAS, the City Code requires that an encroachment permit be obtained for any structure or object of any kind placed in the public right-of-way; and

WHEREAS, the City Council considered the issue of basketball hoops in the public right-of-way at a study session on August 18, 1992, and at a Council meeting on September 1, 1992; and

WHEREAS, a majority of the City Council generally agreed that encroachment permits should be issued for basketball hoops in the public right-of-way under certain conditions; and

WHEREAS, the State Attorney General opinion dated March 23, 1994, concluded that a City may authorize its residents to install basketball standards in the public right-of-way between the sidewalks and street curbs of residential neighborhoods so that the backboards face the streets and extend beyond the curbs, provided that the safety and convenience of the traveling public are protected.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Santa Rosa, that Council Policy Number 100-09 on the subject "Basketball Hoops in Public Right-of-Way" is adopted.

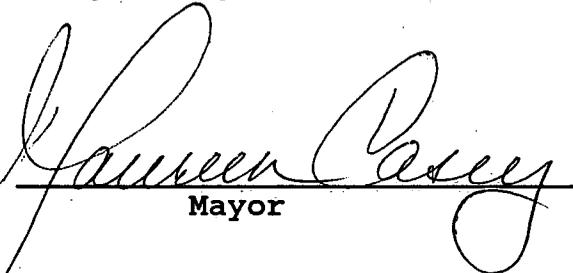
IN COUNCIL DULY PASSED, this 6th day of July, 1993.

AYES: (5) Mayor Casey; Councilmen Berto, Knight, Pedgrift and Wright

NOES: (0)

ABSENT: (0)

APPROVED:



Mayor

ATTEST:



Assistant City Clerk

APPROVED AS TO FORM

City Attorney

(/B:AGNHOOP)

EXHIBIT 1

COUNCIL POLICY			
Subject:	Policy Number	Effective Date	Number of Pages
BASKETBALL HOOPS IN PUBLIC RIGHT-OF-WAY	100-09	8/14/93	1 of 4

BACKGROUND:

Basketball hoops have been installed by city residents in the public right-of-way. Installation of any structure in the public right-of-way or easement without an encroachment permit is in violation of the City Code. Complaints have been received by the City regarding basketball hoops in the public right-of-way and activities around the basketball hoops.

PURPOSE:

The purpose of this policy is to set forth the criteria under which an encroachment permit may be issued for the installation of basketball hoops within the public right-of-way, to identify the conditions under which basketball hoops may be installed, and to establish procedures for enforcement of this policy.

POLICY:

Encroachment permits shall not be issued for basketball hoops within the public right-of-way except in accordance with the criteria and conditions below. This policy applies to existing as well as proposed basketball hoop installations within the public right-of-way. This policy does not apply to portable basketball hoops that are moved out of the public right-of-way when not in use. Basketball hoops shall not be allowed where prohibited by the conditions, covenants, and restrictions of a development. The criteria by which a request for an encroachment permit to install a basketball hoop in the public right-of-way will be evaluated are as follows:

- A. Basketball hoops shall be considered in cul-de-sacs and on short residential streets accessing less than approximately 40 homes and/or other streets having low traffic volumes.
- B. Basketball hoops shall only be considered for locations with a minimum sight distance of 150 feet for vehicles.
- C. Basketball hoops shall not be allowed on public street light poles, utility poles or other public street furniture.
- D. Applications for an encroachment permit to install a basketball hoop in the public right-of-way shall be accompanied by a written statement from an adult resident from each of the five

COUNCIL POLICY			
Subject:	Policy Number	Effective Date	Number of Pages
BASKETBALL HOOPS IN PUBLIC RIGHT-OF-WAY	100-09	8/14/93	2 of 4

homes nearest to the hoop location and along the street on which the hoop will be installed (for example, one home on either side and three homes across the street), that states their approval of the installation.

- E. The encroachment permit application must be accompanied by an insurance certificate for public liability and property damage insurance coverage in the amount of one hundred thousand dollars (\$100,000.00) per occurrence and three hundred thousand dollars (\$300,000.00) aggregate on account of bodily injuries, including death, or on account of property damage and injury to persons. Workers Compensation insurance is required for the installation per State law unless the property owner installs the basketball hoop himself or herself. The encroachment permit shall become invalid upon expiration of insurance, or if the property owner moves. If the hoop remains, the new property owner shall apply for an encroachment permit and provide proof of insurance as described above.
- F. Conditions on encroachment permits issued for basketball hoop installations shall include the following:
- i) A requirement for Underground Service Alert utility markouts prior to installation. This requirement does not apply to portable, above-ground basketball hoops.
 - ii) A restriction on play at the basketball hoop to the hours of 8 am to 9 pm.
 - iii) A requirement for minimum horizontal clearance of 18 inches between the face of curb and the pole, and 4 feet clearance on the sidewalk.
 - iv) A requirement that the hoop not extend beyond the face of the curb into the street or that a minimum vertical clearance of 14 feet between the street and the bottom of the basketball hoop be provided. A hoop that is adjusted to meet this requirement or removed when not in use is acceptable.
 - v) A requirement that the hoop and pole be removed by the property owner at their expense if the City retracts approval of the installation.

COUNCIL POLICY			
Subject:	Policy Number	Effective Date	Number of Pages
BASKETBALL HOOPS IN PUBLIC RIGHT-OF-WAY	100-09	8/14/93	3 of 4

- vi) The horizontal and vertical clearance requirements may be waived by the City Council for existing installations where field conditions indicate that less stringent requirements would be appropriate.
- G. The following procedures shall be followed when the City is notified of a basketball hoop installation for which an encroachment permit has not been obtained:
- i) Send letter of information to property owner explaining the City policy. Include an encroachment permit application.
 - ii) If no action is taken by the property owner within four weeks of the date of the letter of information, send second letter (follow-up to letter of information) via certified mail.
 - iii) If property owner does not reply to the second letter, notify Field Services to remove hoop and pole, tag it with the property owner's name and address, and transfer it to the Purchasing Section for storage; notify property owner of the date that the hoop and pole will be removed.
 - iv) When it is necessary for the City to remove a basketball hoop, the property owner will be billed for the labor and materials used for the removal. Property owners may retrieve the basketball hoop by bringing proof of payment for the removal and personal identification to the City Warehouse at the Municipal Services Center-North, 55 Stony Point Road, Santa Rosa, between the hours of 8:00 a.m. and 3:00 p.m. Basketball hoops will be stored until the next City auction after a minimum storage period of 90 days.
- H. The following procedures shall be followed when complaints are received for basketball hoops that do not meet the above criteria or for which the City Council denies a request for an encroachment permit for a basketball hoop installation within the public right-of-way.
- i) Check site in field to verify installation and address.
 - ii) Send notification letter to property owner stating the City policy. Include a map or list of existing publicly accessible basketball hoops near the property.

COUNCIL POLICY

Subject:	Policy Number	Effective Date	Number of Pages
BASKETBALL HOOPS IN PUBLIC RIGHT-OF-WAY	100-09	8/14/93	4 of 4

- iii) If no action is taken by the property owner within two weeks of the date of the notification letter, send second request letter to property owner via certified mail, with reply card attached.
- iv) If property owner replies that they want to remove and retain basketball hoop, reinspect site three weeks after reply is received. If basketball hoop has not been removed, notify Field Services to remove hoop and pole, tag it with the property owner's name and address, and transfer it to the Purchasing Section for storage; notify property owner of the date that the hoop will be removed.
- v) If property owner replies that they want the City to remove and dispose of the basketball hoop, notify Field Services to remove hoop and pole, tag it with the property owner's name and address, and transfer it to the Purchasing Section for storage.
- vi) If property owner does not reply to the second request letter, notify Field Services to remove hoop and pole, tag it with the property owner's name and address, and transfer it to the Purchasing Section for storage; notify property owner of the date that the hoop and pole will be removed.
- vii) When it is necessary for the City to remove a basketball hoop, the property owner will be billed for the labor and materials used for the removal. Property owners may retrieve the basketball hoop by bringing proof of payment for the removal and personal identification to the City Warehouse at the Municipal Services Center-North, 55 Stony Point Road, Santa Rosa, between the hours of 8:00 a.m. and 3:00 p.m. Basketball hoops will be stored until the next City auction after a minimum storage period of 90 days.

b:hoops.51



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing the City Manager to Execute Lease Agreement in a Form Acceptable by the City Attorney for 22 S Main Street Transitional Housing and Accept and Appropriate FY26 Lease Agreement Payments (\$27,000) and Execute Infrastructure Agreement in a Form Acceptable by the City Attorney for Behavioral Health Spaces within 710 N. Sacramento Street and Accept and Appropriate (\$575,910) for Infrastructure Costs (CD)

MEETING DATE:

August 20, 2025

PREPARED BY:

Jennifer Rhyne, Neighborhood Services Manager

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute Lease Agreement in a form acceptable by the City Attorney for 22 S Main Street Transitional Housing and accept and appropriate FY26 Lease Agreement payments (\$27,000) and execute Infrastructure Agreement in a form acceptable by the City Attorney for Behavioral Health spaces within 710 N. Sacramento Street and accept and appropriate (\$575,910) for Infrastructure Costs.

BACKGROUND INFORMATION:

In late 2024, the City of Lodi began collaborating with San Joaquin County (SJC) to explore an expanded partnership to support the region's most vulnerable populations through transitional housing and behavioral health stabilization services. This partnership represents a strategic realignment of resources to better address homelessness, mental health crises, and housing insecurity.

As part of this effort, the County has proposed to:

- Operate a 40-unit transitional housing facility at 22 South Main Street and 4 bedroom Single Family Home, and
- Implement behavioral health services within the Lodi Access Center, including a mental health quiet ward and behavioral health respite beds.

The City and County have been working toward finalizing a lease agreement for the transitional housing site, which would allow San Joaquin County Behavioral Health to operate the facility at their own cost. Staff is requesting Council approval to move forward with this partnership.

Concurrently, San Joaquin County has identified approximately 6,335 square feet-roughly 28% of the Access Center, to be designated for a clinic and behavioral health services, including a mental health quiet ward and behavioral health respite beds. While discussions with SJ Health regarding the clinic are ongoing, the County is prepared to move forward with the behavioral health and transitional housing components at this time due to project timelines and immediate service needs.

COUNCIL COMMUNICATION

Proposed Service Components:

1. Transitional Housing - 22 South Main Street (40 Units):

- To be operated by San Joaquin County Behavioral Health under a lease agreement with the City.
- Intended for individuals transitioning from homelessness into longer-term housing.
- Offers a structured, supportive environment that promotes stability, case management, and reintegration.
- Council approval is requested to finalize and authorize this lease agreement.

2. Mental Health Quiet Ward and Behavioral Health Respite Beds (12)

- A designated low-stimulation environment for individuals in acute mental health crisis.
- Provides short-term stabilization and assessment in a safe setting.
- Reduces reliance on emergency rooms and law enforcement interventions.
- Short-term recovery beds for individuals who do not require hospitalization but need stabilization before returning to shelter or housing.
- Supports continuity of care and reduces hospital discharge to street outcomes.
- Offers a safe space for recuperation and care coordination for Behavioral Health Clients.

COMMUNITY BENEFITS:

This proposed partnership aligns with regional and local efforts to address homelessness and behavioral health in a more integrated, outcomes-driven manner. Key benefits to the Lodi community include:

- Improved Stabilization and Recovery: Residents will have access to structured environments that support recovery from mental health crises and housing instability.
- Reduction in Emergency Response Costs: Redirecting individuals away from emergency rooms, jails, and shelters into appropriate care reduces pressure on public safety and healthcare systems.
- Pathways to Permanent Housing: Transitional housing supports individualized case plans that move participants from instability to long-term housing and employment.
- Stronger Regional Collaboration: By working closely with the County, the City ensures shared responsibility and maximizes existing public health and housing resources.
- Enhanced Public Safety and Livability: Behavioral health services help reduce the number of visible crises in the community and offer timely intervention to those in need.

Attachments:

1. DRAFT - 22 S Main Street Transitional Housing Lease Agreement
2. DRAFT - 710 N Sacramento Street Behavioral Health Beds Infrastructure Agreement
3. 308 CIP HPSJ-23001 CIP Form
4. 172 CIP ARPA-22001 CIP Form
5. Resolution

STRATEGIC VISION:

4C. Housing: Continued progress towards Regional Housing Needs Assessment goals.

FISCAL IMPACT:

The proposed agreements with San Joaquin County Behavioral Health will result in the City of Lodi receiving a total of \$602,910 in FY26. These funds will be accepted and appropriated as follows:

- Behavioral Health Infrastructure Funding: The County will provide \$575,910 to cover infrastructure costs related to the development of behavioral health spaces-including a mental health quiet ward and respite beds, within the Lodi Access Center located at 710 N. Sacramento Street. These funds will be used for tenant improvements and necessary facility upgrades.
- Transitional Housing Lease Payments: The City will receive \$27,000 in lease payments from the County for the use of 22 S. Main Street as a 40-unit transitional housing facility. Payments will be made at a rate of \$3,000 per month, covering the lease period from October 2025 through June 2026.

COUNCIL COMMUNICATION

Funding will be accepted and appropriated as part of this resolution, and future-year budgets will incorporate ongoing lease revenues as applicable

FUNDING AVAILABLE:

\$575,910 - Revenue: 35500000.56007
Expenditures: ARPA-22001.Contracts.SJBHS(New)

\$27,000 - Revenue: 35500000.56007
Expenditures: HPSJ-23001.Contracts.SJBHS (New)

A-25-_____

LEASE AGREEMENT BETWEEN THE CITY OF LODI AND THE COUNTY OF SAN JOAQUIN, FOR REAL PROPERTY LOCATED AT 22 SOUTH MAIN STREET, LODI, CA, IN THE STATE OF CALIFORNIA

This lease agreement (“Lease”) dated, for reference, this ____ day of _____ 2025, is entered into by and between Landlord and Tenant as defined, respectively, in Sections 1.1 and 1.2. Landlord and Tenant agree as follows:

1. Definitions.

- 1.1. **“Landlord”** means City of Lodi, California, a municipal corporation, and includes a per or persons authorized to act on its behalf
- 1.2. **“Tenant”** means County of San Joaquin, a political subdivision of the State of California.
- 1.3. **“Premises”** means the approximately 10,000 square feet of building space located at 22 South Main Street, Lodi, California.
- 1.4. **“Parties”** means Landlord and Tenant.
- 1.5. **“Commencement Date”** means _____ XX, 2025.
- 1.6. **“Term”** means the ten-year period of time beginning on the Commencement Date.
- 1.7. **“Rent”** means all monetary obligations of Tenant to Landlord for the leasing of the Premises.
- 1.8. **“Option(s)”** means two (2) extensions of the term of this Lease, each for a period of five (5) years at the rates specified in Paragraph 6.

2. **Notices:** Either party may give any notice hereunder to the other party by depositing said notice in the United States Mail, certified and postage prepaid, where recipient must sign to receive such notice, or by a reputable same-day or overnight private courier (such as Federal Express) that maintains a record for delivery, at the addresses listed below in Article 2.1 and 2.2 or to such other person or address as either of the parties may, in writing, from time to time, designate and serve upon the other person. Tenant and Landlord expressly waive personal service of any notice required by law to be personally served on Tenant. Tenant and Landlord agree that service in any of the manners set forth in this Article 2 shall be sufficient and valid service, and in lieu of any personal service otherwise required under the laws of the State of California when such laws are applicable. Any required notice related to this Agreement shall be sent to the following locations and contacts:

To Landlord:
City of Lodi
Attn: City Manager
PO Box 3006
Lodi, CA 95241-1910

To Tenant:
 San Joaquin County
 General Services Department
 ATTN: County Property Manager
 44 N. San Joaquin Street, Suite 590
 Stockton, CA 95202

3. **Acknowledgment of Grant Funding:** Landlord utilized funding from the Housing and Homeless Incentive Program (“HHIP”), Regional Early Action Planning (“REAP”), Permanent Local Housing Allocation (“PLHA”), and Community Project Funding (“CPF”) for the acquisition and rehabilitation of the Premises. In alignment with HHIP program priorities and performance measures, Tenant shall ensure that all housing and supportive services provided pursuant to this Lease are delivered exclusively to Medi-Cal beneficiaries who are homeless or at risk of homelessness.
 - 3.1. Tenant shall comply with all applicable state and federal regulations associated with the funding sources referenced herein, including but not limited to, the terms and conditions set forth and attached hereto as Exhibit A, which include reporting and performance requirements.
 - 3.2. Tenant and all of its personnel, employees, agents, and subcontractors shall comply with all applicable legal requirements of the HHIP, REAP, PLHA, CPF programs, including the Law, notice of funding availability, any guidelines issued by the State and Federal Governments, and the terms and conditions of the Subrecipient Agreements adjusted to meet the time frames set forth in this Agreement, without limitation.
4. **Leasing:** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, under and upon the terms, provisions, covenants, and conditions set forth in this Lease.
5. **Rent:** Tenant shall pay Landlord the monthly Rent set forth in Article 4.1.1 without prior written notice or demand from Landlord, and Tenant hereby acknowledges that Landlord is not required to send monthly statements or invoices as a condition of Tenant paying any Rent due under this Lease.
 - 5.1. **Rent Schedule:** Rent shall be due in advance on the first day of each calendar month beginning at Commencement Date. Any partial month shall be prorated on a per diem distribution based on a 30-day month. The tenant may prepay rent in whole or in part at any time without incurring a penalty or premium. Tenant shall pay monthly Rent to Landlord at the address specified in Article 2.1 or to such other address as Landlord may from time to time designate by written notice to Tenant.
 - 5.1.1. Tenant shall pay Landlord the Rent as set forth in the following Rent Schedule During Term:

RENT SCHEDULE DURNING TERM	
Months 1 – 12 (Year 1)	\$ 3,000/Month
Months 13 – 24 (Year 2)	\$ 3,000/Month
Months 25 – 36 (Year 3)	\$ 3,000/Month
Months 37 – 48 (Year 4)	\$ 3,000/Month
Months 49 – 60 (Year 5)	\$ 3,000/Month
Months 61 – 72 (Year 6)	\$3,000 Month
Months 73 – 84 (Year 7)	\$3,000 Month

Months 85 – 96 (Year 8)	\$3,000 Month
Months 97 – 108 (Year 9)	\$3,000 Month
Months 109 – 120 (Year 10)	\$3,000 Month

6. **Early Termination:** Notwithstanding anything to the contrary, Tenant has the right to terminate this Lease for convenience after month 36 of the initial Term, provided that Tenant gives written notice to Landlord no less than 180 days prior to the Tenant’s desired or intended termination date.
7. **Option(s):** Tenant shall have the right to extend the Term for two (2) additional five-year (5-year) terms. Written notice of Tenant’s intent to exercise these options shall be given to Landlord no less than ninety (90) days prior to the expiration of the then-current term. The monthly Rent during the option terms shall be as set forth in the following Rent Schedule During Option Terms:

<i>RENT SCHEDULE DURING OPTION TERMS</i>	
OPTION 1 EXTENSION PERIOD	
Months 1 - 60	\$ 3000/Month
OPTION 2 EXTENSION PERIOD	
Months 1 - 60	\$ 3000/Month

All other terms and conditions of this Lease shall remain the same during any option extension period.

8. **Use of Premises:** The leased premises shall be used for the conduct of programs administered by the County of San Joaquin, including the transitional and supportive housing program referenced in Exhibit A. The tenant shall have the right to co-locate multiple San Joaquin County departments on the premises.
- 8.1. **Quiet Enjoyment:** Tenant has the right to quiet enjoyment of the Premises. Upon the observance and performance of all the covenants, terms and conditions on Tenant’s part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by Landlord, subject, nevertheless, to the terms and conditions of this Lease.
9. **Square Footage:** Except as otherwise provided herein, the square footage set forth in Article 1.3 of this Lease, that may have been used in calculating Rent, is an approximation which the Parties agree is acceptably accurate, and any Rent rate based thereon is not subject to revision whether or not the actual square footage is more or less.
10. **Access:** Tenant shall have exclusive use of any walkways and paved areas in or on the Premises for use by Tenant, Tenant’s employees, Tenant’s clients, Tenants agents, Tenant’s visitors, Tenant’s contractors, and persons engaged in delivery activity for Tenant.

- 11. Parking:** Tenant is guaranteed the use of all parking spaces on the Premises for use by Tenant, Tenant's employees, Tenant's clients, Tenants agents, Tenant's visitors, Tenant's contractors, and persons engaged in delivery activity for Tenant.
- 11.1.** Public street parking is often available for use near the Premises and will be used by Tenant in accordance with any applicable statutes or ordinances.
- 12. Estoppel:** From time to time upon written request of Landlord given in the manner described in Article 2, Tenant shall provide to Landlord, within fifteen (15) days after Tenant's receipt of such request, an instrument prepared by Landlord stating the following, as applicable on the date that said instrument is executed:
- 12.1.** The commencement and termination dates of this Lease.
- 12.2.** The date on which rental payments will commence or have commenced.
- 12.3.** That there are no amendments to this Lease, or if there are amendments, stating what amendments are in existence.
- 12.4.** That this Lease is in full force and effect, only when such a statement is true.
- 12.5.** That there are no existential defaults in effect by either Party, only when such a statement is true.
- 12.6.** That Tenant has no knowledge of any facts or circumstances which might reasonably cause Tenant to believe would give rise to a default by either party, as the case may be, and only to the extent that such a statement is true.
- 13. Right of Landlord's Entry:** Landlord reserves the right to enter upon the Premises, with Tenant's consent and attendance (due to the sensitive nature of Tenant's work), forty-eight (48) hours after Tenant's receipt of notice from Landlord requesting entry to the Premises, given in the manner set forth in Article 2, at all reasonable times during Tenant's business hours (or after hours with Tenant's written consent) for the purpose of inspecting the condition of the Premises, showing the Premises to prospective purchasers, encumbrancers or tenants, posting any contractual or statutorily required notices, making repairs which Landlord is obligated or deems necessary to make (with due dispatch and in such manner and at such times as will cause the least possible inconvenience to Tenant in the conduct of its business and in such a manner that will not prevent Tenant from conducting its business), and at any time in the event of an emergency.
- 14. Tenant Paid Utilities:** Tenant shall pay, directly to the appropriate utility company, all charges for utility services supplied to Tenant, including internet, electricity, natural gas, sewer and water, for which there is a separate meter and/or submeter. Landlord, at its own expense, is responsible for ensuring that such separate meter and/or submeter is installed and ready to serve the Premises no later than the Commencement Date.
- 14.1. Garbage/Trash Collection Service:** Tenant shall pay for its own garbage/trash collection service, provided that Landlord provides an adequate and designated area for storage of any dumpsters or containers associated with said service.

15. Landlord's Maintenance Obligations: Landlord, at its own expense, shall maintain in good working order, condition and repair, all building systems, including the structural components, mechanical components, electrical components, plumbing components, operational components, foundations, heating/ventilation/air-conditioning systems (HVAC), sewer lines, common areas, parking lots, paved surfaces, and landscaping, in addition to all repairs necessitated by normal wear and tear. Landlord shall also be responsible for all exterior maintenance, as well as roof maintenance and sealing. Landlord shall maintain the roof of the Premises using the level of accepted building maintenance methods and standards necessary to reasonably expect that such level of maintenance will prevent roof leaks from occurring at the Premises.

15.1. If any repairs or replacements are necessitated by the proven negligence or willfully destructive acts of Tenant, the cost of same shall be the sole responsibility of Tenant.

15.2. Tenant shall notify Landlord of any need for maintenance or repairs that are the Landlord's obligation under Article 15, and upon such notification and proof that repair is Landlord's responsibility, Landlord shall promptly, without unnecessary delay, perform needed repairs.

15.3. Costs of all damages caused by Landlord's failure to perform Landlord's obligations under Articles 15, are the sole responsibility of Landlord.

16. Tenant's Maintenance Obligations: Except for Landlord's obligations set forth in this Lease, including but not limited to Articles 15 and 20, Tenant, at its expense, shall keep the Premises in good working order, repair, and condition, including providing pest control services. Notwithstanding anything to the contrary in this Lease, Tenant is not responsible for the cost of any repairs necessitated by normal wear and tear of the Premises or costs of any repairs caused by defective materials that existed in the Premises before the Commencement Date.

17. Alterations: Tenant, after Commencement Date, shall not make or cause to be made to the Premises any addition, improvement, renovation, alteration, reconstruction, or change, without, in each instance, first obtaining the consent of Landlord. Landlord shall not unreasonably withhold or delay such consent. Upon Landlord's consent, all such work must be performed in a manner consistent with acceptable building or construction standards and diligently executed to completion and all associated costs will be the responsibility of the Tenant.

17.1. The Landlord has fully remodeled the premises. The improvements performed and paid for by Landlord prior to commencement included but were not limited to new flooring, new doors, new casings/baseboard/trims, new paint/wallpaper, and restroom/cabinetry remodel.

17.2. Tenant scope of work and improvements shall include but are not limited to the installation of modular walls/workstations/furniture, the installation of data cabling, and the installation of San Joaquin County voice/data functionality.

18. Mechanics Liens: Tenant agrees to keep the Premises free from all liens and claims of mechanics, laborers, material suppliers, and others for work done, and material furnished, and Tenant shall not create, or suffer to be created, any lien or encumbrance on the Premises.

- 19. Transfer of Landlord's Interest:** If the interest of Landlord in the Premises or the Building shall be transferred at any time hereafter, regardless of the cause thereof and whether or not such transfer or termination is with the consent or due to the act of Landlord, Landlord shall be released from any further obligation or liability to Tenant hereunder, save and except any claim, right, or cause of action that has accrued on or before the date of such transfer; provided, however, that any money then in the hands of Landlord in which Tenant has any interest shall be paid over to such successor and any money then owed by Landlord to Tenant under any provision of this Lease shall be paid to Tenant; and provided, further, that all duties of Tenant hereunder, including, but not limited to, the duty to pay the rent reserved herein, shall therefore inure to the benefit of and be enforceable by said successor. Tenant agrees to accept such successor as Landlord, hereunder, with the same effect as if this Lease had been entered into by such successor as the original Landlord hereunder. Such successor shall be bound by all of the terms, conditions, covenants, obligations of Landlord, and responsibilities of Landlord, hereunder, with the same effect as if this Lease had been entered into by such successor as the original Landlord hereunder.
- 20. ADA Accessibility:** Landlord is responsible for making any structural alterations or improvements in and on the Premises, at Landlord's sole expense, that are necessary to ensure that all accessibility standards are in compliance with existing or future applicable laws and statutes. Tenant, after Commencement Date, is responsible for any non-structural work required to maintain accessibility standards within the Premises up to the interior edge of thresholds of the primary building situated on the Premises.
- 21. Severability:** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 22. Waivers:** No provisions of this Lease shall be deemed waived by Landlord or Tenant unless such waiver is in writing. No waiver by Landlord or Tenant of any term, covenant, or condition hereof shall be deemed a waiver of any other term, covenant or condition hereof.
- 23. Holdover:** If Tenant (directly or through any assignee, subtenant, transferee or other successor-in-interest of Tenant) remains in possession of the Premises after the expiration or termination of this Lease, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Base Rent during Tenant's holding over shall be one hundred five percent (105%) of the Base Rent payable in the last full month prior to such holding over. Acceptance by Landlord of rent after such termination shall not constitute a renewal of this Lease.
- 24. Force Majeure.** No liability shall result to either Party from such Party's delay in performance or non-performance under this Lease caused by circumstances beyond such Party's control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunctions, catastrophic breakage or failure of machinery or apparatus, national defense, or natural disaster requirements or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other Party of the extent and probable duration of such cause.
- 25. Choice of Law:** This Lease shall be governed by the laws of the State of California, and any litigation between the Parties hereto concerning this Lease shall be initiated in the County in which the Premises are located.

- 26. Subletting:** Tenant shall have the right to sublease all or any part of the Premises, with the consent of the Landlord, which shall not be unreasonably withheld, with the exception of the 44 individuals who have been approved by the tenant for participation in the program. In the event of such subletting, Tenant remains liable for all terms hereof and shall ensure that the sublessee would only utilize the Premises in accordance with the Parties' agreed purposes, and the Landlord shall not be required to engage in any manner with the sub-tenant. Under such a sublease, sub-tenant shall have all real property use rights provided to Tenant under this Lease.
- 27. Condemnation:** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power, Tenant has the right to terminate this Lease as of the date the condemning authority takes title or possession, whichever first occurs.
- 28. Broker Commissions:** Tenant shall neither pay nor be responsible to pay any commissions related to or associated with this Lease under any circumstances. Any amount of commission owed to any Broker or charged by any Broker in connection with this Lease, including but not limited to any amount stated in any agreements to which Landlord may be a party to, is the sole responsibility of the Landlord and shall have no force or effect on Tenant.
- 29. Tenant's Insurance and Indemnity:** It is recognized by the Parties that the Tenant is insured by the San Joaquin County Self-Insurance Program. Tenant shall at all times during the Lease Term maintain said self-insurance, under the Tenant's self-insurance program, for public liability including bodily injury and property damage with minimum coverage of \$2,000,000 Aggregate, \$1,000,000 each occurrence. To the maximum extent permitted by insurance policies which may be owned by Tenant or Landlord, Tenant and Landlord waive any and all rights of subrogation which might otherwise exist. A duplicate or certificate of said public liability and property damage insurance policy containing the above stated required endorsements shall be delivered by Tenant to Landlord upon request. Except for when caused by Landlord's negligence and/or Landlord's breach of its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless Landlord from and against all claims of whatever nature arising from any act, omission, or negligence of Tenant or Tenant's agents, servants, employees, or invitees, or arising from any accident, injury, or damage whatsoever caused any person or the property of any person, occurring on the Premises during the Term of this Lease where such accident, damage, or injury, results or is claimed to have resulted, from any act or omission on the part of Tenant or Tenant's agents, servants, employees or invitees.
- 29.1.** Landlord shall also carry insurance, or provide proof of self-insurance, in the minimum coverage amounts described in Article 28, in addition to, and not in lieu of, the insurance required to be maintained by Tenant.
- 30. Events of Tenant's Default:** Events which shall constitute default under this Lease include the following:
- 30.1.** Tenant shall fail or omit to pay any rent or other sum payable hereunder for a period of ten (10) days after the same is due.
- 30.2.** Tenant shall enter into a Transfer, Change of Control or Encumbrance contrary to the provisions of this Lease or shall abandon or vacate the Premises
- 30.3.** Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained herein and such failure or omission continues for a period of thirty (30) days

after written notice by Landlord, or if such matter reasonably requires more than thirty (30) days to correct, Tenant fails to commence to correct the same promptly upon the giving of said notice and prosecute the same to conclusion with all due diligence.

30.4. Tenant fails to provide any records, documentation, or information reasonably requested by Landlord within ten (30) calendar day of such request, as necessary to ensure compliance with all applicable program guidelines, record-keeping requirement, and grant obligations.

31. Landlord's Remedies: Upon the happening of any event of default, Landlord may, at its option and following Tenant's failure to cure after thirty (30) days' written notice or demand, in addition to any other rights and remedies given hereunder or by law, do any of the following:

31.1. Landlord shall have the right to terminate this Lease by giving written notice of termination to Tenant. In the event of any such termination of this Lease, Landlord may then or at any time thereafter, re-enter the Premises and remove therefrom all persons and property and again repossess the premises. In the event of any such termination of this Lease, and in addition to any other rights and remedies Landlord may have, Landlord shall have all rights and remedies of a Landlord provided by Section 1951.2 of the California Civil Code. The amount of damages which Landlord may recover in the event of such termination shall include the monetary amount of any unpaid rent due under the Lease which had been earned at the time of such termination, the monetary amount by which the unpaid rent due under the Lease which would have been earned after termination until the time of award exceeds the amount of such rental, the monetary amount by which the unpaid rent due under the Lease for the balance of the Term after the time of award exceeds the amount of such rental.

31.2. In the event Tenant breaches this Lease and abandons the Premises and Landlord does not elect to terminate this Lease by reason of such breach and abandonment, this Lease shall continue in full force and effect.

31.3. Tenant noncompliance or interruption in services will be considered a breach of this Lease giving the landlord the right to terminate this Lease by giving written notice of termination to Tenant.

32. Landlord's Default: Landlord shall be in default hereunder if and when Landlord fails to perform the obligations required hereunder of Landlord within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after notice by Tenant to Landlord. Tenant shall have the option to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to monetary damages; provided however, that in no event shall Landlord be liable under any circumstances for any consequential damages incurred by Tenant including, without limitation, any injury to, or interference with, Tenant's business, arising in connection with this Lease. Tenant is excused from paying rent due hereunder as a result of any default by Landlord.

33. Hazardous Substances: Tenant represents and warrants that it and its agents, servants, employees, contractors, and anyone else acting on Tenant's behalf will not, without Landlord's prior written consent (except in connection with small amounts of office supplies and cleaning supplies) handle,

store, dispose, produce, use, permit the escape or release of, transport or manufacture any hazardous waste, hazardous materials or hazardous substances as defined or regulated by local, state or federal law on the Premises or any portion of the Building. Any necessary clean-up and disposal of hazardous substances on or from the Premises shall be performed by Tenant, Tenant's contractors, Tenant's employees, Tenant's designee(s), Tenant's servants, or Tenant's agents, at Tenant's sole cost and expense and shall be performed in accordance with all applicable laws, rules, regulations and ordinances.

34. Signs: Tenant shall provide, at its own cost, any signs located on the interior or exterior of the Premises and required for the efficient conduct of Tenant's activities. Tenant shall not install any exterior signs without prior consent of Landlord, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written and do hereby agree to the full performance of the terms set forth herein.

LANDLORD:

CITY OF LODI, California municipal corporation

TENANT:

COUNTY OF SAN JOAQUIN, a Political Subdivision of the State of California

By: _____

JAMES LINDSAY
Acting City Manager

By: _____

DAN WIRTZ
Director, General Services Department

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

KATIE LUCCHESI
City Attorney

By: _____

QUENDRITH MACEDO
Deputy County Counsel

ATTEST:

APPROVED AS TO CONTENT:

By: _____

OLIVIA NASHED
City Clerk

By: _____

Matt Garber
Assistant Director Health Care Services

Exhibit A: Tenant Responsibilities and Grant Compliance Requirements

This Exhibit is incorporated into the Lease Agreement between the City (Landlord) and the County (Tenant). The Tenant agrees to comply with the City's obligations as a subrecipient of state and federal grant funds, as set forth in agreements related to the following programs: HHIP, REAP, PLHA, and CPF.

I. Grant Compliance

The Tenant shall:

1. Abide by all applicable programmatic, legal, and regulatory obligations that the City is subject to as a subrecipient under the referenced programs, including but not limited to:
 - 2 CFR Part 200 (Uniform Guidance),
 - HIPAA and HITECH Act provisions (when applicable),
 - Environmental review standards (24 CFR Part 58),
 - Fair housing and civil rights requirements,
 - DHCS All Plan Letters (APLs), Policy Letters (PLs), and guidance,
 - Conflict of interest, debarment, anti-lobbying, and drug-free workplace rules.
2. Support City compliance with federal and state grant terms by implementing any project activities on the leased premises in a manner that aligns with grant-funded objectives, milestones, and use restrictions.

II. Reporting Requirements

Tenant shall provide the City with quarterly reports, in a format and according to a timeline specified by the City, including but not limited to the following data, with additional data required as deemed necessary by the City or the applicable grantor:

- Unduplicated client count and total persons served
- Client demographic information
- Transitions to other housing or services/programs
- Service types and frequency

III. Monitoring and Records

Tenant shall:

- Maintain accurate and complete financial and programmatic records.
- Cooperate with the City and its funders in any audits, site visits, data validation efforts, or monitoring activities.
- Promptly notify the City of any material change in operations, leadership, funding, or compliance status that may affect fulfillment of grant conditions.
- Maintain good standing with the California Department of Health Care Services (DHCS) and all associated program requirements, including those necessary to receive and retain operational support. Upon request, Tenant shall provide the City with written confirmation or evidence of such standing, including any applicable certifications or correspondence with DHCS.

Failure to comply with the terms of this Exhibit may constitute a material breach of the Lease Agreement.

SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES

CITY OF LODI

Access Center Transitional Respite Infrastructure Agreement

XXX 1, 2025 – XXX 30, 2045

This AGREEMENT (“Agreement”) made and entered into this day _____, 2025 by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through **SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES**, (hereinafter “COUNTY” or “SJBHS”), and the **CITY OF LODI** (hereinafter “CONTRACTOR”). COUNTY and CONTRACTOR may each be referred to herein as “Party” or collectively the “Parties.”

RECITALS

WHEREAS eligible uses of Behavioral Health Bridge Housing (“BHBH”) funds are to address the unique needs of their local communities and create a stronger national economy by using these essential funds for various vital public services in supports including navigation centers, respite crisis housing, and emergency shelters; and

WHEREAS eligible uses of BHBH funds include investment in a wide variety of projects such as housing projects, homelessness prevention, resilience planning and other critical infrastructure and services; and

WHEREAS, CONTRACTOR has identified a need for supportive and transitional respite housing for North County residents; and

WHEREAS, CONTRACTOR acquired an industrial building at 710 N Sacramento Street, Lodi, CA 95240 and is developing an Access Center and Emergency Shelter, that will now provide 12 beds for supportive transitional respite housing; and

WHEREAS, COUNTY provides wrap-around services to San Joaquin County residents, including those in the North County area, who are homeless or at-risk of homelessness with serious behavioral health conditions, including Serious Mental Illness (SMI) and/or Substance Use Disorders (SUD); and

WHEREAS, the California Department of Health Care Services (DHCS) has granted BHBH program funds to COUNTY for the purposes of reducing homelessness for individuals with SMI and/or SUD; and

WHEREAS, the Parties hereto now desire to enter into this Agreement and to comply with the purposes and requirements set forth for the use of COUNTY’S BHBH funds;

NOW, THEREFORE, the Parties do hereby agree as follows:

I. SCOPE OF AGREEMENT:

- A. COUNTY will provide CONTRACTOR BHBH program funds to renovate an industrial building located at 710 N Sacramento Street, Lodi, CA 95240, (the “Access Center”), to create 12 transitional respite beds (Exhibit A) for use by residents who are homeless or at-risk of homelessness with serious behavioral health conditions, including SMI and/or SUD, or are justice involved with prioritization for CARE Court participants.
- B. Upon completion of the renovations, the 12 transitional respite beds shall be made available to residents who are homeless or at-risk of homelessness with serious behavioral health conditions, including SMI and/or SUD, in addition to those who are justice involved with prioritization for CARE Court respondents, which shall constitute the “Services” required under this Agreement.
- C. CONTRACTOR, or its designee, shall open the Access Center and Emergency Shelter and begin providing low-barrier shelter with wraparound services by April 30, 2026. COUNTY and CONTRACTOR will negotiate in good faith additional agreements for the operation and provision of the Services at the Access Center upon completion of the infrastructure improvements.
- D. The Parties acknowledge that the California Department of Health Care Services (DHCS) requires COUNTY place a deed restriction on non-COUNTY owned properties purchased or improved with BHBH Program infrastructure funds through June 30, 2027. As such, the Parties agrees as follows:
 - 1. CONTRACTOR shall record a deed restriction against the property that ensures it will be used to provide the Services for the term of this Agreement. If the property is no longer used to provide the Services due to sale, transfer or lease, then:
 - a. The BHBH funding received under this Agreement and any interest thereon shall be repaid to COUNTY; or
 - b. CONTRACTOR shall find an alternative use of the BHBH proceeds to provide bridge housing for individuals who are homeless or at-risk of homelessness with serious behavioral health conditions in a manner acceptable to DHCS.
 - 2. CONTRACTOR shall provide a copy of the recorded deed restriction to COUNTY by March 1, 2026.

3. The deed restriction will remain in place for the balance of the Agreement term until April 30, 2045. The Access Center will be operated so that one hundred percent (100%) of the 12 transitional respite beds will be used for the Services.

II. GOVERNANCE

From August 1, 2025, to June 30, 2027, this Agreement shall be governed by the requirements governing the use of BHBH program funds. Effective August 1, 2027, this Agreement shall be governed by any and all applicable Federal and State laws and regulations.

III. TERM

The term of this Agreement shall be from May 1, 2025, through April 30, 2045. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

IV. FISCAL PROVISIONS

- A. COUNTY will provide \$575,910 (Five Hundred Seventy-Five Thousand Nine Hundred and Ten Dollars) from the BHBH-infrastructure funding for the renovation and construction to create twelve (12) beds at the Access Center.
- B. CONTRACTOR shall submit one original and one copy of each invoice to the COUNTY'S, [DEPT/DIV NAME], at the address referenced above. All invoices must reference this Agreement Number/Contract ID # and the Work performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

V. COMPLIANCE

- A. Both Parties shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted Services and this Agreement. Furthermore, the Parties shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. Each Party shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.
- B. Compliance with Immigration Law: Each Party shall employ only individuals who are in compliance with any and all current laws and regulations of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Service.
- C. Federal Equal Opportunity Compliance: Each Party shall treat individuals in compliance with Equal Opportunity requirements and clauses, Section 503 of the Rehabilitation Act of

1973, and the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Executive Order 11246.

- D. ADA Compliance: Each Party shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC Sections 12101 et seq.).
- E. Drug Free Workplace: Each Party shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.
- F. Each Party shall comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014, codified at California Labor Code Section 245-249. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.
- G. Neither Party shall discriminate because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2). Nor shall either Party retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

VI. INDEMNIFICATION

- A. Each Party shall, at its expense, defend, indemnify and hold harmless the other Party, (defined as the Party and its employees, officers, directors, contractors and agents) from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the Party, its employees, officers, agents or subcontractors.
- B. Each Party shall hold the other Party, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this Agreement.

VII. INSURANCE REQUIRMENTS

A. CONTRACTOR shall submit proof of insurance with liability limits, or affirm self-insurance in the corresponding amounts, as set forth below to COUNTY showing COUNTY, its officers, employees and agents named as Additional Insured. COUNTY insurance requirements must be met prior to starting work with San Joaquin County. CONTRACTOR agrees to be responsible to ensure that the requirements set forth are also to be met by CONTRACTOR's subcontractors. During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies as are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing ongoing operations and duties under this Agreement:

1. Workers' Compensation and Employer's Liability: As required by any applicable State or Federal law or regulation and Section 3700 of the Labor Code that requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, CONTRACTOR will comply with a program of Workers' Compensation Insurance or a state-approved self-insurance program.
2. Commercial General Liability Insurance: The policy shall have combined single limits for bodily injury or property damage including personal injury of not less than two million dollars (\$2,000,000), for each occurrence. The aggregate limit shall be \$4,000,000.
3. Professional Liability with \$1,000,000 minimum limit as appropriately relates to services rendered including coverage for medical malpractice and/or errors and omissions.
4. Cyber Liability with \$2,000,000 per occurrence or claim and \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
5. Automobile Liability: CONTRACTOR agrees to hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement. In addition, if vehicles are used to

transport members, CONTRACTOR shall maintain comprehensive automobile liability, with a \$1,000,000 minimum limit.

6. Additional Named Insured: All certificates of insurance except for workers' compensation and professional liability shall contain additional endorsements naming COUNTY as Certificate Holder, San Joaquin County as 44 North San Joaquin Street, Suite 540, Stockton, CA 95202. San Joaquin County and its officers, agents and employees respectively shall be made Additional insured except for workers' compensation and professional liability.
- B. Policies Primary and Non-Contributory: All insurance policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by COUNTY or CONTRACTOR.
 - C. Proof of Coverage: The Parties shall immediately furnish certificates of insurance to the other Party's department administering the Agreement evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be cancelled, reduced or expire, without thirty (30) day's written notice to the other Party. CONTRACTOR shall maintain such insurance and furnish to COUNTY certified copies of the certificates and all endorsements from the time CONTRACTOR commences performance of services hereunder until the completion of such services. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with copies of the certificates and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California.
 - D. Liability: Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve either Party from liability in excess of such coverage, nor shall it preclude such other actions as are available under any other provision of this Agreement or otherwise in law.

VIII. CONFLICT OF INTEREST

- A. The Parties are aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agree to be bound thereby. Each Party certifies that it is unaware of any financial or economic interest of any public officer or employee relating to this Agreement. It is further understood and agreed by the Parties that if such a financial interest does exist at the inception of this Agreement, the other Party may immediately terminate this Agreement by giving written notice thereof.

- B. Each Party certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- C. Each Party shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties. Further, any member of either Party's governing body or its officers is prohibited from working for the other Party.

IX. NON-EXCLUSIVE RIGHTS

This Agreement does not grant any exclusive privileges or rights to provide services to the other Party. Either Party may contract with other counties, private companies or individuals for similar services.

X. GOVERNING LAW

The laws of the State of California, county of San Joaquin shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

XI. VENUE

Venue for any action arising out of this Agreement shall be the County of San Joaquin, California.

XII. ENTIRE AGREEMENT

This document contains the entire Agreement between the Parties and supersedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits, this Agreement shall prevail.

XIII. SEVERABILITY

Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

XIV. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to a Party is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently or from time to time.

XV. MODIFICATION, AMENDMENTS AND WAIVER

No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

XVI. HEADINGS

Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.

XVII. FORCE MAJEURE

Without affecting any right of termination set forth in this Agreement, either Party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the Party, by giving the other Party written notice of, and reason for, the suspension.

XVIII. INDEPENDENT CONTRACTOR

In the performance of work duties, and obligations imposed by this Agreement, each Party is at all times acting as an independent contractor practicing his or her own profession and not as an employee of the other Party. Each Party shall perform its work in strict accordance with approved methods and standards of practice in that professional specialty. The sole interest of each Party is to assure that all services provided in this Agreement are rendered in a competent and efficient manner in order to maintain the high standards of both Parties. Neither Party shall have any claim under this Agreement or otherwise against the other Party for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. Each Party acknowledges the fact that it is an independent contractor and is in no way to be construed as

an employee of the other Party, nor are any of the persons employed by the Parties to be so construed. Both Parties shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone and facilities necessary for performance of its obligations under this Agreement, except as provided in Exhibit C. Each Party shall provide copies of any current professional, local, state or other business license required to conduct the services stated herein, to the other Party.

XIX. ASSIGNMENT

This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.

XX. TERMINATION

- A. Termination for Cause: If either Party breaches or habitually neglects the it's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the non-breaching Party may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which it may be entitled, either at law, in equity, or under this Agreement.
- B. Termination for Convenience: In addition, either Party may terminate this Agreement for its convenience upon thirty (30) days written notice to other Party.
- C. Funding out Clause: If either Party fails to appropriate funds to continue to perform under this Agreement, this Agreement will be cancelled immediately and the the other Party will be given written notice of such termination.
- D. If this Agreement is terminated under paragraphs 1, 2 or 3 above, each Party shall only be entitled to payment for any work completed or BHBH funds distributed prior to notice of termination. In the event of termination under paragraph 1, 2 or 3 above, the Parties shall be paid an amount, which bears the same ratio to the total compensation authorized by the Agreement, less payments of compensation previously made. Except as stated above and except for any reasonable end-of-contract fees, CONTRACTOR shall have no other allowable charges under the terms and conditions of this Agreement.
- E. Neither Party shall incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party [related hereto] that it can legally cancel; nor shall either Party be liable for any expenses incurred by the other Party subsequent to the notice of termination

XII. NOTICES

Notices concerning this Agreement shall be given by regular mail address as follows:

COUNTY:

San Joaquin County
County Administration Building
44 North San Joaquin Street, Suite 640
Stockton, CA 95202

CONTRACTOR:

City of Lodi
Attn: Community Development Department
Email Address
NeighborhoodServices@lodi.gov
Address 221 W Pine Street
PO Box 3006
Lodi, CA 95241

COPY TO:

San Joaquin County
Behavioral Health Services
Attn: Contract Management
1212 North California Street
Stockton, CA 95202

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this Agreement, which shall be deemed effective on the day and year first written above.

COUNTY OF SAN JOAQUIN, a
political subdivision of the State of California

Paul Canepa, Chairman Board of Supervisors

DATE:

ATTEST: Rachel DeBord

Clerk of the Board of Supervisors Of the County of San Joaquin State of California

By:

DATE:

APPROVED AS TO FORM

Office of the County Counsel

Claudine Sherron, Deputy County Counsel

DATE:

CITY OF LODI, a municipal corporation

JAMES LINDSAY
Acting City Manager

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

Capital Improvement Plan

FY 2025-2026

Project Title: Reimagined Housing		Munis Project Code: HPSJ-23001		#308				
Section I: Description		Citywide	Project Length	June 30-2026	Priority	High		
<p>The City of Lodi Community Development Department is looking to acquire an existing hotel and convert it to transitional and supportive housing. We anticipate 40 (+/-) units with 24/7 onsite management and security. The project would allow for individuals that have jobs or other steady income (SS, SSDI, VA, etc.) to be housed in a transitional setting with continued wraparound services until they are able to progress to other permanent housing opportunities.</p>								
Justification/factor driving project								
On April 26, 2023 Health Plan of San Joaquin Board awarded the City of Lodi \$3 million for this project San Joaquin County will be leasing property for operating Transitional Housing								
Additional Information								
New project approved at June 7, 2023 Council meeting, Reso 2023-116								
Section II: Estimated Project Costs								
Expenditure	Prior Years	FY 24/25 Estimate	FY 25/26 Budget	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
Contracts	\$ 3,028,935	\$ 977,950	\$ 27,000					\$ 4,033,885
Total Capital Costs	\$ 3,028,935	\$ 977,950	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ 4,033,885
Section III: Funding Sources/Methods of Financing								
Funding Source(s)	Prior Years	FY 24/25 Estimate	FY 25/26 Budget	FY 26/27	FY 27/28	FY 28/29	Future Yrs	Total
355 - Community Grants	\$ 3,028,935	\$ 977,950	\$ 27,000					\$ 4,033,885
Total Project Financing	\$ 3,028,935	\$ 977,950	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ 4,033,885

Capital Improvement Plan

FY 2025-2026

Project Title:			Munis Project Code:		ARPA-22001	#172			
Section I: Description			District Nos:	Citywide	Project Length	30-Jun-26	Priority	High	
<p>The City of Lodi Community Development Department recognizes that effectively responding to the COVID-19 Pandemic requires a combination of strategies at the local level including housing our unsheltered population. The Navigation Center concept now renamed the Lodi Access Center will be a low-barrier, service enriched congregate shelter. Additionally, on site will be a Workforce Education Center to support not only Access Center clients, but members of the community as well.</p>									
Justification/factor driving project									
<p>On April 7, 2021 Council feedback was to support \$5.5 million towards the development of a Navigation Center and a resolution was adopted at the April 21, 2021 Council Meeting. On April 7, 2021 City Council accepted the award of Permanent Local Housing Allocation (PLHA) funding. On July 13, 2021 \$2.8 million was approved by the County Board of Supervisors from the San Joaquin County capital outlay fund in support of the Access Center and on December 13, 2022 an additional \$8.2 million was awarded. HHAP Round 3 Funds Awarded FY23/24-\$578,537.07</p>									
Additional Information									
<p>The American Rescue Plan Act of 2021 was signed into law on March 11, 2021. The Act provides \$65.1 billion to the approximately 19,000 units of state, local and tribal governments nationwide using a block grant formula with Lodi receiving approx. \$15.7 million.</p>									
Section II: Estimated Project Costs									
Expenditure	Prior Years	FY 24/25 Estimate	FY 25/26 Budget	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Future Yrs	Total
Contracts	\$ 3,921,458	\$ 6,776,877							\$ 10,698,335
Total Capital Costs	\$ 3,921,458	\$ 6,776,877	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,698,335
Section III: Funding Sources/Methods of Financing									
Funding Source(s)	Prior Years	FY 24/25 Estimate	FY 25/26 Budget	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Future Yrs	Total
104 - American Rescue Plan	\$ 1,067,302	\$ 5,076,251	\$ 575,910						\$ 6,719,463
355 - Community Grants	\$ 3,242,967	\$ 10,575,238							\$ 13,818,205
431 - Capital Outlay/General Fund	\$ 475,902	\$ 224,098							\$ 700,000
Total Project Financing	\$ 4,786,171	\$ 15,875,587	\$ 575,910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,237,668

RESOLUTION NO. 2025-

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT IN A FORM ACCEPTABLE BY THE CITY ATTORNEY FOR 22 S. MAIN STREET TRANSITIONAL HOUSING AND ACCEPT AND APPROPRIATE FY26 LEASE PAYMENTS (\$27,000), AND TO EXECUTE AN INFRASTRUCTURE AGREEMENT IN A FORM ACCEPTABLE BY THE CITY ATTORNEY FOR BEHAVIORAL HEALTH SPACES WITHIN 710 N. SACRAMENTO STREET AND ACCEPT AND APPROPRIATE (\$575,910) FOR INFRASTRUCTURE COSTS

=====

WHEREAS, the City of Lodi and San Joaquin County have collaborated to support transitional housing and behavioral health stabilization services for vulnerable populations in the region; and

WHEREAS, San Joaquin County Behavioral Health intends to operate a 40-unit transitional housing facility and Single-Family Home at 22 South Main Street under a lease agreement with the City of Lodi; and

WHEREAS, lease payments for 22 South Main Street total \$27,000 for FY26, at a monthly rate of \$3,000 from October 2025 through June 2026; and

WHEREAS, San Joaquin County will provide behavioral health services including a mental health quiet ward and behavioral health respite beds within the Lodi Access Center at 710 N. Sacramento Street to; and

WHEREAS, the County will provide \$575,910 to support infrastructure improvements for these designated behavioral health spaces.

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

1. Authorize the City Manager to execute a Lease Agreement in a form acceptable by the City Attorney with San Joaquin County for 22 South Main Street to operate a transitional housing facility, and accept and appropriate lease payments in the amount of \$27,000 to:
 - Revenue: 35500000.56007
 - Expenditures: HPSJ-23001.Contracts.SJBHS (New Project String)
2. Authorize the City Manager to execute an Infrastructure Agreement in a form acceptable by the City Attorney with San Joaquin County for designated behavioral health spaces within the Lodi Access Center at 710 N. Sacramento Street, and accept and appropriate funds in the amount of \$575,910 to:
 - Revenue: 35500000.56007
 - Expenditures: ARPA-22001.Contracts.SJBHS (New Project String)

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted November 6, 2019, 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: August 20, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

Olivia Nashed
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing the City Manager to Execute Additional Change Orders up to (\$1,400,000) with Bobo Construction, Inc. for a Total not to Exceed (\$11,866,433) for Construction of The Lodi Access Center and Emergency Shelter (Access Center) and Approve Amendment No. 2 to Bickford Ventures, Inc., doing business as Division 1 Construction Management Services in the Amount of \$50,000 (Not to Exceed \$232,200), Amendment No. 2 to Terracon Consultants, Inc. in the Amount of \$100,000 (Not to Exceed \$130,020), and Amendment No. 6 to NJ Associates, Inc. in the Amount of \$50,000 (Not to Exceed \$1,371,430) (CD)

MEETING DATE:

August 20, 2025

PREPARED BY:

Jennifer Rhyne, Neighborhood Services Manager

RECOMMENDED ACTION:

Adopt a Resolution Authorizing the City Manager to Execute Additional Change Orders up to (\$1,400,000) with Bobo Construction, Inc. for a Total not to Exceed (\$11,866,433) for Construction of The Lodi Access Center and Emergency Shelter (Access Center) and Approve Amendment No. 2 to Bickford Ventures, Inc., doing business as Division 1 Construction Management Services in the Amount of \$50,000 (Not to Exceed \$232,200), Amendment No. 2 to Terracon Consultants, Inc. in the Amount of \$100,000 (Not to Exceed \$130,020), and Amendment No. 6 to NJ Associates, Inc. in the Amount of \$50,000 (Not to Exceed \$1,371,430)

BACKGROUND INFORMATION:

On September 4, 2024, the City Council approved the plans and specifications for the Access Center Project and authorized the advertisement for construction bids. The Community Development Department released the bid advertisement on October 16, 2024. On November 13, 2024, the City received seven bids, and at a Special City Council Meeting on November 19, 2024, Bobo Construction, Inc. was awarded the contract as the lowest responsible bidder. A construction contract was executed in the amount of \$9,866,433, with an initial change order authority of \$600,000.

Since the award of contract, several unanticipated costs have emerged:

The City originally intended to execute a separate agreement for the ADA-compliant slab and associated site work required for the temporary Access Center. However, due to project time constraints, the City directed Bobo Construction, Inc. to perform the work. The funds originally set aside for this scope must now be incorporated into the existing contract via change order.

San Joaquin County Behavioral Health has committed \$575,910 to support the construction of a mental health quiet ward and respite beds, necessitating an increase to the contract.

During construction, unforeseen environmental conditions were encountered, including impacted soil and

COUNCIL COMMUNICATION

debris discovered during sub-slab trenching for new utility installations. As these findings were discovered beneath the building slab during utility trenching, conditions could not have been known prior to construction. Terracon was engaged to assess and characterize the affected soil to facilitate off-haul and ensure compliance with hazardous material handling protocols.

In June and July 2025, Terracon conducted multiple rounds of subsurface soil sampling in four interior locations where trenching was planned. Analytical results identified contaminants of concern including arsenic, copper, lead, total petroleum hydrocarbons (diesel range), and PCBs. These findings require specialized soil handling and disposal procedures in accordance with hazardous waste regulations. Terracon subsequently developed an Environmental Health and Safety Plan and Soil Management Plan to guide remediation and safe continuation of construction activities.

To address these emerging needs, staff has evaluated available funding sources, including existing grant allocations and projected cost savings from a planned reduction in initial bed count and potential efficiencies under a new operator Request for Proposals (RFP). Staff has determined there are sufficient resources to support the necessary contract modifications as seen in the summary funding table, attached as Exhibit A.

Operational Cost Savings and Projections: Operational cost estimates used to identify potential savings are based on known factors, including the continued need to operate the temporary Access Center through at least April 30, 2026, and the anticipated transition to the permanent facility thereafter. Using a prior \$2.75 million operator proposal as a baseline and applying a cost of approximately \$75 per bed, per day, an initial 60-bed model is projected to result in annual operating costs of \$1.65 million. Estimated savings of \$1.1 million, along with funds previously allocated for the ADA-compliant slab at the temporary site, have been redirected to support construction change orders.

Despite the increased construction costs, should operational cost responses received during the RFP be in line with projections, the City should have sufficient operational funds covered through ARPA funds (through Dec 31, 2026) and PLHA/HHAP funds (through Apr 30, 2027).

Recommended Action(s):

Staff recommends that the City Council adopt a resolution to:

1. Authorize the City Manager to execute additional change orders with Bobo Construction, Inc. in the amount of \$1.4 million, increasing the total not-to-exceed amount to \$11,866,433 for the Access Center construction contract.
2. Approve Amendment No. 2 to the professional services agreement for Construction Management and Testing with Bickford Ventures, Inc., doing business as Division 1 Construction Management Services, in the amount of \$50,000, for a revised not-to-exceed total of \$232,200.
3. Approve Amendment No. 2 to the agreement with Terracon for Special Inspection and Testing Services in the amount of \$100,000, for a revised not-to-exceed total of \$130,020.
4. Approve Amendment No. 6 to the agreement with NJ Associates, Inc. in the amount of \$50,000, for a revised not-to-exceed total of \$1,371,430.

Expenditure Timeline:

The City has allocated American Rescue Plan Act funds to the Access Center Project and has a deadline of December 31, 2026. With that in mind, if the temporary Access Center needing to be extended and anticipated cost savings from initial operating bed count reduction, those funds must continue to be tied to the Access Center project and cannot be reallocated to any other project. This provides the opportunity for the City to utilize these funds toward the scope changes ensuring continued progress on the project while maximizing the use of available federal resources and avoiding the risk of returning unspent funds to the U.S. Treasury.

COUNCIL COMMUNICATION

Attachments:

1. Exhibit A - Summary Funding Table
2. Amendment No.2 - Bickford Ventures, Inc., doing business as Division 1 Construction Management Services
3. Amendment No. 2 - Terracon Consultants, Inc.
4. Amendment No. 6 - NJ Associates, Inc.
5. Resolution

STRATEGIC VISION:

4C. Housing: Continued progress towards Regional Housing Needs Assessment goals.

FISCAL IMPACT:

Fiscal impact for the contract amendments and change order authority overall is \$1.6 million. The proposed amendments result in an increase of \$1.4 million to the construction contract for the Access Center Project, bringing the total not-to-exceed amount to \$11,866,433. Additional amendments to professional services agreements total \$200,000, which includes \$50,000 for construction management, \$100,000 for special inspection and testing, and \$50,000 for architectural services. These cost increases are offset by a combination of secured external partnership funding and anticipated project savings.

Notably, San Joaquin County Behavioral Health has committed \$575,910 toward the development of critical mental health components within the facility, directly supporting expanded service capacity. In addition, the temporary Access Center is now anticipated to operate through at least April 30, 2025, with associated cost reductions stemming from a decreased operating bed count that will be provided in RFP (capacity remains at 208) and efficiencies expected from a forthcoming operator RFP.

While the scope of work has evolved to address unanticipated site conditions and enhanced facility features, staff has carefully evaluated funding resources and determined that there are sufficient available and anticipated funds to fully support the recommended contract amendments without requiring additional City General Fund allocations. These changes position the project for long-term success and reflect the City's commitment to delivering a high-quality, responsive facility for individuals in need of access to housing and behavioral health services.

FUNDING AVAILABLE:

Revenue and Appropriations have already been allocated through prior Council actions through the acceptance of various grants and appropriated to the Access Center Capital Improvement Project. There is no impact to General Fund at this time as staff is looking to utilize anticipated operational cost savings and funds from San Joaquin County Behavioral Health for the mental health quiet ward and behavioral health respite care beds.

Exhibit A – Summary Funding Table:

Access Center Shelter Allocated Funding Towards Capital				
Funding Source	Amount Allocated	Expenditures Through June 30, 2025	Remaining	Notes
San Joaquin County Capital-Outlay Grant	\$ 2,800,000	\$ 2,800,000	\$ -	Fully Expended
Local Early Action Planning Grant	\$ 125,000	\$ 125,000	\$ -	Fully Expended
San Joaquin County ARPA Grant	\$ 8,200,000	\$ 1,402,064	\$ 6,797,936	
Homeless Housing, Assistance, & Prevention (HHAP) Round 2	\$ 414,042	\$ 414,042	\$ -	Fully Expended
City of Lodi ARPA Funds	\$ 1,844,686	\$ 459,590	\$ 1,385,096	
EECBG	\$ 125,000	\$ -	\$ 125,000	Solar Panels Only
Community Project Funding Grant	\$ 1,048,500	\$ -	\$ 1,048,500	
City Electric Utility (Energy Efficiency Upgrades)	\$ 125,000	\$ -	\$ 125,000	Energy Efficiency Improvements only
Total:	\$ 14,682,228	\$ 5,200,697	\$ 9,481,531	

Note: Includes community engagement costs, acquisition of property, temporary Access Center start-up, design and construction of permanent Access Center

Access Center Shelter Allocated Funding Towards Operations				
Funding Source	Amount Allocated	Expenditures Through June 30, 2025	Remaining	Notes
HHAP Round 3	\$ 578,537	\$ 359,310	\$ 219,227	
HHAP Round 4 ²	\$ 300,000	\$ -	\$ 300,000	
City of Lodi ARPA Funds	\$ 4,743,416	\$ 1,656,265	\$ 3,087,151	
Permanent Local Housing Allocation Grant	\$ 1,716,589	\$ 1,242,967	\$ 473,622	
Total:	\$ 7,338,542	\$ 3,258,542	\$ 4,080,000	

Note:

1. Current expenditures are for the temporary Access Center operations since it opened July 2022
2. HHAP Round 4 is only partial award, remainder is for other community services including prevention and youth services

Access Center Shelter Projected Operational Capacity ¹				
Operational Expense	Projected Operational Expenses Remaining as of June 30, 2024	Remaining Funds Available as of June 30, 2025	Subtotal Remaining	County Funds
Projected Temporary Access Center June 2025 through 04/30/2026 ²	\$ 1,155,000	\$ 1,155,000		
Permanent Access Center (May 1, 2026 to April 30, 2027) ³	\$ 1,650,000	\$ 2,925,000		
Total:	\$ 2,805,000	\$ 4,080,000	\$ 1,275,000.00	\$ 575,000.00

Note:

1. All items are projected based on known factors.
2. Temporary Access Center Costs projected through April 30, 2026 based on anticipated construction timeline and need to extend temp facility operations.
3. Estimated Permanent Access Center Operational Cost (Conservative):
Based on the previous RFP proposal of \$2.75M for 12 months, adjusted for a reduced bed count of 60 beds.
ARPA Covers operations through Dec 31, 2026 (expenditure deadline), with available PLHA/HHAP funds through Apr 30, 2027.
Total: \$1,650,000 (~\$75 per bed/day)

Note: Available Funds \$1,850,000
Contract Amendments: \$1,600,000
FF&E: \$250,000

AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES
BICKFORD VENTURES, INC.

This AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 1"), is made and entered this ___ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY" and BICKFORD VENTURES, INC., a California corporation doing business as DIVISION 1 CONSTRUCTION MANAGEMENT SERVICES, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services to provide Construction Management Services on December 16, 2024 ("Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, CONTRACTOR and CITY now desire to expand the scope of services to include additional Construction Management Services as outlined in Exhibit 2 in an amount not to exceed \$50,000, for a total Agreement amount not to exceed \$232,200; and
3. WHEREAS, CITY has advised CONTRACTOR of its intent to extend the terms of the Agreement an additional one (1) year through August 31, 2026; and
4. WHEREAS, CITY and CONTRACTOR agree to said amendments.

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

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

CITY OF LODI, a municipal corporation

BICKFORD VENTURES, INC., a California corporation
doing business as DIVISION 1 CONSTRUCTION
MANAGEMENT SERVICES

JAMES LINDSAY
Acting City Manager

PAUL BICKFORD
President

ATTEST:

OLIVIA NASHED
City Clerk

APPROVED AS TO FORM:

KATIE O. LUCCHESI
City Attorney

for 

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on December 16 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BICKFORD VENTURES, INC., a California corporation doing business as DIVISION 1 CONSTRUCTION MANAGEMENT SERVICES (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 Construction Management, Construction Testing, and Special Investigation Services for the Lodi Access Center and Emergency Shelter (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 1, 2024 and terminates upon the completion of the Scope of Services or on August 31, 2025, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional one year extension(s); 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 two 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 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: John R. Della Monica, Jr.

To CONTRACTOR: Bickford Ventures, Inc., dba Division 1 Construction
Management Services
221 W. Oak Street, Ste. B
Lodi, CA 95240
Attn: Paul Bickford

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.

//

//

//

//

//

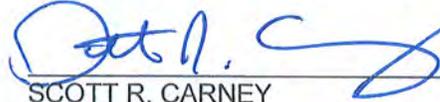
IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

CITY OF LODI, a municipal corporation



OLIVIA NASHED
City Clerk



SCOTT R. CARNEY
City Manager

APPROVED AS TO FORM:

BICKFORD VENTURES, INC., a California corporation dba DIVISION 1 CONSTRUCTION MANAGEMENT SERVICES

By:


KATIE O. LUCCHESI
City Attorney

By:


Paul Bickford (Nov 24, 2024 12:41 PST)
Name: PAUL BICKFORD
Title: President

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: ARPA-22001.Contracts
(Business Unit & Account No.)

Doc ID:

CA: Rev.07.2024-VS (CA Formatted)

Division 1 PSA - Access Center and Emergency Shelter_combined_initialed

Final Audit Report

2024-11-24

Created:	2024-11-20
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2pg4Wde40mR1wacL2aJp9ylm-ENZifKf

"Division 1 PSA - Access Center and Emergency Shelter_combined_initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2024-11-20 - 7:43:28 PM GMT
-  Document emailed to Paul Bickford (paul@division01cms.com) for signature
2024-11-20 - 7:44:05 PM GMT
-  Email viewed by Paul Bickford (paul@division01cms.com)
2024-11-24 - 8:38:20 PM GMT
-  Document e-signed by Paul Bickford (paul@division01cms.com)
Signature Date: 2024-11-24 - 8:41:59 PM GMT - Time Source: server
-  Agreement completed.
2024-11-24 - 8:41:59 PM GMT



DIVISION 01

Construction Management Services

**Lodi Access Center Qualification Statement and Proposal for
Construction for Construction Management and
Construction testing and Special Inspection services**

Attn: John Della Monica

City of Lodi Community Development Dept.

221 W. Pine St. Lodi CA

221 W. Oak St Suite B

Lodi, CA 95240

Principal Contact: Paul Bickford, Owner

Phone: (209) 330-0158

Email: paul@division01cms.com

Table of Contents

Contents

- Cover Letter / General Information
- Executive Summary
- Summary of Qualifications
- Cost Proposal & Division 01 Rates
 - Terracon Rates Exhibit B
 - Division 01 projection of hours and breakdown

1. Cover Letter / General Information

July 3, 2024

City of Lodi
Community Development Department
Attn: John Della Monica
221 W. Pine St.
PO Box 3006
Lodi, Ca 95241-1910

RE : Construction Management Services Proposal for the **Lodi Access Center and Emergency Shelter Project**
(Lodi Access Center)

Dear John Della Monica,

Thank you for considering Division 01 Construction Management Services as a candidate for your construction management services. Our team is committed to placing the City of Lodi and the Lodi Access Center in the best interest at the forefront of every decision we make. The City will benefit from our exceptional services, experience and consistent professional environment. We thoroughly understand the services you're seeking and feel confident in our ability and experience to help you complete this project successfully in accordance with your objectives of safety, cost, time, and quality.

Division 01 recognizes the City's needs and goals. We understand that the City is looking for a partner and extension of its team. We are confident that Division 01 can fill that need.

Division 01 Construction Management Services provides a full range of services and resources from the earliest planning stages through final project closeout. Our goal is to relieve the City of Lodi, Lodi Access Center staff and the Architect of the daily routine associated with project management while keeping you abreast of progress and key issue developments. This ensures that your scope, quality, safety, cost and schedule objectives are achieved.

Typical Services include but not limited to:

Bid Time, our team will be present for pre-bid conferences, job site walks, bid evaluations as well as help with contract negotiations. And finally, we will provide a recommendation for award and assist in the construction contract process to create a seamless transition to on-site construction.

Construction Phase, will be in accordance with and follow the requirements listed in the RFP June 20th 2024 to include **Construction Management, Construction Testing and Special Inspection Services**.

Close Out: Through the final stage of the project's closeout and occupancy, Division 01 will assist with final inspections, punch list creation, corrective actions as necessary, notice of completion, review of warranties and O&M's, as built drawings, and final project accounting, including final project approval.

Specific inclusions:

- Paul Bickford is owner/President of Division 01 CMS and is **authorized signer to bind** Division 01 CMS contractually.
- This proposal from Division 01 CMS for the City of Lodi and the Lodi Access Center project is **good for 60 days** from the bid date of April 18, 2024.
- Division 01 CMS is **willing to perform services as described in the RFP.**
- Proposer has **staff and other required resources available for performing all services and deliverables** within the RFP.

Please feel free to contact Paul Bickford directly at c-(209) 224-7040, o-(209) 330-0158 Ext #1, or Paul@division01cms.com if you have any questions or need any further clarifications.

Legal Structure: Bickford Ventures, Inc is DBA Division 01 Construction Management Services.
EIN # 82-176285

2. Executive Summary

1. Type of Business and number of years.
 - a. S-Corporation "Bickford Ventures Inc, DBA Division 01 Construction Management Services.
 - b. Division 01 Construction Management Services has been providing construction management services to public agency clients since April 2017, (7 years). Each team member has an extensive history and experience with public agency clients ranging from the last 10 years to 40+ years.
2. California business, professional, or specialty license. License number and FEIN
 - a. Paul Bickford, President of Division 01 Construction Management Service
 - b. Paul Bickford has two (2) active General contractor's license(s). License numbers 838586 and 1108846. However, this license will not be necessary nor used or required for the purpose of this RFP.
 - c. Division 01 Construction Management Services holds a business license.
 - d. Our FEIN is 82-1762857
3. Location of Proposer's office
 - a. Physical address of office: 221 W Oak St. Suite B, Lodi, CA 95240
 - b. Business Mailing address: PO Box 771. Lockeford. CA 95237
4. Staffing
 - a. **Paul Bickford is available for immediate assignment and will be your primary point of contact and initially the primary onsite representative. This will continue until satisfactory staffing needs are evaluated and the team is in place.**
 - b. **Denise Wiman / Miguel Vilamontes**, will work in cadence with the team including necessary site visits to familiarize themselves with the project site. Attending meetings virtually or in person as necessary. Monitor, distribute and e-file documents as required.
 - c. **Colton Bickford**, is available for additional support and project oversight as needed.
5. Insurance: Division 01 is aware of the insurance as required by the City of Lodi and will provide documents upon acceptance of proposal.
 - a. Commercial General Liability, Professional Liability (E&O), Commercial Auto and Workers Compensation.
6. Our geographic area of coverage
 - a. **Division 01 and Terracon Inc, are both local companies of Lodi. We can provide prompt response times as well as keep travel hours to a minimum.**
7. Ensuring proper responsiveness to City Staff and project requirements
 - a. As stated above, we believe strongly in communication. We plan to utilize this approach in face-to-face meetings, video conferences, and file sharing as best suited for the situation.



Paul Bickford
President & Senior Construction
Manager



Summary of Qualifications

Paul Bickford has 45+ years in the construction industry providing him an in depth knowledge of construction. Self performing trades of concrete and framing in the 70's & 80's, General Contractors License in 1991 (624843) and 2004 (838586), SR project manager for Diede Construction 1997-2016. 90% of projects being public works projects during that time. From modernization to new construction, over 200 projects ranging from \$100,000's to \$20M, for different entities and all phases of construction including pre-design to project closeout. Spending most of his career on the contractor side of projects provides a unique problem solving mindset and knowledge.

Paul created Division 01 Construction Management Services in April of 2017. Using 4 decades of experience as a contractor to now identifying the need for information and communication in the bid documents, estimating and budget control, oversight of construction, quality control and negotiations for the owners and to assist contractors to both be succesful. Our Company has grown to include Seasoned Veterens of the industry.

Honor and integrity is not just a logo on the wall, it's how we do business.

Recent and Current Division 01 CMS projects.

Typical services include assisting the owner and design team with Constructability review, Bid Process, Contract negotiations, Course of construction PM/CM duties.

Valley Caps

Care facility for Adults with Developmental Disabilities. This is currently in Design and will be a Tennant improvement project of an existing facility in Downtown Modesto.

Modesto Children's Museum

Conversion of existing restaurant/bar to two story Children's Museum. \$3.5M construction contract. Completed Fall of 2023

Pietro's Restaurant

Owners Rep/Construction Manager of the new 10,000sqft, \$10M new restaurant. This past year in design/permitting/bidding, tentative start of construction August 2024

Stanislaus County

Currently assisting Stanislaus County on 4 new projects.

Probation Security Electronics upgrade \$3M construction budget. (in the mobilization stage)

Harvest Hall Tennant improvement \$3M construction budget. (in design and funding review)

Salida Library Circulation Tennant Improvement (T.I.) \$1M construction budget. (NTP approx. august 1st)

Modesto Library T.I. \$20M budget. (Design Development Phase)

Manteca Fire Station #5: (Complete) A 7,000 sq. ft. Design/Build, Fire Station with a contract budget of \$4,5M..

Our office is 221 W. Oak St Lodi, we work and support our local community. Our close proximity to the project and provides a quick onsite response if needed while keeping the billable hours down.

Certifications

Contractor's License
#838586

OSHA 10

Affiliations

USMC

Member of Rotary
International

Trainings

LEED course study

Project Management
UCD Extension

Primavera Scheduling

Construction
Management
Professional Courses

City of Lodi
Request for Proposal
Construction Management and Construction Testing & Special Inspection Services
Lodi Access Center and Emergency Shelter Project

June 20, 2024

The City of Lodi is seeking Qualification Statements and Pricing Proposals for the furnishing of Construction Management, quality assurance testing, inspection and related laboratory services during the construction of the Lodi Access Center and Emergency Shelter Project

All pertinent information is enclosed.

Qualification Statements and RFP Pricing Proposals must be complete and submitted to:

CITY OF LODI
COMMUNITY DEVELOPMENT DEPARTMENT
ATTN: JOHN DELLA MONICA
221 WEST PINE STREET
P.O. BOX 3006
LODI, CA 95241-1910

ALL QUALIFICATION STATEMENTS AND RFP PRICING PROPOSALS MUST BE IN A SEALED ENVELOPE AND CLEARLY MARKED AS FOLLOWS:

1. LODI ACCESS CENTER QUALIFICATION STATEMENTS AND PROPOSAL FOR CONSTRUCTION MANAGEMENT AND CONSTRUCTION TESTING & SPECIAL INSPECTION SERVICES.

ALL QUALIFICATIONS AND PRICING PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M. ON FRIDAY, JULY 5, 2024 (Revised).

Proposals must be signed and dated. No telephone or telegraphic proposals will be accepted. Any proposal received after the deadline will not be considered regardless of postmark or reason for late delivery.

Sincerely,

John Della Monica
Community Development Director

Attachments

Lodi Access Center
Construction Management and Construction Testing & Special Inspection Services RFP

I. Lodi Access Center:

A. General Information

1. Designer: NJ Associates
2. Approximately 23,000 Square Feet
3. Construction cost estimate - \$9,000,000
4. Construction Duration – 301-334 Calendar Days (10-11 Months)

II. Services:

A. Construction Management:

1. Project Administration
2. Weekly meetings
3. RFI, Submittal & CO Logs
4. Pay Request Approval/processing
5. City Staff Meetings as necessary
6. Monthly Project Status Report to Public Works Director
7. Other Typical CM Activities as required

B. Construction Testing & Special Inspection Services:

1. Perform required Special Inspections and construction materials testing

III. Proposal: Breakdown by Estimate

A. CM Services:

1. Typical hourly labor rates & fees with estimated total budget

B. Construction Testing & Special Inspections Services:

1. Hourly labor rates & Testing services fees with estimated total budget
- Total Estimated contract amount including all services. Work will be billed monthly on a Time and Materials basis.

IV. Attachments:

- A. Typical City Services PSA
- B. Typical Insurance Requirements Exhibit "C"
- C. Plans – Full Set (<https://get.massive.app/01J1X2N6BTND8JAXMRGE3DZYZF?secret=ZthtkMspQEVwApKX&lang=system>)

Cost Proposal Hourly Labor Rates and Detail

Mr. Della Monica, thank you for the request for proposal and opportunity for Division 01 CMS (Construction Management Services) to provide services.

Proposal Estimate and Scope

Scope:

Services provided in "complete" accordance with and as outlined in the City of Lodi Request for Proposal dated 6/20/2024. For construction management (CM) services, Construction Testing and Special inspection and related laboratory services of the Lodi Access Center and Emergency Shelter.

Proposal – "Estimated" Total Budget: \$182,200.00

Inclusive of CM Services, Construction testing, Special inspection and laboratory services based on the information provided in the 6/20/2024 RFP.

Please note that we have provided a cost estimate sheet showing anticipated hours to identify how we have arrived at this total. The services are billed Hourly and labor rates are provided below.

Information utilized from the RFP for this proposal.

- Approximate construction cost estimate of \$9,000,000.00
- Approximately 23,000 square Feet
- NJA plan set dated 4.16.2024 "Plan Check check #1".
- Construction period **301-3034 calendar days.**

Closeout period of 30 days included in estimate. (punch list/documents & financial closeout)

Additional information.

- Division 01 CMS will contract, coordinate and manage Construction testing, inspection and laboratory services utilizing **Terracon Consultants Inc.**

Note from Terracon*- *As you review this proposal, keep in mind, the total estimated hours can be much less or exceed these estimates, due to circumstances out of Terracon's control due to manpower in welding shops, weather related events, and contractor scheduling, etc. at each phase or portion of work. Our goal though, is to always to use multi certified inspectors on site when possible, to maximize inspection efficiency, while minimizing inspection costs to our client, and to always make every effort to come in under budget and our client completely satisfied. When you're happy, we're happy.*

Potential Staffing and Key Personnel

Final Staffing will continue to adapt with the project and will include input and agreement of the City.

- **Paul Bickford, Sr Construction Manager**, will be your primary point of contact initially. This will continue until satisfactory permanent staffing needs are evaluated and the team is in place.
- **Denise Wiman, Construction Manager**
- **Miguel Viramontes, Project Engineer, Office Administrative Support.**
- **Bob Bettencourt, Construction Manager, Supervisor** will work in cadence with team from office and field as may be necessary.
- **Additional Staff, TBD** and will be dependent on the type of service needed.

Exclusions:

- Temp Facilities, Utilities, Labor, security, all of which can be separately contracted at cost plus 15%.
- Prevailing wage on Division 01 services.
 - **Prevailing wage will apply to onsite testing and inspection services.**
- Payment and performance bonds

Division 01 Construction Management hourly rate of service:

Hourly rate	Title
\$160	Sr. Construction Manager/Owner (Paul Bickford)
\$145	Construction Manager
\$130	Supervisor
\$95	Project Engineer / Office Administrator

Terracon Consulting, Inc. rates and estimated budget **attached as Exhibit B**. Services will be invoiced at **cost plus 10%**. The estimated cost is included in the proposed "estimated total budget" as noted above .

Should the need to extend services beyond this period be requested the hourly rates listed will be utilized. No additional hours without prior written authorization.



Paul Bickford
President/Sr. Construction Manager
Bickford Ventures Inc. DBA
Division 01 Construction Management Services

Exhibit B



Fee Estimate
Materials Services
Lodi Access Center
Terracon Proposal No. PNA241277

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Special Inspections and Testing						
Earthwork						
PW Group 3 -Field Engineering Technician	\$ 125.00	4.00	hours	10	40.00	\$ 5,000.00
Daily Field Report	\$ 90.00	1.00	each	10	10.00	\$ 900.00
Nuc Gauge Equip.	\$ 45.00	1.00	day	10	10.00	\$ 450.00
Sub Total						\$ 6,350.00
Concrete						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4.00	hours	6	24.00	\$ 3,240.00
Daily Field Report	\$ 90.00	1.00	each	6	6.00	\$ 540.00
Sub Total						\$ 3,780.00
Reinforcing						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4.00	hours	4	16.00	\$ 2,160.00
Daily Field Report	\$ 90.00	1.00	each	4	4.00	\$ 360.00
Sub Total						\$ 2,520.00
Masonry						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4.00	hours	2	8.00	\$ 1,080.00
Daily Field Report	\$ 90.00	1.00	each	2	2.00	\$ 180.00
Sub Total						\$ 1,260.00
Structural Steel (Welding & Bolting)						
PW Group 2 - Certified ICC/AWS Inspector	\$ 140.00	8.00	hours	8	64.00	\$ 8,960.00
Daily Field Report	\$ 90.00	1.00	each	8	8.00	\$ 720.00
Sub Total						\$ 9,680.00
Anchor Installation						
PW Group 4 - Engineering Technician	\$ 120.00	4.00	hours	2	8.00	\$ 960.00
Daily Field Report	\$ 90.00	1.00	each	2	2.00	\$ 180.00
Sub Total						\$ 1,140.00
Sample pick Up						
Engineering Technician	\$ 105.00	2.00	hours	4	8.00	\$ 840.00
Sub Total						\$ 840.00
Laboratory Services						
Modified Proctor	\$ 285.00	3.00	tests	1	3.00	\$ 855.00
Compressive Strength of 4" x 8" Cylinder	\$ 30.00	30.00	tests	1	30.00	\$ 900.00
Compressive Strength of 3x6 inch Grout Prism	\$ 45.00	6.00	tests	1	6.00	\$ 270.00
Skidmore Bolt Testing (set of 3)	\$ 295.00	1.00	each	1	1.00	\$ 295.00
Sub Total						\$ 2,320.00
Project Administration						
Project Engineer	\$ 225.00	2.00	hours	1	2.00	\$ 450.00
Project Manager	\$ 150.00	4.00	hours	1	4.00	\$ 600.00
Clerical / Admin. Support	\$ 90.00	3.00	hours	1	3.00	\$ 270.00
Sr. Admin / PW Administrator	\$ 105.00	2.00	hours	1	2.00	\$ 210.00
Pad Certification Letter	\$ 250.00	1.00	each	1	1.00	\$ 250.00
Final Letter of Compliance	\$ 350.00	1.00	each	1	1.00	\$ 350.00
Sub Total						\$ 2,130.00
Sub Total						\$ 30,020.00
Total						\$ 30,020.00

Explore with us



EXHIBIT C

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

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Other Insurance Provisions:

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

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

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.
- (l) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

RESOLUTION NO. 2024-184

A RESOLUTION AWARDING THE CONTRACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BOBO CONSTRUCTION, INC. (\$9,866,433), AND EXECUTE CHANGE ORDERS UP (\$600,000) FOR CONSTRUCTION OF THE LODI ACCESS CENTER AND EMERGENCY SHELTER (ACCESS CENTER) AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND CONSTRUCTION TESTING TO BICKFORD VENTURES, INC. A CALIFORNIA CORPORATION DOING BUSINESS AS DIVISION 1 CONSTRUCTION MANAGEMENT SERVICES (\$182,200) AND SPECIAL INSPECTION SERVICES TO TERRACON (\$30,020)

=====

WHEREAS, the City of Lodi City Council approved 710 N. Sacramento Street Lodi, CA 95240 as the location for the Access Center on October 6, 2021 per Resolution No. 2021-273; and

WHEREAS, the City is developing a permanent Access Center Emergency Shelter; and

WHEREAS, on January 16, 2024 a new value engineered design was presented to City Council and updated plans have been submitted for permitting and final approvals; and

WHEREAS, staff released the request for proposals on June 20, 2024, and responses were due July 5, 2024, for Construction Management Services; and

WHEREAS, two responses were received with Bickford Ventures, Inc. a California Corporation Doing Business as Division 1 Construction Management Services was the lowest qualified response;

WHEREAS, staff released the request for proposals on October 16, 2024, and responses were due November 13, 2024, for General Contractor Services; and

WHEREAS, seven responses were received to the General Contractor Services with Bobo Construction, Inc. being the lowest qualified response.

WHEREAS, Per the obligation interim final rule and as defined 31 CFR 35.3, the City of Lodi has obligated \$2.8 million as a similar transaction that requires payment for the first year of operations of the Access Center as encumbered through Council resolution #2023-204 and the ARPA-22001.Contracts Capital Improvement Project appropriations and approved FY2024-25 Budget action; and

WHEREAS, Per the obligation interim final rule and as defined 31 CFR 35.3, the City of Lodi has obligated \$600,000 in change orders to Bobo Construction, Inc. for the construction of the Access Center per this Council Action and \$500,000 for Access Center for other terms and conditions to which the City will become subject as a result of receiving or expending funds and as a similar transaction that requires payment as encumbered through the ARPA-22001.Contracts Capital Improvement Project appropriations and approved FY2024-25 Budget action.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby adopt a resolution awarding the contract and authorizing the City Manager to execute an agreement with Bobo Construction, Inc. (\$9,866,433), and execute change orders up to (\$600,000) for construction of The Lodi Access Center and Emergency Shelter (Access Center) and execute a professional services agreement for construction management and construction testing to Bickford Ventures, Inc. a California corporation doing business as Division 1 Construction Management Services (\$182,200) and Special Inspection Services to Terracon (\$30,020); 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: November 19, 2024

=====

I hereby certify that Resolution No. 2024-184 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 19, 2024, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Yopez

ABSTAIN: COUNCIL MEMBERS – None


Olivia Nashed
City Clerk

2024-184

BICKFORD HARRISON BICKFORD
(403 2000)

Business Search

▼ The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search

State



Request Certificate

Initial Filing Date	04/06/2017
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	221 W OAK STREET LODI, CA 95240
Mailing Address	PO BOX 1144 LODI, CA 95241
Statement of Info Due Date	04/30/2025
Agent	Individual PAUL HARRISON BICKFORD 17830 HILLSIDE DR LODI, CA 95240



View History



Request Access

Business UCC

entities (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record

State

100 HARRISON BICKFORD, LLC
(407) 333-3333



Request Certificate

Initial Filing Date	04/06/2017
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	221 W OAK STREET LODI, CA 95240
Mailing Address	PO BOX 1144 LODI, CA 95241
Statement of Info Due Date	04/30/2025
Agent	Individual PAUL HARRISON BICKFORD 17830 HILLSIDE DR LODI, CA 95240



View History



Request Access

Business UCC

database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2)select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

SEARCH RESULTS FOR BICKFORD VENTURES, INC. (4422885)



Request Certificate

Initial Filing Date	04/06/2017
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	221 W OAK STREET LODI, CA 95240
Mailing Address	PO BOX 1144 LODI, CA 95241
Statement of Info Due Date	04/30/2025
Agent	Individual PAUL HARRISON BICKFORD 17830 HILLSIDE DR LODI, CA 95240

bickford ven

Advanced

Results: 1

Entity Information	Initial Filing Date
BICKFORD VENTURES, INC. (4422885)	04/06/2017



View History



Request Access



August 9th, 2025

City of Lodi

Attn: Jennifer Rhyne C/O John Della Monica

221 W. Pine St. Lodi Ca

RE: Lodi Access Center - Construction Management Services

Subject: **Contract Amendment (time and cost extension)**

Dear Jennifer,

During construction at the Lodi Access Center, unforeseen conditions have resulted in changes and additional scope for the General Contractor, Bobo Construction. These changes have extended the project schedule several months beyond the original completion date, which remains undetermined as we are still evaluating the scope, associated costs, and overall duration of the impacts. This has in turn extended the need for Division 01's Construction Management services.

As discussed and requested by the City, Division 01 is seeking a contract amendment in the amount of **\$50,000.00**. This figure, provided by the City as a provisional budget, reflects our best current understanding of the remaining effort required and may also need to cover additional costs associated with Terracon testing services originally included in our budget. All services will continue to be billed at the hourly rates established in our existing agreement (attached in response email)

Given the evolving nature of these changes, this amendment is intended to provide the necessary resources to address project needs as they arise. We will continue to monitor and track all costs and time impacts and will coordinate with the city should further adjustments be required.

Please let me know if you need any additional information or supporting documentation to process this request.

Sincerely,

A handwritten signature in black ink that reads "Paul H. Bickford". The signature is written in a cursive, flowing style.

Paul H. Bickford

President – Owner

Mailing Address: 221 W. Oak St. Suite B. Lodi CA 95240

Mobile: (209) 224-7040

Paul@division01cms.com

Legal Structure: Bickford Ventures, Inc is DBA Division 01 Construction Management Services.

EIN # 82-176285

AMENDMENT NO. 1

TERRACON CONSULTANTS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on December 11, 2024, ("Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, CONTRACTOR and CITY now desire to expand the scope of services to include Special Inspections and Testing Services as outlined in Exhibit 2 in an amount not to exceed \$100,000, for a total Agreement amount not to exceed \$130,020; and
3. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement to November 30, 2026; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

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

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

CITY OF LODI, a municipal corporation

TERRACON CONSULTANTS, INC.,
a Delaware corporation qualified to do business in
California

JAMES LINDSAY
Acting City Manager

By: TROY M. SCHEISS, P.E.
Title: Office Manager, Principal

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on December 11, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TERRACON CONSULTANTS, INC., a Delaware corporation qualified to do business in California (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Construction Materials Testing and Special Inspection Services for the Access Center Project (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 December 1, 2024 and terminates upon the completion of the Scope of Services or on November 30, 2025, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional One year extension(s); 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 two 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 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: John R. Della Monica, Jr.

To CONTRACTOR: Terracon Consultants, Inc.
902 Industrial Way
Lodi, CA 95240
Attn: Troy M. Schiess, P.E.

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



SCOTT R. CARNEY
City Manager

APPROVED AS TO FORM:

TERRACON CONSULTANTS, INC.,
a Delaware corporation qualified to do
business in California

By: 

KATIE O. LUCCHESI
City Attorney

By: 

Troy Schiess (Nov 20, 2024 15:36 PST)
Name: TROY M. SCHIESS, P.E.
Title: Office Manager, Principal

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

Funding Source: ARPA-22001.Contracts.County
(Business Unit & Account No.)

Doc ID:

CA: Rev.07.2024-VS (CA Formatted)

Lodi Access Center PSA Terracon - initialed combined

Final Audit Report

2024-11-20

Created:	2024-11-20
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA33HzGFRaOhBnxXiH0Vg9w1nO7gwyYYRx

"Lodi Access Center PSA Terracon - initialed combined" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2024-11-20 - 7:53:22 PM GMT
-  Document emailed to Troy Schiess (troy.schiess@terracon.com) for signature
2024-11-20 - 7:54:23 PM GMT
-  Email viewed by Troy Schiess (troy.schiess@terracon.com)
2024-11-20 - 11:35:48 PM GMT
-  Document e-signed by Troy Schiess (troy.schiess@terracon.com)
Signature Date: 2024-11-20 - 11:36:25 PM GMT - Time Source: server
-  Agreement completed.
2024-11-20 - 11:36:25 PM GMT



September 19, 2024

City of Lodi
221 W. Pine Street, Ste. #1
Lodi, CA 95240

Attn: John R. Della Monica
(209) 333-6711
Jdellamonica@Lodi.gov

Re: Proposal for Materials Testing & Special Inspection Services
Lodi Access Center
710 Sacramento Street
Lodi, CA 95240
Terracon Proposal No. PNA241277

Dear Mr. Della Monica:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing and special inspection services for the Lodi Access Center project. Our proposal includes an outline of the project information, our proposed scope of services, estimated quantities, unit rates, and a total estimated fee for our services.

1.0 CAPABILITIES AND EXPERIENCE

Construction Materials Testing & Special Inspection Services

Our team of inspectors and technicians are experienced with providing materials testing, special inspections and/or observations of concrete, soils, aggregate, masonry, structural steel, foundations, fireproofing, and asphalt pavement in the local area and are familiar with the recognized building jurisdiction requirements.

Laboratory Capabilities

Our laboratory is accredited by AASHTO which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, Portland Cement Concrete, and Hot Mix Asphalt. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO and the Concrete and Cement Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by the

- Accredited by American Association of State Highway Transportation (AASHTO re:source)
- Inspected by Concrete and Cement Reference Laboratory (CCRL)
- Validated by United States Army Corps of Engineers (USACE)
- Validated by Department of State Architect (DSA)
- Caltrans Certified

Explore with us

American Concrete Institute (ACI), National Institute for Certification in Engineering Technologies (NICET), American Welding Society (AWS), and the International Code Council (ICC). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

2.0 PROJECT INFORMATION

Our understanding of the required construction materials testing and special inspection services for this project is based upon the following information:

- Architectural Sheets by NJA Architecture dated 6/27/2023;
- Civil Sheets by MCR Engineering dated 5/25/2023;
- Structural Sheets by Mozaffari Engineering dated 6/27/2023;

Pertinent project information is summarized below:

Item	Description
Location	710 Sacramento Street in Lodi, CA 95240
Size	The site encompasses a gross area of approximately 1 acre.
Project Description	We understand the project consists of the remodel and alterations of an existing building with a footprint of approximately 23,200 SQ FT. New interior, new exterior construction, voluntary structural upgrades, energy compliance, and an outdoor patio area.
Geotechnical Investigation	Geotechnical Engineering Report not provided for this project.
Site Improvements	Additional site improvements include, bathrooms, kitchen, housing, offices, lobby, utility improvements, hardscape and landscaping.

3.0 SCOPE OF SERVICES

Terracon proposes to provide materials testing and special inspection services as summarized below:

Item	Description
Earthwork	Terracon will obtain samples for laboratory tests, perform in-place field density testing and perform periodic or full-time observations for foundation backfill, slab subgrade, select fill, utility backfill, wall backfill, and pavement subgrade and base course.
Foundations	Terracon will observe construction of shallow foundations. Terracon will perform the following: <ul style="list-style-type: none"> ■ Observe installation of the foundations to verify conformance with the specifications; Other pertinent data can be detailed during the pre-construction specification and review meeting, if requested; ■ Notify the contractor's representative of anomalies, or deviations from the specifications.
Concrete Formwork and Reinforcing Steel	Prior to concrete placement, formwork and reinforcing steel for foundations and slabs, and other structural elements will be observed by Terracon. Our observations will include the following: <ul style="list-style-type: none"> ■ Formwork dimensions; ■ Reinforcing steel size, grade, spacing, cover, position, splices, condition, and supports; and ■ Installation of embeds.
Concrete	During concrete placements, observation, sampling and testing will be performed by Terracon for the concrete used for foundations, slabs, and other elements. The concrete will be sampled and tested for slump and temperature at the time of placement. Testing will be performed in general accordance with project plans and specifications. <ul style="list-style-type: none"> ■ Verification of approved design mix; ■ Provide observations of placement procedures, consolidation, and curing and protection; and ■ Cast 1 set of 5 (4-inch by 8-inch) cylinders for each 150 cubic yards or fraction thereof.

Item	Description
Masonry	Terracon will observe the placement of masonry units and reinforcing steel, observe grout spaces, and provide continuous observation during grouting. <ul style="list-style-type: none"> ■ 1 set of 3 grout compressive strength samples will be obtained for each 5,000 square feet of wall constructed. ■ 1 set of 3 CMU Prisms or CMU units for compressive strength testing will be obtained for each 5,000 square feet of wall constructed.
Structural Steel	Terracon will perform observations as required for field welded and high strength bolting connections. Terracon has assumed that the steel fabrication will be performed by an "approved" fabricator. Fabrication shop observations can be provided if requested. Fabrication shop observations are considered an additional scope of service and will be invoiced on a time and materials basis if needed.
Post-Installed Anchors	Terracon will observe and document the post installation of bolts, rebar, threaded rod, and other anchorage systems including observations of materials, hole depth and diameter, cleaning, epoxy preparation, and embedment depth in accordance with contract drawings and the manufacturer's specifications.
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations. To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

Commitment to Timely Report Turnaround:

We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day;
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing;
- Final reports without non-conformances will be provided within five business days;
- Final laboratory test reports will be provided within two days of test completion.

Terracon Field Representative: In addition to the above services, our field personnel will provide the following services during their visit:

- Check in with the project general superintendent upon arrival on-site;
- Confirm that current approved construction documents are available during our visit;
- Notify the general contractor of our field observations and test results prior to leaving the site;
- Submit a written draft report to the Terracon project manager for review;
- Our field personnel have the right to decline work if they believe the conditions are not safe.

Scheduling of Services: We understand that the client may not be involved with scheduling our services; this is typically the responsibility of the general contractor. We request that the following information be passed on to whom will be responsible for scheduling our services.

- Scheduling testing services must be requested no later than 12:00 pm on the business day preceding the work;
- For structural steel testing and observations, we request 72 hours' notice;
- Scheduling is performed through our dispatcher by directly emailing our dispatcher at noa-scheduling@terracon.com or calling the dispatch direct line at (209) 263-0593;
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project. Failure to do so will result in a cancellation fee;
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project;
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed;

4.0 COMPENSATION

Based on the project information available for our review, our time and materials estimated budget to perform the proposed scope of services is **\$30,020.00**. A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate. Fees for services provided will be based on the unit rates shown in that exhibit. Please note that this is only a budget estimate and not a not-to-exceed price. Any additional out of scope items will be performed within accordance with our current fee schedule.

Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you and providing a

summary of work performed to date and remaining work. We will track the costs of re-testing, stand-by time, and cancellations separately.

5.0 ASSUMPTIONS

- The project is subject to California Prevailing Wage law;
- Our fees for trips to the site will be charged portal to portal;
- This project is located approximately 2 miles from our closest office with a laboratory (Lodi). Typical travel time is 10 minutes, each way.
- Time will be charged in 2 hour increments for earthwork/asphalt observations, and 4 and 8-hour increments for special inspection ACI/ICC/CWI observations, with a 2-hour minimum charge to all on-site hourly unit rates;
- Time worked on-site in excess of 8 hours per day and Saturdays will be charged at 1.5 times the hourly rate. Time worked on Holidays, Sundays and for Saturdays after 8 hours, or weekdays after 12 hours will be charged at 2 times the hourly rate.;
- We have assumed that contractors on the site will work a single shift, typical schedule of 5 days per week;
- Terracon's services specifically exclude job site safety responsibility;
- Our services do not relieve any contractor/subcontractor from complying with project plans and specifications; and,
- Invoices for the project will be submitted on a bi-monthly basis. Requirements relative to invoicing must be provided prior to the start of work so that payments to Terracon can be made in the appropriate time frames discussed below.

6.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services (AFS). Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received. This proposal is valid only if authorized within 45 days from the proposal date.

Proposal for Construction Materials Testing & Special Inspection Services

Lodi Access Center ■ Lodi, California

Septmeber 19, 2024 ■ Proposal No. PNA241277



We appreciate the opportunity to provide this proposal and look forward to working with you. Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,

TERRACON CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Troy M Schiess'.

Troy M Schiess, P.E.
Principal
Office Manager

A handwritten signature in black ink, appearing to read 'George Ogas'.

George Ogas
Project Manager
Group Manager

Copies to: John R. Della Monica (jdellamonica@lodi.gov)

Attachments: Fee Estimate
Agreement for Services



Fee Estimate
Materials Services
Lodi Access Center
Terracon Proposal No. PNA241277

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Special inspections and Testing						
Earthwork						
PW Group 3 -Field Engineering Technician	\$ 125.00	4.00	hours	10	40.00	\$ 5,000.00
Daily Field Report	\$ 90.00	1.00	each	10	10.00	\$ 900.00
Nuc Gauge Equip.	\$ 45.00	1.00	day	10	10.00	\$ 450.00
Sub Total						\$ 6,350.00
Concrete						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4.00	hours	6	24.00	\$ 3,240.00
Daily Field Report	\$ 90.00	1.00	each	6	6.00	\$ 540.00
Sub Total						\$ 3,780.00
Reinforcing						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4.00	hours	4	16.00	\$ 2,160.00
Daily Field Report	\$ 90.00	1.00	each	4	4.00	\$ 360.00
Sub Total						\$ 2,520.00
Masonry						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4.00	hours	2	8.00	\$ 1,080.00
Daily Field Report	\$ 90.00	1.00	each	2	2.00	\$ 180.00
Sub Total						\$ 1,260.00
Structural Steel (Welding & Bolting)						
PW Group 2 - Certified ICC/AWS Inspector	\$ 140.00	8.00	hours	8	64.00	\$ 8,960.00
Daily Field Report	\$ 90.00	1.00	each	8	8.00	\$ 720.00
Sub Total						\$ 9,680.00
Anchor Installation						
PW Group 4 - Engineering Technician	\$ 120.00	4.00	hours	2	8.00	\$ 960.00
Daily Field Report	\$ 90.00	1.00	each	2	2.00	\$ 180.00
Sub Total						\$ 1,140.00
Sample pick Up						
Engineering Technician	\$ 105.00	2.00	hours	4	8.00	\$ 840.00
Sub Total						\$ 840.00
Laboratory Services						
Modified Proctor	\$ 285.00	3.00	tests	1	3.00	\$ 855.00
Compressive Strength of 4" x 8" Cylinder	\$ 30.00	30.00	tests	1	30.00	\$ 900.00
Compressive Strength of 3x6 inch Grout Prism	\$ 45.00	6.00	tests	1	6.00	\$ 270.00
Skidmore Bolt Testing (set of 3)	\$ 295.00	1.00	each	1	1.00	\$ 295.00
Sub Total						\$ 2,320.00
Project Administration						
Project Engineer	\$ 225.00	2.00	hours	1	2.00	\$ 450.00
Project Manager	\$ 150.00	4.00	hours	1	4.00	\$ 600.00
Clerical / Admin. Support	\$ 90.00	3.00	hours	1	3.00	\$ 270.00
Sr. Admin / PW Administrator	\$ 105.00	2.00	hours	1	2.00	\$ 210.00
Pad Certification Letter	\$ 250.00	1.00	each	1	1.00	\$ 250.00
Final Letter of Compliance	\$ 350.00	1.00	each	1	1.00	\$ 350.00
Sub Total						\$ 2,130.00
Sub Total						\$ 30,020.00
Total						\$ 30,020.00



EXHIBIT C

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

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
 - (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer
- NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
 - (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

From: Mikacich, Tony P <Tony.Mikacich@terracon.com>
Sent: Monday, July 14, 2025 4:44 PM
To: Denise Wiman <denise@division01cms.com>
Cc: Juels, Cheryl L. <Cheryl.Juels@terracon.com>; Schiess, Troy M. <Troy.Schiess@terracon.com>; Paul Bickford <paul@division01cms.com>; Kim Venhuizen <kim@division01cms.com>
Subject: RE: Lodi Access Center - Cost for soil testing

Good afternoon Denise,

Please see the summary of environmental tasks and estimated costs for the Lodi Access Center associated with the oil-water separator and sewer manhole cleanout, and impacted soil discovered inside the building sub-slab.

- **Task 1 and 2: Oil-Water Separator (OWS) sampling, testing, clean-out, rinsing, contents disposal, reporting, and project management/communications. (Estimated total cost to date = \$18,050)**
 - Sub-Task 1 – Collect liquid samples and summary report - \$1,950
 - Sub-Task 2 – Pump, Rinse, and Dispose of liquid contents - \$12,600
- **Task 1 and 2 Change Order #1: Sewer Manhole sampling, testing, clean-out, rinsing, contents disposal, reporting. (Estimated Cost - \$3,500)**
 - Change Order #1 – Sample Sewer/Manhole, pump contents, rinse, and dispose contents – Range provided in email was \$2,500-\$4,500. Estimated cost - \$3,500.
- **Task 3: Stockpile soil sampling and testing for Off-haul (Inside building sub-slab). (Estimated total costs = \$9,500)**
 - Sub-Task 1 - Initial site visit (6/6/25) and soil sampling of stockpile generated from Area 1, and bottom trench sampling in Area 1; including samples SP1-1 through SP1-4 (stockpile) and SB1-1 through SB4-1 (bottom trench samples in Area 1). - \$9,500 (estimate).
- **Task 4: Additional In-place Soil Sampling, testing, reporting, and project management and communications (Inside building sub-slab). (Estimated total costs = \$6,500)**
 - Sub-Task 1 - Site visit (6/18/25) for soil sampling in Areas 2, 3, and 4; including samples; SB5-1 – SB8-1, SB9-1 – SB11-1, and SB12-1 – SB14-1, and associated summary reporting and management. Estimated cost – \$6,500.
- **Task 5: Preparation of Soil Management Plan (SMP) and Environmental Health and Safety Plan (EHASP), project management/communications. (Estimated total costs – \$10,000)**
 - Sub-Task 1 – Preparation of SMP - \$5,500
 - Sub-Task 2 – Preparation of EHASP - \$4,500

- **Task 6: Tentative - SMP and EHASP Oversight and Air Monitoring (Estimated total costs - \$25,000)**
- **Task 7: Tentative - Additional Stockpile Characterization Sampling for Final Disposal (Estimated total costs - \$9,500)**

Total estimated costs to date for Task 1 through Task 5 - \$47,550

Total (rough) estimated costs for future proposed Task 6 and 7 - \$34,500

Please let us know if you have any questions or require further details.

Regards,

Tony P. Mikacich, PG, QSD, CEM
Senior Project Manager | Environmental Services



902 Industrial Way | Lodi, CA 95240

P (209) 294.7027 | M (916) 709.6450

tony.mikacich@terracon.com | terracon.com

Terracon provides environmental, geotechnical, materials and facilities consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

Add for Special Inspections \$17,950

TOTAL NOT TO EXCEED \$100,000

AMENDMENT NO. 6

NJ ASSOCIATES, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES is made and effective this _____ day of _____, 2025 ("Amendment No. 6"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and NJ ASSOCIATES, INC., a California corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on December 23, 2021, Amendment No. 1 on November 11, 2022, Amendment No. 2 on May 22, 2023, Amendment No. 3 on July 6, 2023, Amendment No. 4 on January 16, 2025, and Amendment No. 5 on August 14, 2025 (collectively the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, CONTRACTOR and CITY now desire to expand the scope of services to include additional architectural services and construction administration and add fees in an amount not to exceed \$50,000, for a total Agreement amount not to exceed \$1,371,430 as outlined in Exhibit 2, attached hereto and made a part hereof; and
3. WHEREAS, CONTRACTOR agrees to said amendments.

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

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 6 on the date and year first above written.

CITY OF LODI, a municipal corporation

NJ ASSOCIATES, INC., a California corporation

JAMES LINDSAY
Acting City Manager

By: JOHN A. VIERRA
Title: Owner / Architect

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

for _____
KATIE O. LUCCHESI
City Attorney 

AMENDMENT NO. 5

NJ ASSOCIATES, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES is made and effective this 14 day of August, 2025 ("Amendment No. 5"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and NJ ASSOCIATES, INC., a California corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on December 23, 2021, Amendment No. 1 on November 11, 2022, Amendment No. 2 on May 22, 2023, Amendment No. 3 on July 6, 2023, and Amendment No. 4 on January 16, 2025 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof; and
2. WHEREAS, CONTRACTOR and CITY now desire to expand the scope of services to include additional architectural services and construction administration as outlined in Attachment A in an amount not to exceed \$86,430, for a total Agreement amount not to exceed \$1,321,430; and
3. WHEREAS, CONTRACTOR agrees to said Amendment.

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

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

CITY OF LODI, a municipal corporation

NJ ASSOCIATES, INC., a California corporation

James Lindsay

JAMES LINDSAY
Acting City Manager



By: JOHN A. VIERRA
Title: Owner / Architect

Attest:

Olivia Nashed

OLIVIA NASHED
City Clerk

Approved as to Form:



KATIE O. LUCCHESI
City Attorney

fbv

AMENDMENT NO. 4

NJ ASSOCIATES, INC.

THIS AMENDMENT No. 4 to the Agreement for Professional Services is made and effective this 16th day of January, 2024⁵ ("Amendment No. 4"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and NJ ASSOCIATES, INC., a California Corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

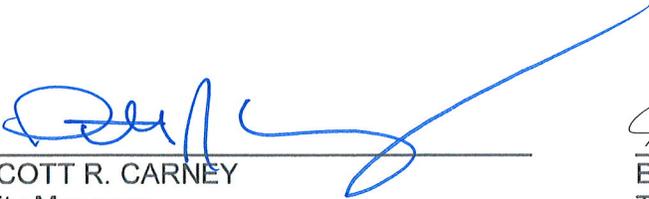
1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for architectural services on December 23, 2021, Amendment No. 1 on November 11, 2022, Amendment No. 2 on May 22, 2023, and Amendment No. 3 on July 6, 2023 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to expand the Agreement scope of services to include additional architectural services and construction administration as outlined in Attachment B in an amount not to exceed \$160,000, for a total Agreement amount not to exceed \$1,235,000; and
3. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement to June 30, 2026; and
4. WHEREAS, all other terms and conditions of the Agreement remain unchanged.

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. 4 on the date and year first above written.

CITY OF LODI, a municipal corporation

NJ ASSOCIATES, INC., a California corporation

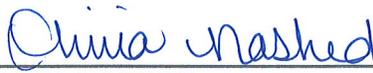


 SCOTT R. CARNEY
 City Manager



 By: JOHN A. VIERRA
 Title: Owner / Architect

Attest:



 OLIVIA NASHED
 City Clerk

Approved as to Form:



 KATIE O. LUCCHESI
 City Attorney JK for Katie Lucchesi

NJA Amend No.4_combined_initialed

Final Audit Report

2025-01-06

Created:	2025-01-06
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE_bDUtJZhnHW31g6vaVnaJC0Ary34jx-

"NJ A Amend No.4_combined_initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2025-01-06 - 11:27:08 PM GMT
-  Document emailed to John Vierra (john@njaarchitecture.com) for signature
2025-01-06 - 11:27:34 PM GMT
-  Email viewed by John Vierra (john@njaarchitecture.com)
2025-01-06 - 11:36:31 PM GMT
-  Document e-signed by John Vierra (john@njaarchitecture.com)
Signature Date: 2025-01-06 - 11:37:03 PM GMT - Time Source: server
-  Agreement completed.
2025-01-06 - 11:37:03 PM GMT

CONTRACT AMENDMENT No. 3

NJ Associates, Inc.

THIS CONTRACT AMENDMENT No. 3 is made and effective this 6th day of ~~June~~ July, 2023, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and NJ Associates, Inc., a California Corporation, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into an Agreement for Professional Services on December 23, 2021, Amendment No. 1 on November 11, 2022, and Amendment No. 2 on May 22, 2023 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to expand the scope of services to include an affordable housing project as outlined in Attachment A in an amount not to exceed \$95,000, for a total amount not to exceed of \$1,075,000 over the term of the Agreement.
2. TERMS AND CONDITIONS: All other terms and conditions of the Agreement except as set forth above, will remain unchanged.

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.

CITY OF LODI, a municipal corporation

CONTRACTOR


John Vierra (Jun 26, 2023 14:12 PDT)

STEPHEN SCHWABAUER
City Manager

NJ ASSOCIATES, INC.,
a California Corporation

Attest:

By: JOHN A. VIERRA

Title: Owner/Architect



OLIVIA NASHED
City Clerk

Approved as to Form:



JANICE D. MAGDICH
City Attorney

NJA_Amendment No. 3_CA initialed

Final Audit Report

2023-06-26

Created:	2023-06-26
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACAzwS7Ru_Umv363GWG8Tyh9IGazcsSE

"NJ_Amendment No. 3_CA initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2023-06-26 - 9:05:38 PM GMT
-  Document emailed to John Vierra (john@njaarchitecture.com) for signature
2023-06-26 - 9:06:08 PM GMT
-  Email viewed by John Vierra (john@njaarchitecture.com)
2023-06-26 - 9:12:15 PM GMT
-  Document e-signed by John Vierra (john@njaarchitecture.com)
Signature Date: 2023-06-26 - 9:12:27 PM GMT - Time Source: server
-  Agreement completed.
2023-06-26 - 9:12:27 PM GMT

22 SOUTH MAIN

SERVICES AGREEMENT



01 ARCHITECTURAL SERVICES

DATE	May 25th, 2023
CLIENT	City of Lodi 221 W Pine Street Lodi Ca 95240
PROJECT	Star Hotel
LOCATION	22 S Main Street Lodi Ca 95240
SERVICE PROVIDER	NJ Associates, Inc. DBA (NJA & NJA Architecture) Licensed Architect John Vierra (License No. C35199) Licensed Architect Nick Seward (License No. C38947)

1.1 PROJECT SCOPE

- Tenant Improvements
 - (N) 2 Story Elevator
 - (N) Storefront entry
 - (N) Entry lobby
 - Remodel of existing stair landing
 - (N) Common area with sink, appliance counter top, cabinets, and vending machine
 - (N) 4 Shower stalls meeting ADA requirements
 - Abandon (4) existing showers to create (4) single use restrooms only
 - Satisfying minimum percentage ADA requirements for sleeping units
 - (N) Mechanical distribution to newly program areas

1.2 TASK #1: SCHEMATIC DESIGN

- (2) Client meetings to review and discuss design
- Verify existing building conditions
- Floor plan & elevations
- Our proposal includes a maximum of two (2) revisions for this Task

1.3 TASK #2: DESIGN DEVELOPMENT

- (2) Client meetings to review and discuss design
- Develop floor plan in accordance with the necessary code requirements
- Develop exterior elevations

01 ARCHITECTURAL SERVICES

- Coordination with the following design consultants: structural, mechanical, plumbing and electrical
- Our proposal includes a maximum of two (1) revision for this Task

1.4 TASK #3: CONSTRUCTION DOCUMENTS

- (2) Client meetings to review the construction documents
- Cover sheet with project information, code analysis, vicinity map & general notes
- Architectural plans to include:
 - Site plan
 - Floor plans
 - Reflected ceiling plan
 - Roof plan (if needed)
 - West exterior elevation
 - Building and wall sections as required
 - Door, window and finish scheduled
 - Architectural details as required
 - Life safety plan
 - Accessibility requirements and details
 - Signage requirements and details
 - Calgreen required measures
 - Outline sheet specifications
- Structural plans, details and calculations as required
- Mechanical plans, details and calculations as required
- Plumbing plans, details and calculations as required
- Electrical plans, details and calculations as required
- Title 24 energy calculations
- Plan check revisions as required
- Budget estimate (1 time)

1.5 TASK #4: BIDDING & NEGOTIATION

- Bidding and negotiation will be provided and billed on a T&M basis
- Prepare bidding documents with client
- RFI responses
- Prepare and issue Addendum's to the Construction Documents as required

01 ARCHITECTURAL SERVICES

1.6 TASK #5: CONSTRUCTION ADMINISTRATION

- Construction administration will be provided and billed on a T&M basis
- Submittal reviews
- RFI responses
- Prepare and issue ASI's as required
- Site visits as required

1.7 ARCHITECTURAL SERVICES NOT PROVIDED

- Changes in the project's program defined in 1.1 Project Scope
- Fire sprinkler plan / fire alarm (to be provided by design-build subcontractor during construction)
- Geotechnical or any Survey (if required)
- Civil Engineering
- Landscape Architecture
- Hazardous material reports and abatement if necessary
- Joint trench design
- Solar design and engineering
- EV charging stations and engineering
- Signage design and signage permit
- Furniture and equipment design and engineering
- Public water service design & engineering
- Any governmental fees required by this work
- Full cost breakdown of construction
- NJA cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.

02 FEE SCHEDULE

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED	
TASK #1: SCHEMATIC DESIGN	
- ARCHITECTURAL	\$8,000
- STRUCTURAL	\$1,500
- MECHANICAL & PLUMBING	\$2,800
- ELECTRICAL	<u>\$1,600</u>
	\$13,900
TASK #2: DESIGN DEVELOPMENT	
- ARCHITECTURAL	\$12,000
- STRUCTURAL	\$2,250
- MECHANICAL & PLUMBING	\$4,200
- ELECTRICAL	<u>\$2,400</u>
	\$20,850
TASK #3: CONSTRUCTION DOCUMENTS	
- ARCHITECTURAL	\$18,000
- STRUCTURAL	\$4,375
- MECHANICAL & PLUMBING	\$6,300
- ELECTRICAL	<u>\$3,600</u>
	\$32,275
TOTAL FOR ABOVE SERVICES	\$67,025
TASK #4: BIDDING & NEGOTIATION (BILLED HOURLY)	\$10,000 (ALLOWANCE)
TASK #5: CONSTRUCTION ADMINISTRATION (BILLED HOURLY)	\$15,000 (ALLOWANCE)

02 FEE SCHEDULE

2.2 PAYMENT SCHEDULE

Balance will be invoiced monthly on progress to date

Final drawings will be issued to Client upon receipt of payment of remaining balance

2.3 ADDITIONAL SERVICES

At the request of Client, NJA shall provide additional services not included in the Architectural Services specified above. Additional services shall be provided on an hourly basis in accordance with the following hourly rate, and shall be billed on a monthly basis:

Principal/Owner	\$210/hour
Senior Project Designer/Manager	\$195/hour
Project Architect/Manager	\$175/hour
Project Designer	\$155/hour
Architectural Staff Level 2	\$110/hour
Architectural Staff Level 1	\$90/hour
Admin Staff	\$75/hour

Note: Amendments to Article 2.2 Payment Schedule will be updated at the time of approved additional services if any.

02 FEE SCHEDULE

2.4 REIMBURSABLE EXPENSES

NJA shall be compensated for reimbursable expenses such as reproductions and postage.

24 x 36 Black & White	\$5.00 ea.
8.5 x 11 Color	\$0.50 ea.
8.5 x 11 Black & White	\$0.25 ea.
12 x 18 Color	\$2.00 ea.
12 x 18 Black & White	\$1.00 ea.
11 x 17 Color	\$1.00 ea.
11 x 17 Black & White	\$0.75 ea.

Client Meetings: A total of **(6)** client meeting(s) (and/or site visits) are included in the flat fee. Any meeting or site visit exceeding the amount specified will be billed a minimum of 1 hour at an hourly rate per Article 2.3 Additional Services.

Any invoice amounts disputed in good faith by Client and the reasons therefore will be reported to NJA within five (5) calendar days after receipt of the applicable invoice, and Client and NJA agree to work diligently to resolve the dispute within ten (10) calendar days of NJA's receipt of the notice of dispute from Client.

Payments are due and payable within (30) calendar days of Client's receipt of NJA's invoice. Undisputed amounts unpaid (30) calendar days after the invoice date shall bear interest from the date payments are due at a rate of 10% per annum (.833% per month), or the maximum amount allowed by applicable law.

CONTRACT AMENDMENT No. 2

NJ Associates, Inc.

THIS CONTRACT AMENDMENT No. 2 is made and effective this 22nd day of May ^{BF}~~April~~, 2023, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and NJ Associates, Inc., a California Corporation, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into an Agreement for Professional Services on December 23, 2021 and Amendment No. 1 on November 11, 2022 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to expand the scope of services to include all phases of work for the project as outlined in Attachment A in an amount not to exceed \$225,000, for a total amount not to exceed of \$980,000 over the term of the Agreement.
2. EXTENSION TERM: Contractor and City enacted the Option to Extend Term of Agreement and extend the Term limit to December 31, 2023. Contractor and City now desire to extend the Term limit to December 31, 2024 to allow adequate time to complete the buildout of the project.
3. TERMS AND CONDITIONS: All other terms and conditions of the Agreement except as set forth above, will remain unchanged.

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.

CITY OF LODI, a municipal corporation



STEPHEN SCHWABAUER
City Manager

Attest:

for: Pamela M. Jarvis
OLIVIA NASHED
City Clerk

Approved as to Form:

Kate Machesi for
JANICE D. MAGDICH
City Attorney

CONTRACTOR


John Vierra (May 18, 2023 16:39 PDT)

NJ ASSOCIATES, INC.,
a California Corporation

By: JOHN A. VIERRA

Title: Owner/Architect



NJA
ARCHITECTURE

REGARDING Additional Service #1

DATE February 28, 2023

CLIENT City of Lodi
221 W Pine Street
Lodi CA 95240

PROJECT Lodi Access Center Construction Documents

SERVICE NJ Associates, Inc. DBA (NJ Architecture & NJA)

PROVIDER Licensed Architect John Vierra (License No. C35199)
Licensed Architect Nick Seward (License No. C38947)

Amendment to original Service Agreement, made and entered into on September 19th, 2022 by and between the client listed above and NJA Architecture.

NJA shall provide additional services based on the project scope listed below.

1.1 PROJECT SCOPE

Expanded phases

1. **Phase 1.3 & 1.4:** Inner Courtyard & South Lawn Area
 - Private Residence outdoor seating, herb garden, and bicycle parking (shown as 1, in exhibit C)
 - Outdoor dog enclosure (shown as 2, in exhibit C)
 - Outdoor green space (shown as 3, in exhibit C)
 - Stormwater quality requirements
 - Site lighting & power requirements
2. **Phase 2:** 3,000 SF Education Center (warm shell)
 - Prefab metal building
 - (4) education classrooms
 - (2) single use restrooms
 - New electrical service
 - Mechanical units

Additional Services

4. Convert Warming Kitchen to Commercial Kitchen
 - Full service kitchen with walk-in cold and freezer storage, pantry storage, full cook line, prep area, and dish washing area
 - New grease interceptor

5. Outside security consultant for entire 22,500 Access Center & site exterior
 - The security design scope will focus on controlling access to the building entries and video monitoring of the facility. The systems will include video surveillance, video intercom, access control, and intrusion monitoring.
 - Access control system
 - IP-based video surveillance system (closed-circuit television)
 - Intrusion detection system
 - Entry video intercom system
 - Emergency exit door monitoring
6. Off-site improvement drawings
 - Civil frontage improvement drawings - showing new sidewalk improvements. Objective is to keep the existing curb/gutter, but may need replacement if required by public works. Scope includes full sidewalk replacement. Prior scope was patch & replace at driveway locations.

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED	CD AGREEMENT	ADD SERVICE #1
CIVIL ENGINEERING	\$37,600	\$22,100
LANDSCAPE	\$12,600	\$36,835
ARCHITECTURE		
DESIGN DEVELOPMENT FEE	\$80,000	\$20,000
CONSTRUCTION DOCUMENTS FEE	\$110,000	\$30,000
BID DOCS & BID NEGOTIATION	\$26,000	\$5,000
STRUCTURAL ENGINEERING	\$38,000	\$20,000
MECHANICAL/PLUMBING ENGINEERING	\$58,000	\$12,500
ELECTRICAL ENGINEERING	\$26,500	\$18,500
FF&E DRAWINGS/SPEC/KITCHEN CONSULTANT	\$14,000	\$4,000
INTERIORS	\$15,250	NO CHANGE
COST ESTIMATING CONSULTANT	\$17,000	\$7,500
REIMBURSEMENT EXPENSES	\$3,000	\$250
SECURITY	N/A	\$33,500
CONSTRUCTION ADMINISTRATION T&M	\$189,500	\$15,000
TOTAL FOR ABOVE SERVICES	\$627,450	\$225,185
	Less savings from previous amendment	<\$185.00>
	Total for Amendment #2	\$225,000.00

Total Not to Exceed for the term of the contract as amended \$980,000.00

EXHIBIT C

UPPER & RIGHT OF WAY

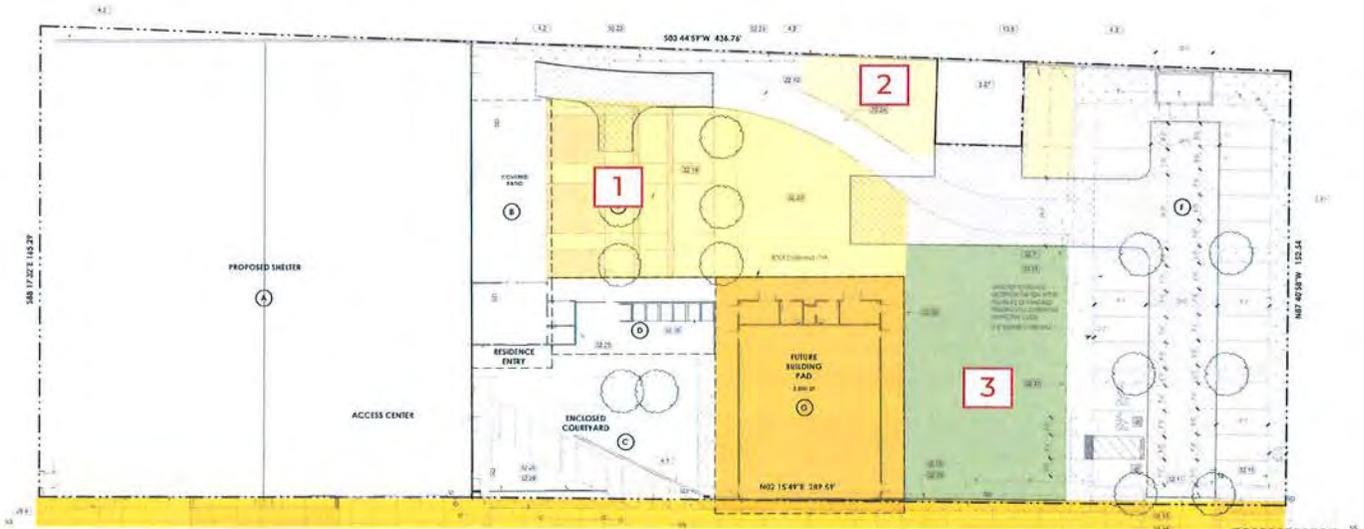


EXHIBIT A

CONTRACT AMENDMENT No. 1

NJ Associates, Inc.

THIS CONTRACT AMENDMENT No. 1 is made and effective this 1st day of November, 2022, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and NJ Associates, Inc., a California Corporation, hereinafter called "Contractor."

WITNESSETH:

1. **CONTRACT:** Contractor and City, entered into a Construction Services Agreement for Professional Services on December 23, 2021 (Collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to expand the scope of services to include additional work as outlined in Attachment A in an amount not to exceed \$630,000, for a total amount not to exceed of \$755,000 over the term of the Agreement.
2. **EXTENSION TERM:** Contractor and City now desire to enact the Option to Extend Term of Agreement and extend the Term limit to December 31, 2023.
3. **TERMS AND CONDITIONS:** All other terms and conditions of the Agreement except as set forth above, will remain unchanged.

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.

CITY OF LODI, a municipal corporation



STEPHEN SCHWABAUER
City Manager

Attest:



OLIVIA NASHED
City Clerk

Approved as to Form:


JANICE D. MAGDICH
City Attorney

CONTRACTOR


John Vierra (Oct 31, 2022 15:57 PDT)

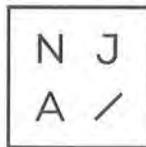
NJ ASSOCIATES, INC.,
a California Corporation

By: JOHN A. VIERRA

Title: Owner/Architect

ACCESS CENTER CD

SERVICES AGREEMENT



01 ARCHITECTURAL SERVICES

DATE	September 19th, 2022
CLIENT	John Della Monica City of Lodi 221 W Pine Street Lodi CA 95240
PROJECT	Lodi Access Center
LOCATION	710 N Sacramento Street Lodi CA 95240
SERVICE PROVIDER	NJ Associates, Inc. DBA (NJA & NJA Architecture) Licensed Architect John Vierra (License No. C35199) Licensed Architect Nick Seward (License No. C38947)

1.1 PROJECT SCOPE

- Proposed Shelter & Access Center - Approximately 20,926 SF (Existing Building)
 - Congregate Housing- with support restrooms and medical sleeping area
 - Dining & Common Room
 - Tote Storage & Service Area (including Laundry)
 - Warming Kitchen
 - Resource Center
 - Admin & Access Center
 - Public Lobby
- Security Check-In & (2) Restrooms
- Covered locker & charging area
- Covered Outdoor Dining Area
- Secured Courtyard - 5,000 SF
- Secured On-site Parking
- Future Training Facility Pad (future phase, not part of this scope)

1.2 DESIGN DEVELOPMENT

- Client meeting(s) to review and discuss design
- Refine site plan showing public path of travel and total parking requirements
- Develop floor plan in accordance with the necessary code requirements
- Develop exterior elevations

01 ARCHITECTURAL SERVICES

- Coordination with the following design consultants - civil, landscape, structural, mechanical, plumbing and electrical
- (2) revisions are factored into this phase
- Cost Estimate breakdown

1.3 CONSTRUCTION DOCUMENTS

- Client Meeting(s) to review Construction Documents
- Cover sheet with project information, building code analysis, vicinity Map & general notes
- **Civil Engineering**
 - On-Site
 - Phase I
 1. Construction Notes & Details referring to City of Lodi standards
 2. Topographic Survey & Demolition Plan
 3. Striping, Signage, & Horizontal Control Plan
 4. Grading (complete site), drainage, pavement and concrete curb design
 5. Sanitary Sewer Conveyance
 6. Domestic Water / Fire Water
 7. Stormwater Conveyance
 8. Erosion Control Plan
 - Prepare specifications, details, and cost estimates for all of the above.
 - Identify stormwater quality BMP's and coordinate details with project team
 - Meet with design team as needed in Lodi or via Internet/conference calls
 - Process plans through City of Lodi for approval
 - One site visit to meet with city staff to discuss any outstanding issues, concerns, etc. for plan approval
 - Storm Water Pollution Prevention Plan (SWPPP)
 - Prepare SWPPP to meet NPDES General Permit No. 2009-0009-DWQ.
 - Prepare Permit Registration Documents (PRD's)
 - Assist LRP in uploading PRD's to SMARTS website
 - Assist LRP in electronic submittal of Annual Report
 - Assist LRP in preparing Notice of Termination (NOT)
 - Post-Construction Storm Water Plan
 - Prepare Post-Construction SWP to City Standards
 - Process through city for approval
 - Project Approval Coordination
 - Address plan check comments beyond 3rd Submittal
 - Prepare Estimate for Bonding Purposes
 - Facilitate plan submittals for permitting purposes

01 ARCHITECTURAL SERVICES

- **Landscape Plans**
- **Architectural Plans**
 - Site plan showing public path of travel and parking requirements
 - Floor plan and general notes
 - Reflected ceiling plan
 - Roof plan and general notes
 - Exterior elevations with material keynotes
 - Building sections and wall sections as required
 - Enlarged restroom plans and interior elevations as required
 - Door and window/storefront schedules
 - Architectural design details as required
 - Interior finish schedules as required
 - Finish floor & ceiling plans
 - Finish schedules and materials
 - Life safety plan with occupancy load analysis and plumbing fixture count
 - Accessibility standards & details
- **Mechanical Engineering**
- **Plumbing Engineering**
- **Electrical Engineering**
- **Title 24 energy calculations**
- **Structural Engineering**
- Plan check revisions as necessary to secure permit approval
- Cost Estimate Breakdown

1.4 BID DOCUMENTS

- Bidding Requirements
- Contract Forms
- Conditions of Contract
- Specifications
- Drawings
- Addendum
- Contract Modifications
- Cost Estimate Report

1.5 CONSTRUCTION ADMINISTRATION

- RFI's
- Submittal review

- Review shop drawings
- Site visits

1.5 ARCHITECTURAL SERVICES NOT PROVIDED

- Changes in the project's program defined in 1.1 Project Scope
- Fire sprinkler plan / fire alarm (to be provided by design-build subcontractor during construction)
- Building Commissioning
- Geotechnical or any Survey (if required)
- Hazardous material reports and abatement if necessary
- Joint trench design
- Solar design and engineering
- Any governmental fees required by this work
- NJA cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.

02 FEE SCHEDULE

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED	
CIVIL ENGINEERING	\$37,600
LANDSCAPE	\$12,600
ARCHITECTURE	
DESIGN DEVELOPMENT FEE	\$80,000
CONSTRUCTION DOCUMENTS FEE	\$110,000
BID DOCS & BID NEGOTIATION	\$26,000
STRUCTURAL ENGINEERING	\$38,000
MECHANICAL/PLUMBING ENGINEERING	\$58,000
ELECTRICAL ENGINEERING	\$26,500
FF&E DRAWINGS/SPEC/KITCHEN CONSULTANT	\$14,000
INTERIORS	\$15,250
COST ESTIMATING CONSULTANT	\$17,000
REIMBURSEMENT EXPENSES	\$3,000
TOTAL FOR ABOVE SERVICES	\$437,950
CONSTRUCTION ADMINISTRATION T&M	\$189,500 (ALLOWANCE)

In An Amount Not to Exceed \$630,000

02 FEE SCHEDULE

2.2 ADDITIONAL SERVICES

At the request of Client, NJA shall provide additional services not included in the Architectural Services specified above. Additional services shall be provided on an hourly basis in accordance with the following hourly rate, and shall be billed on a monthly basis:

Architectural

Principal	\$195/hour
Project Architect/Manager	\$175/hour
Project Designer	\$150/hour
Draftsperson	\$125/hour
Admin Staff	\$80/hour

Landscape

Principal Landscape Architect	\$160/hour
Project Manager Landscape Architect	\$ 120/hour
Project Manager	\$95/hour
Senior Drafter	\$75/hour
Junior Drafter	\$65/hour
Intern	\$45/hour
Clerical	\$65/hour

Electrical

Principal	\$200/hour
Senior Engineer	\$185/hour
Senior Project Manager	\$170/hour
Project Engineer	\$150/hour

Structural

Senior Structural	\$225/hour
Project Manager	\$185/hour

Mechanical/Plumbing

Principal	\$230/hour
Senior Engineer	\$200/hour
Senior Project Manager	\$170/hour
Project Engineer	\$150/hour
Designer	\$125/hour

Civil Engineering

Engineering:

PRINCIPAL	\$ 225.00
CIVIL ENGINEER	\$ 180.00
PROJECT MANAGER	\$ 165.00
DESIGNER	\$ 140.00
CAD TECHNICIAN	\$ 115.00
COURT TESTIMONY	\$ 300.00

Administration:

CLERICAL	\$ 60.00
ADMINISTRATIVE ASSISTANT	\$ 75.00

Construction Management:

CONSTRUCTION MANAGER	\$ 165.00
CONSTRUCTION INSPECTOR	\$ 130.00
QUALIFIED SWPPP DEVELOPER (QSD)	\$150.00
QUALIFIED SWPPP PRACTITIONER (QSP)	\$110.00

Surveying:

OFFICE SURVEYOR	\$ 180.00
ASSISTANT OFFICE SURVEYOR	\$ 130.00
ONE-PERSON SURVEY CREW	\$ 200.00
TWO-PERSON SURVEY CREW	\$ 300.00
THREE-PERSON SURVEY CREW	\$ 380.00
COURT TESTIMONY	\$ 300.00

Reimbursable Expenses: Reimbursable expenses

Note - Amendments to Article 2.3 Payment Schedule will be updated at the time of approved additional services if any.

02 FEE SCHEDULE

2.3 PAYMENT SCHEDULE

\$20,000 initial deposit must be received by NJA prior to starting Architectural Services
Remaining balance will be invoiced monthly on progress to date
Final drawings will be issued to Client upon receipt of payment of remaining balance

2.4 REIMBURSABLE EXPENSES

Printing will be treated as a reimbursable expense on a per sheet basis noted below. Allowance for this project is not to exceed \$3,000 in printing cost.

24 x 36 Black & White	\$4.00 ea.
8.5 x 11 Color	\$0.50 ea.
8.5 x 11 Black & White	\$0.25 ea.
12 x 18 Color	\$1.50 ea.
12 x 18 Black & White	\$1.00 ea.
11 x 17 Color	\$1.00 ea.
11 x 17 Black & White	\$0.75 ea.

Client Meetings - A total of **(10)** client meeting(s) (and/or site visits) are included in the flat fee. Any meeting or site visit exceeding the amount specified will be billed a minimum of 1 hour at the hourly rate as specified in Article 2.2.

Any invoice amounts disputed in good faith by Client and the reasons therefore will be reported to NJA within five (5) calendar days after receipt of the applicable invoice, and Client and NJA agree to work diligently to resolve the dispute within ten (10) calendar days of NJA's receipt of the notice of dispute from Client.

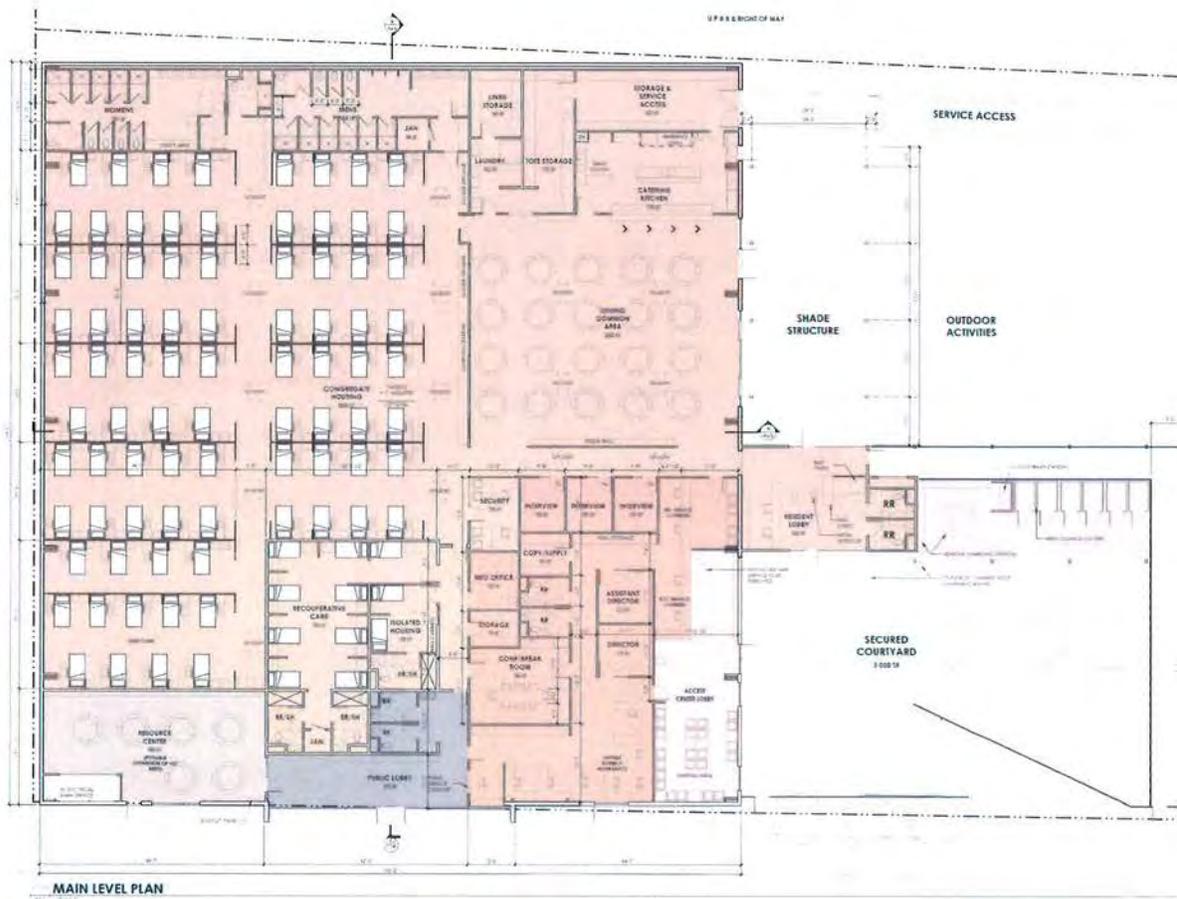
Payments are due and payable within (30) calendar days of Client's receipt of NJA's invoice. Undisputed amounts unpaid (30) calendar days after the invoice date shall bear interest from the date payments are due at a rate of 10% per annum (.833% per month), or the maximum amount allowed by applicable law.

EXHIBIT A

UPPER RIGHT OF WAY



EXHIBIT B



AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on December 23 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NJ ASSOCIATES, INC, a California Corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Architectural Services for Access Center and Affordable Housing Projects (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on July 1, 2021 and terminates upon the completion of the Scope of Services or on December 31, 2022, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional one (1) one (1)-year extension; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of 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 two and one-half (2.5) years.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: John R. Della Monica, Jr.

To CONTRACTOR: NJ Associates, Inc.
 212 W Pine St, Suite 1
 Lodi, CA 95240
 Attn: John Vierra

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.

CITY OF LODI, a municipal corporation

ATTEST:



JENNIFER CUSMIR
City Clerk

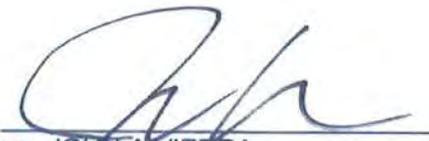


STEPHEN SCHWABAUER
City Manager

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

NJ ASSOCIATES, INC., a California Corporation

By: 

By: 

Name: JOHN A. VIERRA
Title: Architect

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

Funding Source: Various grant funding
(Business Unit & Account No.)



NJA
ARCHITECTURE

SERVICES AGREEMENT

OCTOBER 15th, 2021

LODI ACCESS CENTER

MULTI SITE STUDY

COMPANY

PREPARED BY
JOHN A VIERRA
ARCHITECT (C35199)

NICHOLAS M SEWARD
ARCHITECT (C38947)

NJA ARCHITECTURE
212 W PINE ST, SUITE 1
LODI, CA 95240

CLIENT

PREPARED FOR
JOHN DELLA MONICA
COMMUNITY DIRECTOR

CITY OF LODI
221 W PINE STREET
LODI CA 95240

ARTICLE 1 **ARCHITECTURAL SERVICES**

NJA shall provide ARCHITECTURAL SERVICES for the LODI ACCESS CENTER project located at VARIES SITE LOCATIONS covering the following project requirements described in Article 1.1 Project Scope.

1.1 PROJECT SCOPE

- WASHINGTON STREET SITE MASTER PLAN
 - Graphic Site Plan
 - 3d Street Scape Design
 - 3d Massing Studies
- KETTLEMAN/THURMAN/CENTURY SITE MASTER PLAN
 - Graphic Site Plan
- SACRAMENTO STREET
 - Graphic Site Plan
 - 3d Street Scape Design
 - 3d Massing Studies

1.2 PRELIMINARY DESIGN DELIVERABLES

- Provide conceptual site design studies for review by Owner
- Provide conceptual exterior building elevation design studies for review by owner
- Develop conceptual site plan showing path of travel and parking requirements
- Provide conceptual renderings showing materials and finishes
- Our proposal includes a maximum of two (2) revisions to initial concepts
- Client meeting(s) to review and discuss design

1.3 ARCHITECTURAL SERVICES SHALL NOT INCLUDE

- Changes in the project's program defined in 1.1 Project Scope
- Fire sprinkler plan, fire alarms and fire suppression system
- Boundary Survey and Topo
- Civil Engineering
- Geotechnical engineering and reports
- Existing Environmental Analysis - Phase 1 & 2 reports
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineer
- Program Requirements
- Schematic Design of buildings

ARTICLE 1
ARCHITECTURAL SERVICES

- Construction Documents
- Equipment design and layout
- Building commissioning
- Hazardous material reports and abatement if necessary
- Preparing estimates of construction
- NJA cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others

**ARTICLE 2
FEE BREAKDOWN**

2.1 COST BREAKDOWN OF ARCHITECTURAL SERVICES

ARCHITECTURAL	
- INVOICE 20023-1	\$7,500
- INVOICE 20023-2	\$5,687.50
- INVOICE 21006-1	\$5,800

TOTAL FOR ARCHITECTURAL SERVICES **\$18,987.50**

2.2 PAYMENT SCHEDULE

- Remaining balance will be invoiced monthly on progress to date
- Final drawings will be issued to Client upon receipt of payment of remaining balance

2.3 ADDITIONAL SERVICES

At the request of Client, NJA shall provide additional services not included in the Architectural Services specified above. Additional services shall be provided on an hourly basis in accordance with the following hourly rate, and shall be billed on a monthly basis:

Principal Architect	\$175/hour
Project Architect/Manager	\$165/hour
Project Designer	\$155/hour
Draftsperson	\$135/hour
Admin Staff	\$80/hour

Note: Amendments to Article 2.2 Payment Schedule will be updated at the time of approved additional services if any.

**ARTICLE 2
FEE BREAKDOWN**

2.4 REIMBURSABLE EXPENSES

NJA shall be compensated for reimbursable expenses such as reproductions and postage.

24 x 36 Black & White	\$4.00 ea.
8.5 x 11 Color	\$0.50 ea.
8.5 x 11 Black & White	\$0.25 ea.
12 x 18 Color	\$1.50 ea.
12 x 18 Black & White	\$1.00 ea.
11 x 17 Color	\$1.00 ea.
11 x 17 Black & White	\$0.75 ea.

Client Meetings: A total of (10) client meeting(s) (and/or site visits) are included in the flat fee. Any meeting or site visit exceeding the amount specified will be billed a minimum of 1 hour at an hourly rate of \$175 for each Architect and Design Principal present.

Any invoice amounts disputed in good faith by Client and the reasons therefore will be reported to NJA within five (5) calendar days after receipt of the applicable invoice, and Client and NJA agree to work diligently to resolve the dispute within ten (10) calendar days of NJA's receipt of the notice of dispute from Client.

Payments are due and payable within (30) calendar days of Client's receipt of NJA's invoice. Undisputed amounts unpaid (30) calendar days after the invoice date shall bear interest from the date payments are due at a rate of 10% per annum (.833% per month), or the maximum amount allowed by applicable law.

Not to exceed \$125,000.00



EXHIBIT C

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

Insurance Requirements for Design Professionals- Architects/Engineers

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Other Insurance Provisions:

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

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

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

101922_NJA_PSA Amendment No. 1_combined_CA initialed

Final Audit Report

2022-10-31

Created:	2022-10-27
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO2hNyECB8HCQJvIUZrNFivoxDgtFicpU

"101922_NJA_PSA Amendment No. 1_combined_CA initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2022-10-27 - 5:06:38 PM GMT
-  Document emailed to John Vierra (john@njaarchitecture.com) for signature
2022-10-27 - 5:07:19 PM GMT
-  Email viewed by John Vierra (john@njaarchitecture.com)
2022-10-27 - 6:28:09 PM GMT
-  Document e-signed by John Vierra (john@njaarchitecture.com)
Signature Date: 2022-10-31 - 10:57:45 PM GMT - Time Source: server
-  Agreement completed.
2022-10-31 - 10:57:45 PM GMT

NJA Amendment No. 2 REVISED_CA initialed

Final Audit Report

2023-05-18

Created:	2023-05-18
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMAhVnhADv_2lBpYAtRviOA8DovdT9Tb

"NJ A Amendment No. 2 REVISED_CA initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2023-05-18 - 9:29:21 PM GMT
-  Document emailed to John Vierra (john@njaarchitecture.com) for signature
2023-05-18 - 9:29:41 PM GMT
-  Email viewed by John Vierra (john@njaarchitecture.com)
2023-05-18 - 10:10:57 PM GMT
-  Document e-signed by John Vierra (john@njaarchitecture.com)
Signature Date: 2023-05-18 - 11:39:17 PM GMT - Time Source: server
-  Agreement completed.
2023-05-18 - 11:39:17 PM GMT



NJA
ARCHITECTURE

REGARDING Construction Administration/Misc Add Services

DATE December 3, 2024

CLIENT City of Lodi
221 W Pine Street
Lodi CA 95240

PROJECT Lodi Access Center Construction Documents

SERVICE NJ Associates, Inc. DBA (NJA Architecture & NJA)
PROVIDER Licensed Architect John Vierra (License No. C35199)
Licensed Architect Nick Seward (License No. C38947)

Amendment to original Service Agreement, made and entered into on September 19th, 2022 by and between the client listed above and NJA Architecture.

NJA shall provide additional services based on the project scope listed below.

1.1 PROJECT SCOPE

- Provide Construction Administration Services and misc. add services for the Lodi Access Center for the duration of the project’s construction.

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED	CD AGREEMENT	ADD SERVICE #1	VALUE ENG #1	VALUE ENG #2	CONSTRUCTION ADMIN
CIVIL ENGINEERING	\$37,600	\$22,100	\$15,200	\$30,300	
LANDSCAPE	\$12,600	\$36,835	\$0	\$21,719	
ARCHITECTURE					
DESIGN DEVELOPMENT FEE	\$80,000	\$20,000	\$4,000	\$10,500	
CONSTRUCTION DOCUMENTS FEE	\$110,000	\$30,000	\$4,500	\$28,500	
BID DOCS & BID NEGOTIATION	\$26,000	\$5,000	-	-	
STRUCTURAL ENGINEERING	\$38,000	\$20,000	\$10,500	\$12,000	
MECHANICAL/PLUMBING ENGINEERING	\$58,000	\$12,500	\$4,600	\$17,500	
ELECTRICAL ENGINEERING	\$26,500	\$18,500	\$5,200	\$8,200	
FF&E DRAWINGS/SPEC/KITCHEN CONSULTANT	\$14,000	\$4,000	-	-	
INTERIORS	\$15,250	NO CHANGE	-	\$6,500	
COST ESTIMATING CONSULTANT	\$17,000	\$7,500	-	\$8,500	
REIMBURSEMENT EXPENSES	\$3,000	\$250	-	-	
SECURITY	N/A	\$33,500	-	\$10,000	
CONSTRUCTION ADMINISTRATION T&M	\$189,500	\$15,000	-	(-75,000)	\$80,000
ADD SERVICE: SCHEMATIC DESIGN					\$48,500
ADD SERVICE: STRUCTURAL / LANDSCAPE/ ARCHITECTURAL SUPPORT					\$15,800
ADD SERVICE: TEMP FACILITY/MISC.					\$15,700
TOTAL FOR ABOVE SERVICES	\$627,450	\$225,185	\$44,000	\$78,719	\$160,000
	COMPLETE	COMPLETE	COMPLETE	COMPLETE	PROPOSED



SERVICE AGREEMENT

22 MAIN & LODI ACCESS CENTER AMENDMENT

PREPARED FOR

John DellaMonica
221 W. Pine Street
Lodi, CA 95240

PREPARED BY

NJ Associates, Inc. DBA NJA & NJA Architecture
Licensed Architect, Owner, John Vierra (License No. C35199)
Licensed Architect, Owner, Nick Seward (License No. C38947)

DATE

05.28.25

ADDITIONAL SCOPE

PROJECT LOCATION 710 N. Sacramento Street / 22 Main Street
Lodi, CA 95240

Amend to original Service Agreement, made and entered on 09/19/2022, by and between the client listed above and NJA Architecture

NJA shall provide additional services based on the project scope listed below:

- > All About Building's Change Order to 22 Main Street

22 Main Street

- > Engineering for new sidewalk improvements
- > Landscape Design & Engineering
- > Path of travel improvements

Lodi Access Center

- > Construction Administration

01 FEE BREAKDOWN

ADDITIONAL SERVICES BREAKDOWN	FEE
ARCHITECTURAL ACCESS CENTER	\$35,000
ARCHITECTURAL 22 MAIN	\$10,000
CIVIL	\$11,000
LANDSCAPE	\$20,000
ALL ABOUT BUILDINGS	\$10,430
TOTAL FOR ADDITIONAL SERVICES	\$86,430

03 LEGAL AGREEMENT SIGNATURES

The terms and conditions of this Contract are valid 60 days starting the date the contract was issued. After 60 days, NJA reserves the right to review the fee schedule and terms and conditions of this agreement.

CLIENT SIGNATURE

NJA ARCHITECTURE SIGNATURE

CLIENT NAME

NJA ARCHITECTURE NAME

DATE

Signature: James Lindsay

James Lindsay (Aug 14, 2025 14:23:54 PDT)

Email: jlindsay@lodi.gov

Signature: Olivia Nashed

Olivia Nashed (Aug 14, 2025 15:53:53 PDT)

Email: onashed@lodi.gov

NJ Assoc. - Amendment No. 5- Architechtrual Services

Final Audit Report

2025-08-14

Created:	2025-08-14
By:	Linda Tremble (ltremble@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArRewmsqo0UQp_2LoncN14r2qI2wE3oEd

"NJ Assoc. - Amendment No. 5- Architechtrual Services" History

-  Document created by Linda Tremble (ltremble@lodi.gov)
2025-08-14 - 9:18:29 PM GMT
-  Document emailed to James Lindsay (jlindsay@lodi.gov) for signature
2025-08-14 - 9:21:06 PM GMT
-  Email viewed by James Lindsay (jlindsay@lodi.gov)
2025-08-14 - 9:22:59 PM GMT
-  Document e-signed by James Lindsay (jlindsay@lodi.gov)
Signature Date: 2025-08-14 - 9:23:54 PM GMT - Time Source: server
-  Document emailed to Olivia Nashed (onashed@lodi.gov) for signature
2025-08-14 - 9:23:56 PM GMT
-  Email viewed by Olivia Nashed (onashed@lodi.gov)
2025-08-14 - 10:52:49 PM GMT
-  Document e-signed by Olivia Nashed (onashed@lodi.gov)
Signature Date: 2025-08-14 - 10:53:53 PM GMT - Time Source: server
-  Agreement completed.
2025-08-14 - 10:53:53 PM GMT



NJA
ARCHITECTURE

REGARDING Additional Service

DATE August 6th, 2025

CLIENT City of Lodi
221 W Pine Street
Lodi CA 95240

PROJECT Lodi Access Center - Medical Clinic Coordination

SERVICE NJ Associates, Inc. DBA (**NJA Architecture & NJA**)
PROVIDER Licensed Architect John Vierra (License No. C35199)
Licensed Architect Nick Seward (License No. C38947)

Amendment to original Service Agreement, made and entered into on September 19th, 2022 by and between the client listed above and NJA Architecture.

NJA shall provide additional services based on the project scope listed below.

1.1 PROJECT SCOPE

Expanded phases

1. **Medical & Behavior Health Phase**

- Coordinate underground plumbing with plumbing engineer
- Dimension floor plan
- Coordinate ADA clearances at plumbing fixtures

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED		
ARCHITECTURE		\$12,500
MECHANICAL/PLUMBING ENGINEERING		\$4,500
CONSTRUCTION ADMINISTRATION T&M		\$33,000 (NOT TO EXCEED)
TOTAL FOR ABOVE SERVICES		\$50,000

EXHIBIT A



FLOOR PLAN
 10/2/2023 10:45 AM
 Project No.: 2048

RESOLUTION NO. 2025-

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE ADDITIONAL CHANGE ORDERS WITH BOBO CONSTRUCTION, INC. IN THE AMOUNT OF \$1,400,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$11,866,433 FOR CONSTRUCTION OF THE LODI ACCESS CENTER AND EMERGENCY SHELTER (ACCESS CENTER), AND TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BICKFORD VENTURES, INC. DOING BUSINESS AS DIVISION 1 CONSTRUCTION MANAGEMENT SERVICES (\$232,200), AMENDMENT NO. 2 TO TERRACON (\$130,020), AND AMENDMENT NO. 6 TO NJ ASSOCIATES, INC. (\$1,371,430)

=====

WHEREAS, the City of Lodi City Council approved 710 N. Sacramento Street, Lodi, CA 95240, as the location for the Lodi Access Center and Emergency Shelter (“Access Center”) on October 6, 2021, per Resolution No. 2021-273; and

WHEREAS, the City is developing a permanent Access Center and Emergency Shelter to provide housing and partnering with San Joaquin County for behavioral health services to individuals experiencing homelessness; and

WHEREAS, on September 4, 2024, the City Council approved plans and specifications and authorized advertisement for bids for the construction of the Access Center project; and

WHEREAS, on November 19, 2024, the City Council awarded a construction contract to Bobo Construction, Inc., a California corporation, as the lowest responsible bidder, in the amount of \$9,866,433, with \$600,000 in initial change order authority; and

WHEREAS, unanticipated project needs, including ADA-compliant slab work, the addition of a quiet ward and respite beds supported by San Joaquin County Behavioral Health (\$575,910), and unforeseen environmental remediation related to contaminated soils, require contract modifications and additional professional services; and

WHEREAS, the City now desires to authorize additional change orders with Bobo Construction, Inc. in the amount of \$1,400,000, for a revised total not-to-exceed amount of \$11,866,433 for construction of the Access Center; and

WHEREAS, the City also desires to approve Amendment No. 2 to the agreement with Bickford Ventures, Inc., doing business as Division 1 Construction Management Services, in the amount of \$50,000, for a revised total not to exceed \$232,200; Amendment No. 2 to the agreement with Terracon Consultants, Inc. in the amount of \$100,000, for a revised total not to exceed \$130,020; and Amendment No. 6 to the agreement with NJ Associates, Inc., in the amount of \$50,000, for a revised total not to exceed \$1,371,430; and

WHEREAS, sufficient funding for these contract amendments has been secured through existing grant funds, committed County contributions, and anticipated cost savings.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager to:

1. Execute additional change orders in the amount of \$1,400,000 with Bobo Construction, Inc. for construction of the Lodi Access Center and Emergency Shelter, increasing the total not-to-exceed amount to \$11,866,433;
2. Execute Amendment No. 2 to the professional services agreement with Bickford Ventures, Inc., doing business as Division 1 Construction Management Services, increasing the total not-to-exceed amount to \$232,200;
3. Execute Amendment No. 2 to the professional services agreement with Terracon, Inc., increasing the total not-to-exceed amount to \$130,020;
4. Execute Amendment No. 6 to the professional services agreement with NJ Associates, Inc., increasing the total not-to-exceed amount to \$1,371,430.

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted November 6, 2019, 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: August 20, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025, by the following vote:

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

Olivia Nashed
 City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Allocating a Portion of Waste Management’s Annual Administrative Fees for Projects Funded in Fiscal Year 2025/26 (\$290,000) (CM)

MEETING DATE:

August 20, 2025

PREPARED BY:

James Lindsay, Acting City Manager

RECOMMENDED ACTION:

Adopt a resolution allocating a portion of Waste Management’s annual administrative fees for projects funded in Fiscal Year 2025/26.

BACKGROUND INFORMATION:

The franchise agreement with USA Waste of California, Inc. dba Central Valley Waste Services, commonly known as Waste Management (WM), includes an administrative fee of \$1,000,000, payable in \$250,000 increments to the City over four years beginning April 2024. The administrative fee is intended to fund a City Council-chosen project that improves our community and would otherwise not be funded in the near future. To date, the City has received two payments of \$250,000, for a combined total of \$500,000.

At the August 6, 2025 regular City Council meeting, the City Council discussed how it would prefer to use the \$500,000. Council identified a few projects that it wanted to set aside funds for, while keeping the remaining funds available for mid-year budget adjustments that will likely be necessary later in the fiscal year. This item now presents Council’s prioritized projects to be funded in the fiscal year 2025/26 budget from Waste Management’s annual administrative fees as follows:

\$200,000	Citywide roadway paving assessment
\$20,000	Hale Park sign replacement - reflects updated cost estimate (209 E. Elm St.)
\$10,000	Maple Square landscape improvements (2 E. Lodi Ave.)
\$60,000	Additional trash pick-up for the downtown alleys
\$290,000	Total allocation

Note, the Hale Park sign was discussed on August 6th as costing \$10,000. Staff received an updated cost estimate of \$20,000 since and meeting which is listed in the table above.

Therefore, staff recommends that the City Council consider approving the allocation of \$290,000 from the WM administrative fees in General Fund account # 43199000.77020, to be set aside for Council’s prioritized projects as described in the table.

COUNCIL COMMUNICATION

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Funding is available in account 43199000.77020.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL ALLOCATING A PORTION OF WASTE MANAGEMENT'S ANNUAL ADMINISTRATIVE FEES FOR PROJECTS FUNDED IN FISCAL YEAR 2025/26; CITYWIDE ROADWAY PAVING ASSESSMENT, HALE PARK SIGN REPLACEMENT, MAPLE SQUARE LANDSCAPE IMPROVEMENTS AND ADDITIONAL TRASH PICK-UP FOR THE DOWNTOWN ALLEYS (\$290,000)

=====

WHEREAS, the franchise agreement with USA Waste of California, Inc. dba Central Valley Waste Services, commonly known as Waste Management (WM), includes an administrative fee of \$1,000,000, payable in \$250,000 increments to the City over four years beginning April 2024; and

WHEREAS, the administrative fee is intended to fund a City Council-chosen projects that improve our community and would otherwise not be funded in the near future; and

WHEREAS, the City has received two payments of \$250,000, for a combined total of \$500,000 from the WM administrative fees; and

WHEREAS, at the August 6, 2025 regular City Council Meeting, the City Council prioritized the following projects to be funded in the Fiscal Year 2025/26 budget from WM's Administrative Fees:

\$200,000	Citywide roadway paving assessment
\$20,000	Hale Park sign replacement - reflects updated cost estimate (209 E. Elm St)
\$10,000	Maple Square landscape improvements (2 E. Lodi Ave)
<u>\$60,000</u>	Additional trash pick-up for the downtown alleys
\$290,000	

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve allocating a portion of Waste Management's Annual Administrative Fees in General Fund account # 43199000.77020, to the following projects funded in Fiscal Year 2025/26: Citywide roadway paving assessment, Hale Park sign replacement, Maple Square landscape improvements and additional trash pick-ups for the downtown alleys, in the amounts listed in the recitals above.

Dated: August 20, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025, by the following votes:

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

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Direction from City Council Regarding Public Electric Vehicle Charging Rate Pilot Project (EU)

MEETING DATE:

August 20, 2025

PREPARED BY:

Jiayo Chiang, Senior Electric Utility Resources Analyst

RECOMMENDED ACTION:

Seek direction from City Council regarding the Public Electric Vehicle (EV) Charging Rate Pilot Project.

BACKGROUND INFORMATION:

In April 2024, City Council approved the implementation of a one-year pilot project to begin charging \$1.75 per hour effective June 1, 2024, for the use of public EV charging stations owned by the City.

The pilot project was implemented in an effort to maximize recovery of capital, maintenance and operating costs not recovered through grant funding associated with the newly installed Level II EV charging stations located at Hutchins Street Square, the Library, City Hall, Finance, Kofu Park and the Downtown Parking Garage.

As expected, actual use of the charging stations declined once customers were required to pay. For the period from June 2024 to May 2025, the data shows a decrease in charging hours of 48 percent, a reduction in energy use of 42 percent and a decline in charging sessions of 45 percent. This decrease in usage resulted in a net annual revenue loss of \$17,341, inclusive of the 10 percent network provider service fee.

On July 17, 2025, the Risk Oversight Committee (ROC) reviewed a report on the pilot project and recommended City Council continue the pilot program for at least one additional year, charging a rate which continues to work toward full cost recovery. This additional year will provide time to analyze usage associated with the installation of one additional station at Lodi Lake. Staff will provide a presentation to City Council summarizing the pilot project findings and seek direction on the future of the pilot program in accordance with the ROC's recommendation.

STRATEGIC VISION:

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

FISCAL IMPACT:

The annual fiscal impact will depend on the specific direction provided by City Council as it relates to future implementation of the pilot project.

FUNDING AVAILABLE:

Not applicable.

A photograph of a public electric vehicle charging station. The image shows a charging cable plugged into a station, with other stations and vehicles visible in the background. The image is partially obscured by a grey and blue graphic overlay on the right side of the page.

Public Electric Vehicle Charging Station Rate Pilot Project

Lodi City Council
August 20, 2025



Purpose of Discussion



- Seek Direction from City Council on Future of Pilot Project
 - Review utilization data
 - Discuss possible rate options for customers utilizing the public charging infrastructure

Public EV Charging Stations



Current Pilot Project

- April 2024 - City Council approved charging rate of \$1.75/hour effective June 1, 2024
- Applies to 8 City owned dual-port stations
- Future station at Lodi Lake

City Hall (2)

Hutchins
Street Square

Finance

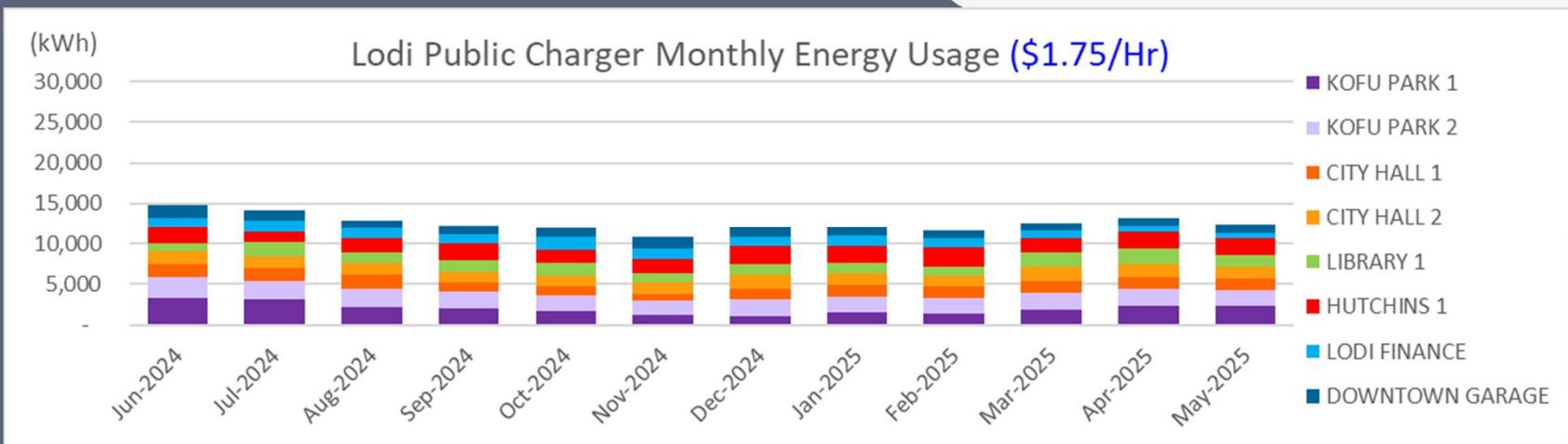
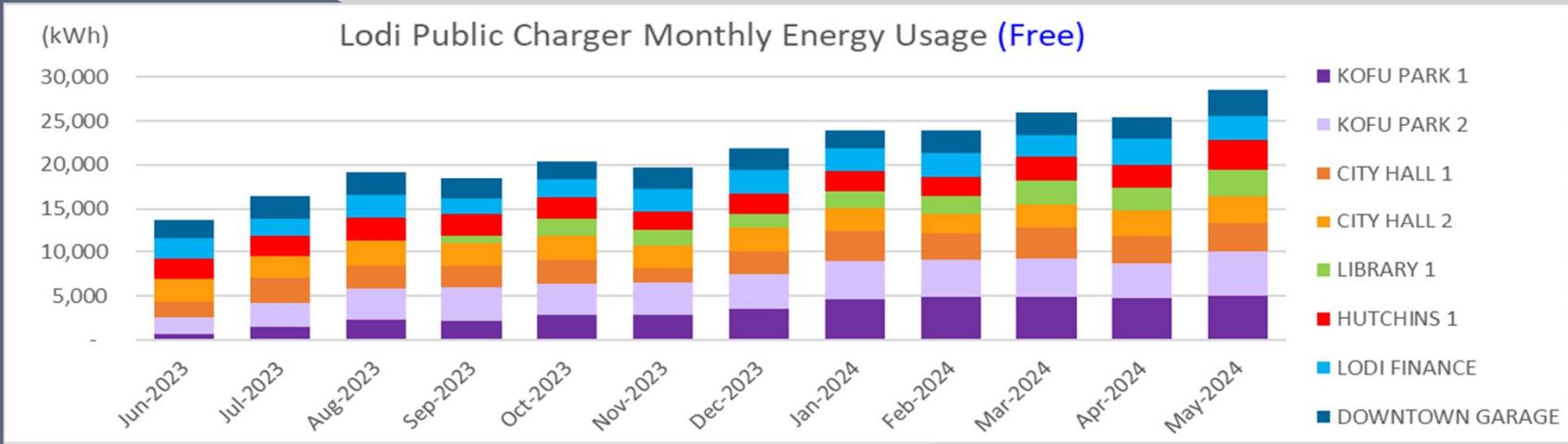
Library

Kofu Park (2)

Downtown
Garage

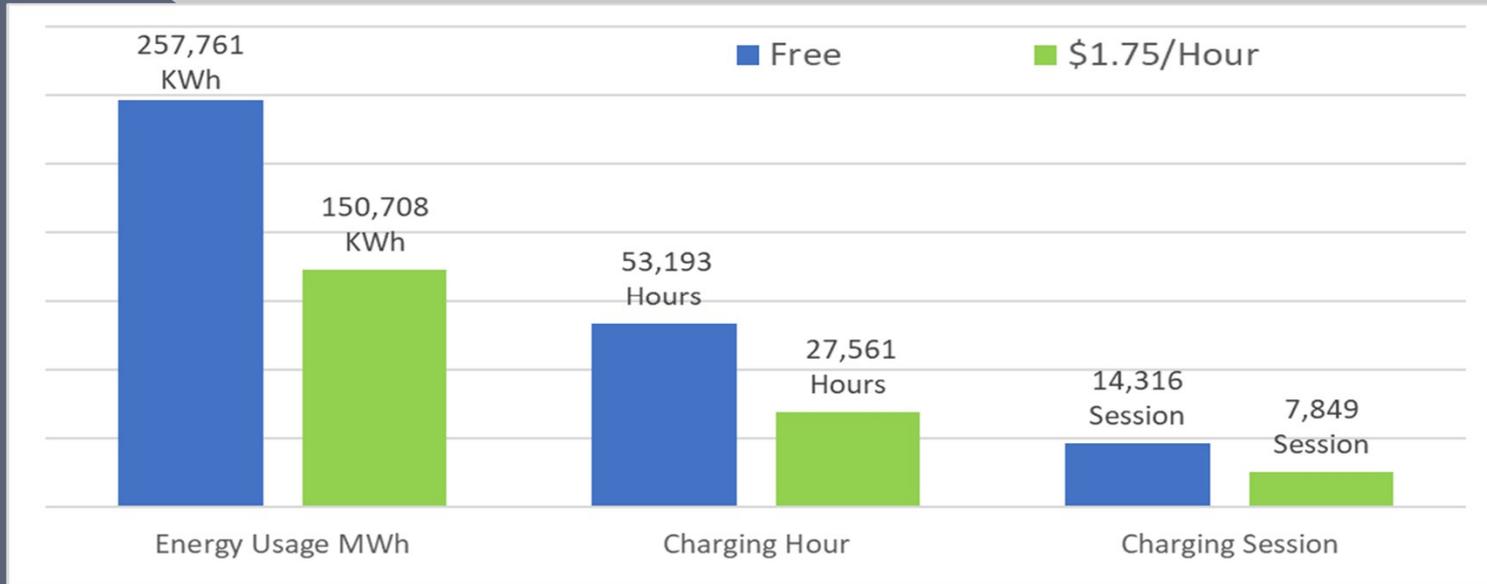
Charging Data

Before and After Pilot



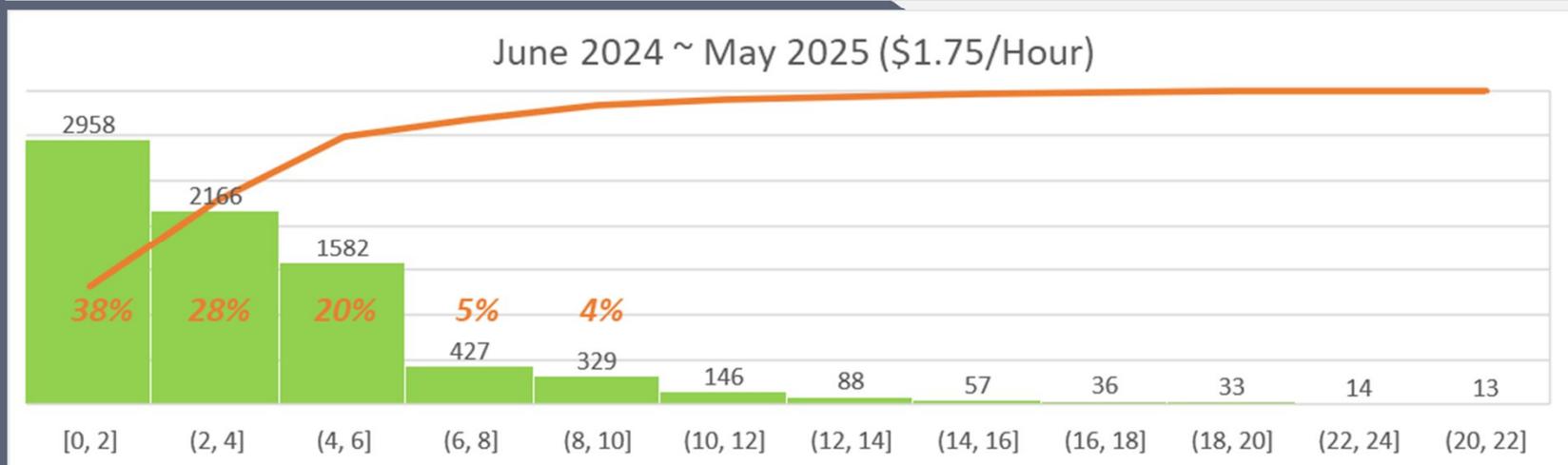
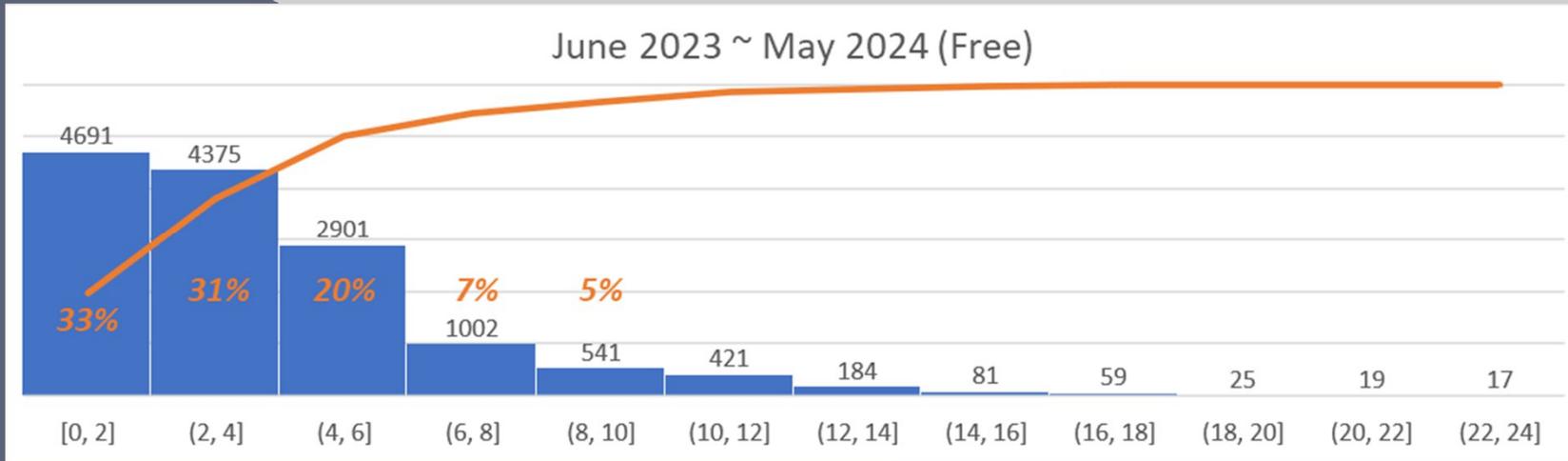
Overall usage down more than 40 percent

Annual Charging Data



Description	Reduction
Annual kWh Consumption (kWh)	42%
Annual Charging Hours	48%
Total Charging Sessions	45%

Charging Duration Patterns



Charging pattern remains unchanged

Net Results

June 24 to May 25



Infrastructure Costs	Amount
Equipment (Charging Stations)	\$49,700
Permitting, Construction, ADA & Installation	\$325,300
10 Year Warranty & Service Plan	\$97,670
Total Project Cost:	\$472,670
Less Grant Funds	(\$42,000)
Total Net Cost:	\$430,670

June 2024 to May 2025 Actuals	Amount
Revenue	\$48,230
ChargePoint Service Fee (10%)	(\$4,823)
Annual Cost (Infrastructure)	(\$43,067)
Annual Cost (Energy)	(\$17,681)
Net Revenue:	(\$17,341)

Rate Options for Discussion



Rate Option	Charge	Projected Net Revenue	Note
0	\$1.75/hr	(\$15,809)	Status quo. Does not work toward cost recovery.
1	\$2.00/hr	(\$9,216)	Increase \$0.25/hour. Works toward full cost recovery yet remains competitive with other available public charging.
2	\$2.35/hr	\$13	Increase to achieve full cost recovery. Could provide disincentive to charge and thus lower future usage and revenue resulting in need to further raise rate.

- Assumes no change in behavior with the exception of a partial year of usage estimated for the Lodi Lake station

Rate Comparisons



Location	Cost/Session (4 hrs/24 kWh)	Total Charge
Motel 6 (Customer Priority)	\$3.00	75 cents/hr
City (Option 0 – Status Quo)	\$7.00	\$1.75/hr (no change)
City (Option 1)	\$8.00	\$2.00/hr
Revel Lodi Senior Living	\$8.00	\$2/hr
Arco	\$8.40	35 cents/kWh
Reynolds Ranch – La Vida	\$8.40	35 cents/kWh
City (Option 2)	\$9.40	\$2.35/hr
Target	\$10.80	45 cents/kWh; \$2/hr after 5 hrs
Cherokee Memorial Park	\$12.40	20 cents/kWh; \$5/hr after 2 hrs
Lodi Unified School District	\$14.16	59 cents/kWh
McDonalds @ Reynolds Ranch	\$31.50	\$1.5/hr; \$10/hr after 1 hr

Summary – Pilot Project Goals



Rate Setting is an Art; Not a Science

- Recover costs associated with providing public EV charging
- Ensure proposed charges are fair and equitable by charging end user and not socializing costs
- Keep charges competitive based on other public charging options available
- Set a charge that is easy to administer and understand
- Continue to encourage and support transportation electrification with newer, more modern charging options and use LCFS credit funds to continue to provide incentives and rebates
- Year 2 Pilot implementation September 1, 2025
- Staff will return to Council again after Year 2 Pilot

Discussion and Direction





COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Establishing a Finance Committee, Committee Objectives and Appointment Guidelines (CM)

MEETING DATE:

August 20, 2025

PREPARED BY:

James Lindsay, Acting City Manager

RECOMMENDED ACTION:

Adopt a Resolution establishing a Finance Committee, committee objectives and appointment guidelines.

BACKGROUND INFORMATION:

At the August 6, 2025 Regular City Council meeting, Mayor Bregman and Councilmember Craig-Hensley requested an item for Council discussion on the formation of a Finance Committee that could include two City Councilmembers and one Lodi resident with financial expertise. One of the observations from the June 2025 Internal Controls Review was the City's investments are overseen by one employee, the City Treasurer. The review stated that one individual managing investments can pose several risks, including lack of diversification, limited perspective, and overreliance on individual judgment. The City Council received a presentation (Attachment 1) from staff on March 19, 2025 on how other cities use Finance Committees to guide the review and development of finance policies, review the preparation of financial statements, review internal controls, and monitor investments.

The Internal Controls Review contained suggested two methods to address the investment management concern:

1. Form an investment committee comprising individuals with diverse expertise, including finance, risk management, and relevant industry knowledge.
- or*
2. Contract with a third-party fiduciary to manage the City's investments.

Staff recommends the second method, whereby a third-party would manage a portion of the City's portfolio that can be invested and not held for liquidity. Staff could continue to manage the liquid portion of the portfolio that is required to fund the day-to-day operations of the City. A new Finance Committee, together with the City Treasurer, could provide oversight of a third-party investment manager and the pension stabilization trust held with Public Agency Retirement Solutions. The City's Investment Policy is provided as Attachment 2 and the Pension Stabilization Policy as Attachment 3.

Attachment 4 is a draft resolution for the Council to consider if it is ready to move forward with forming a Finance Committee. The resolution provides for a Committee with the following provisions:

COUNCIL COMMUNICATION

1. The Finance Committee will be a standing committee, adhering to the Ralph M. Brown Act and its open meeting requirements.
2. Initial advisory tasks include:
 - a. Review of internal controls policies and procedures
 - b. Provide recommendations to the City Council regarding new or updated financial policies
 - c. Provide oversight of City investments in coordination with the City Treasurer
 - d. Review comprehensive annual financial statements
 - e. Provide recommendations to the City Council on budget policy matters
3. Committee Membership:
 - a. Two Councilmembers appointed by the City Council
 - b. One community member appointed by the City Council
4. Secretary to the Committee - City Treasurer

Staff recommends the City Council approve the establishment of the Financial Advisory Committee and appoint two members of the City Council and one Lodi resident with financial expertise to serve on the committee. At the annual confirmation of Boards and Commissions assignments of the City Council after its Reorganization, the City Council may update Council appointments to the Finance Committee as desired. The term of the resident member can be determined by the Committee and the Council at a later date.

STRATEGIC VISION:

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

FISCAL IMPACT:

Establishment of a Finance Committee can provide greater fiscal oversight and reassure residents that the City is committed to the careful management of public funds.

FUNDING AVAILABLE:

Not applicable.



Finance Committee

Presented by: Olivia Nashed, City Clerk



TYPES OF COMMITTEES – LESS THAN A QUORUM OF COUNCIL

- Standing Committee – Permanent committee (subject to Ralph M. Brown Act)
- Ad Hoc Committee – Temporary committee created address one time or short term projects (not subject to Ralph M. Brown Act)

RALPH M. BROWN ACT (BROWN ACT)

Committees subject to the Brown Act require that the public's business be conducted in open and noticed meetings. Therefore committees that are subject to the Brown Act must:

1. Publish agendas for every meeting where at least a quorum of the members will be present.
2. Noticing requirements for Agendas – 72 hours in advance of a Regularly scheduled meeting and 24 hours in advance for Special meetings.
3. Allow members of the public to participate in meetings by streaming meetings, accessible open sessions, and ability to provide public comment.

FINANCE COMMITTEES IN OTHER MUNICIPALITIES:

- Town of Hillsborough
- Town of San Anselmo
- City of Costa Mesa
- City of Menlo Park
- City of Solvang
- City of Santa Monica
- City of Tracy



TOWN OF HILLSBOROUGH

The Town of Hillsborough has a Financial Advisory Committee:

- Type: Standing Committee
- Members: Voting - 7 residents, Non-voting - 1 Advisor, 1 Council Member, and the Finance Director
- Meeting Frequency: meets on as-needed basis, at least four (4) times a year
- Objective:
“...advise the City Council and the city staff on the fiscal operations of the town. Representing a broad spectrum of expertise from the fields of accountancy, investment management and fiscal control, the members of the committee assist the City Council and city staff in preparation of the annual town budget; conduct quarterly and semi-annual budget reviews, monitor the town's investment program, assist in the development of capital expenditure projects, and monitor the enterprise funds. The Financial Advisory Committee assists in assuring conformity to laws regarding state spending limits, revenue and taxation, and audits.”

TOWN OF SAN ANSELMO

The Town of San Anselmo has a Infrastructure and Fiscal Monitoring Committee:

- Type: Standing Committee
- Members: Voting - 7 residents; Non Voting – 2 Town Council Members, 3 Town Staff liaisons (Town Manager, Public Works Director, and Finance & Administrative Services Director)
- Term length: 3 years
- Meeting Frequency: Quarterly
- Objective:
“...to review and report on the use of the general purpose revenues generated by local tax measures, review the Town’s capital improvement plan and current budget, identify the Town’s primary unmet needs, and make recommendations to the Town Council regarding how best to accomplish and fund the Town’s priority needs.”



CITY OF COSTA MESA:

The City of Costa Mesa has a Finance & Pension Advisory Committee:

- Type: Standing Committee
- Members: 9 Residents
- Term length: 4 members serving 2-year terms and 5 members serving 1-year term
- Meeting Frequency: Monthly
- Objective: review short and long range financial planning and funding, make recommendations to the City Council regarding amendments to financial and budgetary policies and processes, review the City's investment portfolio, evaluate annual and long-term pension and financial impacts from changes in CalPERS contribution rates and/or actuarial schedule changes, review existing and tentative labor contracts as they relate to pension and compensation packages, including any impact to the Unfunded Pension Liability, and review alternative financing methods potentially available to the City for the Unfunded Pension Liability.

CITY OF MENLO PARK

The City of Menlo Park has a Finance & Audit Commission:

- Type: Standing Committee
- Members: 7 Residents
- Meeting Frequency: Quarterly
- Objective: The Finance and Audit Commission is charged primarily to support delivery of timely, clear and comprehensive reporting of the City's fiscal status to the community at large.



CITY OF SANTA MONICA:

The City of Santa Monica has an Audit Committee:

- Type: Subcommittee of City Council/Standing Committee
- Members: 3 Council Members and 2 Residents
- Term length: 4 years
- Meeting Frequency: Quarterly
- Objective: review all City audit reports, determining corrective actions to be recommended to City Council, reporting on outcome of all audits, ensuring timely and effective action on City Council directions relating to audit reports, considering the effectiveness of the internal controls processes, receive confidential reports regarding suspected illegal, improper, wasteful or fraudulent activity, oversight of the periodic review and selection of external and internal auditors.



CITY OF SOLVANG:

The City of Solvang has a Budget Ad Hoc Committee:

- Type: Ad Hoc
- Members: 2 Council Members, City Manager, Administrative Services Director, and the Accounting Supervisor
- Term length: N/A
- Meeting Frequency: meets between the months of March and May, then disbanded
- Objective: prepare the draft budget to present to Council for approval



CITY OF TRACY:

The City of Tracy has a Finance Committee:

- Type: Subcommittee of City Council
- Members: 2 Council Members
- Term length: 1 year
- Meeting Frequency: Quarterly
- Objective: review and facilitate the preparation of City's financial statements, monitor City finances, develop and present to the City Council an annual work plan, review and update financial policies, periodically review the organization's annual budget to ensure that the financial elements of the City are in accord with the City Council's Strategic Priorities, and set long-range financial goals along with financial strategies.



Next Steps:

1. Should Council desire, it can advise staff on whether it is interested in the formation of a type of finance committee.
2. If so, Council can provide direction to City staff to bring back an agenda item with specifics on the committee regarding:
 - Type of committee (standing or ad hoc)
 - Make-up of the committee (residents, Council Members, staff liaisons)
 - Duties and responsibilities of the committee



CITY OF LODI

INVESTMENT POLICY

Fiscal Year 2025/26
Resolution 2025 - 121



TABLE OF CONTENTS

1.1 PURPOSE 1

1.2 POLICY..... 1

1.3 SCOPE 1

1.4 PRUDENT INVESTOR STANDARD 1

1.5 PUBLIC TRUST..... 2

1.6 ETHICS AND CONFLICTS OF INTEREST 2

1.7 OBJECTIVES 3

1.8 LIMITING MARKET VALUE EROSION 4

1.9 STATEMENT OF INVESTMENT POLICY 4

1.10 DELEGATION OF AUTHORITY..... 4

1.11 MONITORING AND ADJUSTING THE PORTFOLIO 5

1.12 INTERNAL CONTROL 5

1.13 REPORTING 5

1.14 AUTHORIZED INVESTMENTS..... 6

1.15 BANKS AND QUALIFIED BROKER/DEALERS..... 7

1.16 PURCHASE OF CDs FROM LOCAL INSTITUTIONS 8

1.17 SAFEKEEPING AND COLLATERILIZATION 8

1.18 ADMINISTRATION 9

2.1 INTERNAL CONTROLS - GENERAL 10

2.2 INTERNAL CONTROL PROCEDURES..... 11

2.3 TREASURY FUNCTION RESPONSIBILITIES 12

2.4 BROKER/DEALER QUESTIONNAIRE 13

2.5 BROKER DEALER CERTIFICATION 15

GLOSSARY..... 16

1.1 PURPOSE

The purpose of this policy is to state the City's policies for the investment of surplus funds in the City treasury in a prudent and systematic manner conforming to all state and local statutes governing the investment of public funds. Safety of principal is given the highest priority. In addition, this statement is intended to formalize investment-related activities to provide the highest investment return with maximum security while meeting daily cash flow demands. The ultimate goal is to protect the City's pooled investment cash while enhancing the City's economic status.

1.2 POLICY

It is the policy of the City of Lodi to invest public funds in a manner which will provide a sound investment return with maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds. The City of Lodi's investment policy has three objectives: (1) protect principal, (2) provide for liquidity needs, and (3) obtain the most reasonable rate of return possible within the first two objectives. The overarching theme of this policy is to utilize the "prudent investor" standard (see discussion below). This affords a broad range of investment opportunities so long as the investment is prudent and permissible under current state and local law.

1.3 SCOPE

The investment policy applies to all funds under the direct authority of the City Treasurer of the City of Lodi, including but not limited to the General Fund, Special Revenue Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds and Trust and Agency Funds. All funds are accounted for in the City's Comprehensive Annual Financial Report. Investments of debt proceeds held by bond trustee are governed by the provisions of the debt agreements. Proceeds of bonds will be invested in accordance with the ordinance, resolution, indenture or other agreement governing the issuance of the bonds.

1.4 PRUDENT INVESTOR STANDARD

The prudent investor standard requires all those involved in the investment process to act as if the assets in the portfolio are their own. By the prudent investor standard, the rules outlined in this policy, and other applicable state and local laws and regulation, are binding constraints to be considered in taking any action.

The City Council, Treasurer and all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard. The "prudent investor" standard, is in accordance with Government Code Section

53600.3 which states "...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

It is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars. However, it is realized that market prices of securities will vary depending on economic and interest rate conditions at any point in time. It is further recognized, that in a well-diversified investment portfolio, occasional measured losses are inevitable due to economic, bond market or individual security credit analysis. These occasional losses must be considered within the context of the overall investment program objectives and the resultant long term rate of return.

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner, appropriate action is taken to control adverse developments, and the relieved parties acted at all times in a fashion that met their fiduciary obligation to the City of Lodi.

1.5 PUBLIC TRUST

All participants in the investment process shall act as fiduciaries and custodians of public funds. Investment officials shall recognize the portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

1.6 ETHICS AND CONFLICTS OF INTEREST

As a minimum standard, the City Treasurer and all other personnel authorized to make investment decisions are governed by The Political Reform Act of 1974 regarding disclosure of

material financial interests as well as Government Code Section 87103. The City Treasurer and all other personnel authorized to make investment decisions shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair the ability to make impartial investment decisions. The Treasurer is required to make known to the City Manager and City Council any conflicts of interest that may arise immediately upon becoming aware of a potential conflict. The Treasurer and other key finance personnel are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPCC).

1.7 OBJECTIVES

Funds of the City will be invested with the following objectives in priority order:

Safety:

Safety of principal is the foremost objective of the investment program. Investments of the City of Lodi shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. The City of Lodi will diversify its investments by security type and institution. Financial institutions and broker/dealers will be prequalified and monitored as well as investment instruments they propose.

The City shall seek to preserve principal by mitigating two types of risk:

Credit Risk – Defined as the risk of loss due to failure of the issuer of a security. Credit risk shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio so that the failure of any one issuer does not unduly harm the City's cash flow.

Market Risk – Defined as the market value fluctuations due to overall changes in the general level of interest rates. Market risk shall be mitigated by limiting the weighted average maturity of the City of Lodi's investment portfolio to three and one-half years, the maximum maturity of any one security to five years, and structuring the portfolio based on historic and current cash flow analysis, thereby eliminating the need to sell securities prior to maturity.

Liquidity:

The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This will be accomplished through

maturity diversification in accordance with California Government Code 53635 and the State Local Agency Investment Fund with immediate withdrawal provision.

Yield:

The City's investment portfolio shall be designed with the objective of attaining a sound yield (rate of return) through budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. The City will attempt to obtain the most reasonable yield possible when selecting an investment, provided the criteria for safety and liquidity of the total portfolio are met.

1.8 LIMITING MARKET VALUE EROSION

It is the general policy of the City to limit the potential effects from erosion in market values by adhering to the following guidelines:

- All immediate and anticipated liquidity requirements shall be addressed prior to purchasing investments.
- Maturity dates for investments shall coincide with significant cash flow requirements, where possible, to assist with cash requirements at maturity.
- All securities shall be purchased with the intent to hold all investments to maturity. However, economic or market conditions may change, making it in the City's best interest to sell or trade a security prior to maturity.

1.9 STATEMENT OF INVESTMENT POLICY

The City of Lodi's Investment Policy shall be adopted by Resolution of the City Council. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic needs. Any amendments to the policy shall be forwarded to the City Council for approval.

1.10 DELEGATION OF AUTHORITY

The Treasurer is designated by the authority of the legislative body as the investment officer of the City as provided for in Government Code Section 53607 and is responsible for the investment decisions and activities of the City. The Treasurer will develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy. The Treasurer may delegate certain day to day functions as necessary to execute this policy and manage the portfolio in the most efficient and effective manner.

The Treasurer shall hereafter assume full responsibility for such transactions until such time as the delegation of authority is revoked, and shall make a quarterly report of such transactions to the legislative body.

1.11 MONITORING AND ADJUSTING THE PORTFOLIO

The Treasurer will routinely monitor the contents of the portfolio, the available markets and the relative values of competing instruments, and will adjust the portfolio accordingly. It is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars.

1.12 INTERNAL CONTROL

The Treasurer will establish a system of written internal controls, which will be reviewed annually by the City's independent audit firm. The controls will be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

1.13 REPORTING

The Treasurer will submit a quarterly investment report to the City Council, in accordance with Government Code Section 53646, to disclose the following information:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- Notation of Securities purchased within the reporting period.
- Percentage of the portfolio represented by each investment category.
- Institution.
- Average life and final maturity of all investments listed.
- Coupon, discount or earnings rate.
- Par value or cost of the security
- Current market value of securities with maturity in excess of 12 months and the source of this valuation.
- Ability of the city to meet its expenditure requirements for the next six months or provide an explanation of why sufficient funds will not be available as required by Gov. Code 53646 (b)(3).

The quarterly investment report to the Lodi City Council, acting legislative authority, as endorsed by Government Code Section 53646, will be in addition to the Treasurer's monthly report and accounting of all receipts, disbursements and fund balances.

1.14 AUTHORIZED INVESTMENTS

The City will invest surplus funds not required to finance the immediate needs of the City as provided in California Government Code Sections 16429.1, 53601, 53601.6, 53601.8, 53635, 53635.2, 53638 and 53684. In selecting authorized investments consideration must be given to credit ratings, maturities, current makeup of the City's portfolio and collateralization of applicable instruments. A list of eligible instruments is provided below.

Permitted Investments	Maturity	Maximum % of Portfolio	Minimum Quality Requirements
U.S. Treasury Obligations (Bills, notes and bonds)	5 years	100%	None
US Government Agency Securities and Instrumentalities	5 years	100%	None
Bankers Acceptances	180 days	40%	None
Certificates of Deposit	5 years	100%	None
Negotiable Certificates of Deposit	5 years	30%	None
Commercial Paper	270 days	30%	Credit Rating of P1/A1 or A1+/F1 or F1+ by Moody's, S&P or Fitch
California State Local Agency Investment Fund	Indefinite	100%	None
Passbook Deposits	Indefinite	100%	None
Mutual Funds and Money Market Mutual Funds	N/A	20%	Multiple Requirements per Gov't Code
Medium Term Corporation Notes	5 years	30%	A-/A3/A- by Moody's, S&P, or Fitch
Joint Powers Authority Pool	Indefinite	30% (Funds held at NCPA shall not count to this limit)	Multiple Requirements per Gov't Code
Certificate of Deposit Account Registry Service (CDARS)	Indefinite	30%	None
Supranational Obligations	5 years	30%	AA-/Aa3/AA- by Moody's, S&P, or Fitch
Municipal Securities (50 States or California Local Agencies)	5 years	100%	None

CITY OF LODI
INVESTMENT POLICY

Investments not listed in this section, including those otherwise authorized by California Government Code are ineligible investments for the City of Lodi. Ineligible investments include, but are not limited to, common stocks, long term (over five years in maturity) notes and bonds, swaps, options, derivatives, repurchase and reverse repurchase agreements and swap agreements.

Pooled funds invested for the City by entities such as California State Local Agency Investment Fund, CalTRUST, NCPA, or other Joint Powers Authority Pools may invest in swaps, options, derivatives or repurchase and reverse repurchase agreements as permitted by California Government Code and the respective policy guidelines of the investing agency.

1.15 BANKS AND QUALIFIED BROKER/DEALERS

The Treasurer will consider the credit worthiness of institutions in selecting financial institutions for the deposit or investment of City funds. These institutions will be monitored to ensure their continued stability and credit worthiness.

The City shall conduct investment transactions only with qualified banks, savings and loans, and broker/dealers. The Treasurer shall investigate dealers who wish to do business with the City to determine that they are adequately capitalized, have no pending legal action against the firm or the individual broker and that they participate in markets appropriate to the City's needs. Third parties in this category will be required to provide their most recent Consolidated Report of Condition ("call report") prior to transacting business with the City and at the request of the Treasurer during the course of conducting business.

The Treasurer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will be maintained of approved security brokers/dealers selected for credit worthiness. The City shall send a copy of the current investment policy to all broker/dealers approved to do business with the City. Written and signed confirmation, on company letterhead, of receipt of this policy shall be considered evidence that the dealer understands the City's investment policies and intends to sell the City only appropriate investments authorized by this policy and all applicable state and federal laws and regulations.

In addition, all financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority registration.
- Trading Resolution
- Proof of State Registration
- Certification of having read the City of Lodi's investment policy and depository contracts.

CITY OF LODI
INVESTMENT POLICY

An annual review of the financial condition and registration of qualified bidders will be conducted by the Treasurer.

The City will not normally use more than three qualified dealer/brokers to obtain bids.

1.16 PURCHASE OF CDs FROM LOCAL INSTITUTIONS

To the extent reasonable and within the limits specified above, the Treasurer may purchase a Certificate of Deposit, up to the amount fully insured by the Federal Deposit Insurance Corporation (FDIC), from each bank and savings and loan institution located within the corporate limits of the City to promote economic development and as a statement of support for those institutions maintaining an office in Lodi. These investments are limited to those institutions which offer Certificates of Deposit insured by the Federal Deposit Insurance Act and have a Community Reinvestment Act Rating of satisfactory or above.

To aid in the diversification of the portfolio, additional Certificates of Deposit in amounts up to fully insured FDIC limits, may be purchased from local institutions provided the investment has the safety, liquidity and a rate of return comparable to that offered from LAIF at the time the original investment is made.

Additional Certificates of Deposit may be purchased from a single institution so long as the amounts are fully collateralized as described in Section 1.17.

1.17 SAFEKEEPING AND COLLATERILIZATION

All investment securities purchased by the City will be held in third-party safekeeping by an institution designated as primary agent. The custodian will hold these securities in a manner that establishes the City's right of ownership. The primary agent will issue a safekeeping receipt to the City listing the specific instruments, rate, maturity and other pertinent information. Deposit type securities (i.e., certificates of deposit) will be collateralized.

Collateral for time deposits in savings and loans will be held by the Federal Home Loan Bank or an approved Agent of Depository. If collateral is government securities, 110% of market value to the face amount of the deposit is required. Promissory notes secured by first

mortgages and first trust deeds used as collateral require 150% of market value to the face amount of the deposit. An irrevocable letter of credit issued by the Federal Home Loan Bank of San Francisco requires 105% of market value to the face amount of the public deposit.

The collateral for time deposits in banks should be held in the City's name in the bank's Trust Department, or alternately, in the Federal Reserve Bank. The City may waive collateral requirements for deposits which are fully insured up to limits prescribed by the FDIC.

The amount of securities placed with an agent of depository will at all times be maintained in accordance with California Government Code 53652.

1.18 ADMINISTRATION

The following administrative policies will be strictly observed:

Payment:

All transactions will be executed on a delivery versus payment basis which should be done by the City's safekeeping agent.

Bid:

A competitive bid process in which no less than three competitive bids are obtained, when practical, will be used to place all investment purchases. Typically, when soliciting bids, the Treasurer or Designee will specify through email with a blind copy to qualified brokers the following: maturity date, credit quality, eligible investment category, amount available to invest and security names the City will not consider due to overconcentration. The open window for providing offers shall be a minimum of one hour and the City's review period shall be no more than one hour in order to minimize the risk of market price fluctuations between security offer and the City's decision to purchase. Securities not matching the requirements for the portfolio will not be considered in that solicitation. The Treasurer has the right to refuse all bids and reissue a solicitation. If less than three qualifying responses are received, the Treasurer may choose to select from the responses received or to reissue the solicitation.

Wire Transfers:

All wire transfers will be initiated by the Accounting Manager or Designee and approved by the Treasurer or Designee. Wires cannot be approved by the initiator. The City's utilizes electronic dual controls on all wire transfers requiring that approvers cannot be initiators and vice versa.

Pre-formatted wire transfers will be used to restrict the transfer of funds with preauthorized accounts only.

Confirmations:

Receipts for confirmation of a purchase of authorized securities should include the following information: trade date; par value; maturity; rate; price; yield; settlement date; description of securities purchased; net amount due; third-party custodial information. Confirmations of all investment transactions are to be received by the Treasurer not later than the business day immediately following the trade. Same day confirmations are preferred.

Pooled Cash:

The City will consolidate into one bank account and invest on a pooled concept basis. Interest earnings will be allocated monthly based on current cash balances.

Bond Proceeds:

The City will comply with applicable federal tax law and regulations in connection with the investment of bond proceeds.

2.1 INTERNAL CONTROLS - GENERAL

Through this system of internal control, the City is adopting procedures and establishing safeguards to prevent or limit the loss of funds invested or held for investment due to errors, losses, misjudgments and improper acts. Internal control procedures are not intended to address every possible situation but are intended to provide a reasonable and prudent level of protection for the City's funds.

Objectives:

These procedures and policies are established to ensure:

- the orderly and efficient conduct of investment practices, including adherence to investment policies
- the safeguarding of surplus cash
- the prevention or detection of errors and fraud
- the accuracy and completeness of investment records
- the timely preparation of reliable investment reports

General Control Policies:

The following policies are to be used to safeguard investments:

- **Organization**

A description of responsibilities and procedures for the investment of City funds, lines of authority and reporting requirement will be maintained.

- **Personnel**

Only qualified and assigned personnel will be authorized to approve investment transactions; make and liquidate investments; maintain investment records; and maintain custody of negotiable instruments. Personnel assigned responsibility for the investment of City surplus funds will maintain their professional qualifications by continued education and membership in professional associations.

- **Segregation of functions**
No one having general ledger functions will have responsibility for the investment of City funds.
- **Safekeeping**
All securities are to be held in the name of the City of Lodi. The City will contract with a third party, usually a bank, to provide custodial services and securities safekeeping. Although a cost is involved, the risk of losing physical securities outweighs the fees involved. Preference should be given to custodial services which include reporting services as part of their service, including marking the portfolio to market value, performance evaluation and internal reporting.
- **Reconciliation of records**
Regular and timely reconciliation will be made of detailed securities records with the general ledger control account.
- **Performance evaluation**
Performance statistics will be maintained and reported monthly as provided in the Investment Policies.

2.2 INTERNAL CONTROL PROCEDURES

Assigned Responsibilities:

- a. City Council responsibilities:
 - Adoption of City's investment policies by Resolution
 - Review and evaluation of investment performance.
- b. Treasurer duties and responsibilities:
 - Formulating, recommending and implementing the City's investment policies
 - Approves all investment transactions prior to execution of any transaction
 - Approves broker/dealer arrangements.
- c. Budget Manager duties and responsibilities:
 - Recommends broker/dealer arrangements
 - Recommends investments
 - Executes investment transactions
 - Maintains records of all investment transactions
 - Prepares quarterly investment report for City Council review
 - Prepare fiscal year end investment reports for City's independent audit firm review
 - Review's financial condition of the City's depositories (banks) at least annually for compliance with collateralization requirements under government code and financial condition and reports results to City Treasurer.

CITY OF LODI
INVESTMENT POLICY

- d. Accounting Manager duties and responsibilities:
 - Maintains general ledger control account and duplicate records of investment transactions
 - Verifies investment records and reconciles detailed securities records with general ledger control accounts.

- e. City's independent audit firm:
 - Will review the City's investment policies and procedures and make appropriate recommendations and findings as to compliance and steps to be taken to improve internal controls.

2.3 TREASURY FUNCTION RESPONSIBILITIES

<u>FUNCTION</u>	<u>RESPONSIBILITIES</u>
1. Recommendations: <ul style="list-style-type: none"> • Recommends broker/dealer arrangements • Recommends investments 	Treasurer/Budget Manager Treasurer/Budget Manager
2. Authorization of Investment Transactions <ul style="list-style-type: none"> • Formal investment policy prepared by • Formal investment policy approved by • Investment transactions approved by • Broker/deal arrangements approved by 	Treasurer City Council Treasurer Treasurer
3. Execution of Investment Transactions	Treasurer/Budget Manager
4. Recording of Investment Transactions <ul style="list-style-type: none"> • Recording of transactions in Treasurer's records • Recording of transactions in Accounting records 	Budget Manager Accounting Manager
5. Safeguarding of assets and records <ul style="list-style-type: none"> • Maintenance of Treasurer's records • Reconciliation of Treasurer's records to accounting records • Review of (a) financial institution's financial condition, (b) safety, liquidity, and potential yields of investment instruments, and (c) reputation and financial condition of investment brokers • Periodic reviews of collateral • Review and evaluation of performance 	Budget Manager Accounting Manager Treasurer/Budget Manager
6. Preparation of reports	Budget Manager
7. Annual review of investment portfolio for conformance to City's investment policy	City's Audit Firm

2.4 BROKER/DEALER QUESTIONNAIRE

BROKER/DEALER QUESTIONNAIRE
CITY OF LODI TREASURER'S OFFICE
P. O. Box 3006
Lodi, California 95241

1. Name: _____

2. Branch Address: _____

3. Telephone No.: _____

4. Primary Account Representative: _____

Name: _____

Title: _____

Telephone No.: _____

5. Is your firm a primary dealer in US Government Securities? Y/N _____

6. Identify the personnel who will be trading with or quoting securities to our agencies employees:

Name	Title	Telephone No.
_____	_____	_____

7. National Headquarters Address:

Corporate Contract: _____

Telephone No.: _____

Compliance Officer (Name, Address, Telephone): _____

8. What was your firm's total volume in US Government and Agency securities trading last calendar year?

9. Which securities are offered by your firm?

- | | |
|---|--|
| <input type="checkbox"/> US Treasury | <input type="checkbox"/> Commercial Paper |
| <input type="checkbox"/> US Treasury Notes | <input type="checkbox"/> BAs Domestic |
| <input type="checkbox"/> US Treasury Bonds | <input type="checkbox"/> BAs Foreign |
| <input type="checkbox"/> Agencies (specify) | <input type="checkbox"/> Repurchase Agreements |
| <input type="checkbox"/> Negotiable CD's | <input type="checkbox"/> Reverse Repurchase Agreements |

10. List your personnel who have read the City of Lodi Treasurer's Investment Policy.

11. Please identify your public-sector clients in our geographical area who are most comparable to our government with which you currently do business.

12. Have any of your clients ever sustained a loss on a securities transaction arising from misunderstanding or misrepresentation of the risk characteristics of the instrument? If so, please explain.

13. Have any of your public-sector clients ever reported to your firm, is officers or employees, orally or in writing, that they sustained a loss exceeding 10% of the original purchase price in a single year on any individual security purchased through your firm? Explain.

CITY OF LODI
INVESTMENT POLICY

14. Has your firm ever been subject to a regulatory or state/federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to the sale of securities? Have any of your employees ever been so investigated? Explain.
15. Has a public sector client ever claimed in writing that your firm or members of your firm were responsible for investment losses?
16. Please include samples of research reports that your firm regularly provides to public-sector clients.
17. Please explain your normal delivery process. Who audits these fiduciary systems?
18. Please provide certified financial statements and other indicators regarding your firm's capitalization.
19. Describe the capital line and trading limits that support/limit the office that would conduct business with our government.
20. What training would you provide to our employees and investment officers?
21. Has your firm consistently complied with the Federal Reserve Bank's capital adequacy guidelines? As of this date, does your firm comply with the guidelines? Has your capital position ever fallen short? By what factor (1.5x, 2x, etc.). Does your firm presently exceed the capital adequacy guidelines, measure of risk? Include certified documentation of your capital adequacy as measured by the Federal Reserve standards.
22. Do you participate in the Securities Investor Protection Corporation (SIPC) insurance program? If not, why?
23. What portfolio information do you require from your clients?
24. What reports, confirmations and paper trail will we receive?
25. Enclose a complete schedule of fees and charges for various transactions.
26. How many and what percentage of your transactions failed last month? Last year?
27. Describe the precautions taken by your firm to protect the interest of the public when dealing with governmental agencies as investors.
28. Is your firm licensed by the State of California as a broker/dealer? Y/N _____

2.5 BROKER/DEALER CERTIFICATION

CERTIFICATION ATTACHED CERTIFICATION

I hereby certify that I have personally read the latest adopted resolution of investment policies and objectives of the City of Lodi Treasurer and the California Government Codes pertaining to the investments of the City of Lodi, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out to transaction conducted between our firm and the City of Lodi. All sales personnel will be routinely informed of the City of Lodi's investment objectives, horizon, outlook, strategies and risk constraints whenever we are so advised. We pledge to exercise due diligence in informing the City of Lodi of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

SIGNED _____ TITLE _____ DATE _____

COUNTERSIGNED _____ DATE _____
(Person in charge of government securities operations)

NOTE: Completion of Questionnaire is only part of the City of Lodi's Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City of Lodi.

On this _____ day of _____ 20____ before me the _____ undersigned Notary Public personally appeared
() personally known to me
() proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that _____ executed it.

State of _____

County of _____

WITNESS my hand and official seal.
Notary's Signature

GLOSSARY

AGENT: an agent is a firm or individual which executes orders for others or acts on behalf of others (the principal). The agent is subject to the control of the principal and does not have title to the principal's property. The agent may charge a fee or commission for this service.

AGENCIES: federal agency securities and/or Government-sponsored enterprises.

AGREEMENT: an agreement is an arrangement or understanding between individual traders to honor market quotes within predetermined limits on dollar amount and size.

AMORTIZATION: straight-line reduction of debt by means of periodic payments sufficient to meet current interest charges and to pay off the debt at maturity.

ARBITRAGE: a technique used to take advantage of price differences in separate markets. This is accomplished by purchasing securities, negotiable instruments or currencies in one market for immediate sale in another market at a better price.

ASKED: the price at which securities are offered.

AT THE MARKET: a trading term for the buying or selling of securities at the current market price rather than at a predetermined price.

BANKERS ACCEPTANCE (BA): a bearer time draft for a specified amount payable on a specified date. An individual or business seeking to finance domestic or international trade draws it on a bank. Commodity products collateralize the BA. Sale of goods is usually the source of the borrower's repayment to the bank. The bank finances the borrower's transaction and then often sells the BA on a discount basis to an investor. At maturity, the bank is repaid and the investor holding the BA receives par value from the bank.

BASIS PRICE: price expressed in yield-to-maturity or the annual rate of return on the investment.

BEAR MARKET: a period of generally pessimistic attitudes and declining market prices. (Compare: Bull market)

BELOW THE MARKET: a price below the current market price for a particular security.

BID AND ASKED OR BID AND OFFER: the price at which an owner offers to sell (asked or offer) and the price at which a prospective buyer offers to buy (bid). It is often referred to as a quotation or a quote. The difference between the two is called the spread.

BOND: an interest-bearing security issued by a corporation, government, governmental agency or other body, which can be executed through a bank or trust company. A bond is a

CITY OF LODI
INVESTMENT POLICY

form of debt with an interest rate, maturity, and face value, and is usually secured by specific assets. Most bonds have a maturity of greater than one year, and generally pay interest semiannually.

BOND ANTICIPATION NOTE (BAN): short-term notes sold by states and municipalities to obtain interim financing for projects which will eventually be financed by the sale of bonds.

BOND DISCOUNT: the difference between a bond's face value and a selling price, when the selling price is lower than the face value.

BOND RATING the classification of a bond's investment quality. (See: Rating).

BOND RESOLUTION: a legal order or contract by a governmental unit to authorize a bond issue. A bond resolution carefully details the rights of the bondholders and the obligation of the issuer.

BOOK VALUE: the amount at which a security is carried on the books of the holder or issuer. The book value is often the cost, plus or minus amortization, and may differ significantly from the market value.

BROKER: a middleman who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.

BULL MARKET: a period of generally optimistic attitudes and increasing market prices. (Compare: Bear Market).

BUYERS MARKET: a market where supply is greater than demand, giving buyers an advantage in purchase price and terms.

CALL: an option to buy a specific asset at a certain price within a particular period.

CALLABLE: a feature which states a bond or preferred stock may be redeemed by the issuer prior to maturity under terms designated prior to issuance.

CALL DATE: the date on which a bond may be redeemed before maturity at the option of the issuer.

CALLED BONDS: bonds redeemed before maturity.

CALL PREMIUM: the excess paid for a bond or security over its face value.

CALL PRICE: the price paid for a security when it is called. The call price is equal to the face value of the security, plus the call premium.

CITY OF LODI
INVESTMENT POLICY

CALL PROVISION: the call provision describes the details by which a bond may be redeemed by the issuer, in whole or in part, prior to maturity. A Security with such a provision will usually have a higher interest rate than comparable, but noncallable securities.

CAPITAL GAIN OR LOSS: the amount that is made or lost, depending upon the difference between the sale price and the purchase price of any capital asset or security.

CAPITAL MARKET: the market in which buyers and sellers, including institutions, banks, governments, corporations and individuals, trade debt and equity securities.

CASH SALE: a transaction calling for the delivery and payment of the securities on the same day that the transaction takes place.

CERTIFICATE OF DEPOSIT (CD): debt instrument issued by a bank that usually pays interest. Institutional CD's are issued in denominations of \$100,000 or more. Maturities range from a few weeks to several years. Competitive forces in the marketplace set interest rates.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS): deposits made with a "selected" depository institution, in accordance with California Government Code Section 53601.8, that uses a private entity to assist in the placement of certificates of deposit. Such deposits shall at all times be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. The selected depository institution shall serve as custodian for each certificate of deposit that is issued with placement service for the City of Lodi's account.

COLLATERAL: securities or other property, which a borrower pledges for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERAL NOTE: a promissory note, which specifically mentions the collateral, pledged by the borrower for the repayment of an obligation.

COMMERCIAL PAPER: short-term obligations with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

COMMISSION: the brokers or agent's fee for purchasing or selling securities for a client.

COUPON: the annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

COVENANT: a pledge in the bond resolution or indenture of the issuing government to perform in a way that may benefit the bondholders, or to refrain from doing something that might be disadvantageous to them.

CITY OF LODI
INVESTMENT POLICY

COVER: the spread between the winning bid (or offer) and the next highest bid (or the next lowest offer). It is useful as a basis for evaluation of the bids.

COVERAGE RATIO: the ratio of income available to pay a specific obligation versus the total amount obligated. This is a measure of financial stability.

CREDIT ANALYSIS: a critical review and appraisal of the economic and financial condition of a government agency or corporation. The credit analysis evaluates the issuing entity's ability to meet its debt obligations, and the suitability of such obligations for underwriting or investment.

CURRENT MATURITY: amount of time left to the maturity of an obligation.

DEBENTURE: a bond secured by the general credit of the issuer rather than being backed by a specific lien on property as in mortgage bonds.

DEBT COVERAGE: this term is normally used in connection with revenue and corporate bonds. It indicates the margin of safety for payment of debt, reflecting the number of times by which earnings for a certain period of time exceed debt payable during the same period.

DEBT LIMIT (OR CEILING): the maximum amount of debt that can legally be acquired under the debt-incurring power of a state or municipality.

DEBT SERVICE: interest and principal obligation on an outstanding debt. This is usually for a one-year period.

DEFAULT: failure to pay principal or interest promptly when due.

DELIVERY VERSUS PAYMENT: securities industry procedure, common with institutional accounts, whereby delivery of securities sold is made to the buying customer's bank in exchange for payment, usually in the form of cash. (Institutions are required by law to require "assets of equal value" in exchange for delivery.) Also called Cash on Delivery.

DERIVATIVE: contracts written between a City and a counter party such as a bank, insurance company or brokerage firms. Their value is derived from the value of some underlying assets such as Treasury Bonds or a market index such as LIBOR. Derivatives are used to create financial instruments to meet special market needs. Two contrasting reasons for the use of derivatives are: 1) to limit risk or transfer it to those willing to bear it; and, 2) to speculate about future interest rates and leverage in hope of increasing returns.

DISCOUNT: the difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after a sale also is considered to be at a discount.

CITY OF LODI
INVESTMENT POLICY

DIVERSIFICATION: dividing investment funds among a variety of securities offering independent returns.

DUE DILIGENCE: exercising of due professional care in the performance of duties.

FACE VALUE: the principal amount owed on a debt instrument. It is the amount on which interest is computed and represents the amount that the issuer promises to pay at maturity.

FANNIE MAE: trade name for the Federal National Mortgage Association.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): federal agency established in 1933 that guarantees (within limits) funds on deposit in member banks and performs other functions such as making loans to or buying assets from members banks to facilitate mergers or prevent failures.

FEDERAL FUNDS RATE: the rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: the central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

CITY OF LODI
INVESTMENT POLICY

FIDUCIARY: an individual or group, such as a bank or trust company, which acts for the benefit of another party or to which certain property is given to hold in trust, according to the trust agreement.

FISCAL YEAR: an accounting or tax period comprising any twelve-month period. The City's fiscal year starts July 1.

FREDDIE MAC: trade name for the Federal Home Loan Mortgage Corporation.

FULL FAITH AND CREDIT: the unconditional guarantee of the United States government backing a debt for repayment.

GENERAL OBLIGATION BONDS (GO's): bonds secured by the pledge of the municipal issuer's full faith and credit, usually including unlimited taxing power.

GINNIE MAE: trade name for the Government National Mortgage Association.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-through" is often used to describe Ginnie Maes.

HOLDER: the person or entity which is in possession of a negotiable instrument.

INDEBTEDNESS: the obligation assumed by a borrower, guarantor, endorser, etc. to repay funds which have been or will be paid out on the borrower's behalf.

INDENTURE: a written agreement used in connection with a security issue. The document sets the maturity date, interest rate, security and other terms for both the issue holder, issuer and, when appropriate, the trustee.

INTEREST RATE: the interest payable each year on borrowed funds expressed as a percentage of the principal.

INVESTMENT: use of capital to create more money, either through income-producing vehicles or through more risk-oriented ventures designed to result in capital gains.

INVESTMENT PORTFOLIO: a collection of securities held by a bank, individual, institution, or government agency for investment purposes.

IRREVOCABLE LETTER OF CREDIT: instrument or document issued by a bank guaranteeing the payment of a customer's drafts up to a stated amount for a specified period. It substitutes

CITY OF LODI
INVESTMENT POLICY

the bank's credit for the buyer's and eliminates the seller's risk. This arrangement cannot be changed or terminated by the one who created it without the agreement of the beneficiary.

ISSUE PRICE: the price at which a new issue of securities is put on the market.

ISSUER: any corporation or governmental unit, which borrows money through the sale of securities.

JOINT AND SEVERAL OBLIGATION: a guarantee to the holder in which the liability for a bond or note issue may be enforced against all parties jointly or any one of them individually so that one, several or all may be held responsible for its payment.

LAIF: trade name for California State Local Agency Investment Fund.

LEGAL INVESTMENT: a list of securities in which certain institutions and fiduciaries may invest as determined by regulatory agencies.

LEGAL OPINION: an opinion concerning the legality of a bond issue, usually written by a recognized law firm specializing in the approval of public borrowings.

LIQUIDITY: a liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKETABILITY: the measure of ease with which a security can be sold in the secondary market.

MARKET ORDER: an order to buy or sell securities at the prevailing bid or ask price on the market.

MARKET VALUE: the price at which a security is trading and could presumably be purchased or sold.

MARKET VS. QUOTE: quote designates the current bid and ask on a security, as opposed to the price at which the last security order was sold.

MASTER REPURCHASE AGREEMENT: a written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: the date that the principal or stated value of debt instrument becomes due and payable. It is also used as the length of time between the issue date and the due date.

CITY OF LODI
INVESTMENT POLICY

MONEY MARKET: the market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MORTGAGE BOND: a bond secured by a mortgage on property. The value of the property used as collateral usually exceeds that of the mortgage bond issued against it.

NEGOTIABLE: a term used to designate a security, the title to which is transferable by delivery. Also used to refer to the ability to exchange securities for cash or near-cash instruments.

NO PAR VALUE: a security issued with no face or par value.

NON-NEGOTIABLE: a security whose title or ownership is not transferable through a simple delivery or endorsement. (See: Negotiable.)

OBLIGATION: a responsibility for paying back a debt.

OFFER: the price of a security at which a person is willing to sell.

OFFERING: placing securities for sale to buyers. The offering usually states the price and terms.

OPEN MARKET OPERATIONS: purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PAR VALUE: the stated or face value of a security expressed as a specific dollar amount marked on the face of the security; the amount of money due at maturity. Par value should not be confused with market value.

PAYING AGENT: the agency, usually a commercial bank, which dispenses the principal and interest payable on a maturing issue.

PORTFOLIO: the collection of securities held by an individual or institution.

PREMIUM: the amount by which the price paid for a security exceeds the par value. Also, the amount that must be paid over the par value to call an issue before maturity.

PRIMARY DEALER: a group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

CITY OF LODI
INVESTMENT POLICY

PRINCIPAL: the face or par value of an instrument. It does not include accrued interest.

PRUDENT INVESTOR RULE: an investment standard adopted by the State of California in 1995. It states that a trustee shall consider the entire investment portfolio when determining the prudence of an individual investment; diversification is explicitly required within a portfolio; suitability of an investment is a primary determinant; and delegation of investment management is acceptable.

PRUDENT MAN RULE: an investment standard established in 1630. It states that a trustee who is investing for another should behave in the same way as a prudent individual of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUOTATION (QUOTE): the highest bid to buy or the lowest offer to sell a security in any market at a particular time.

RATE OF RETURN: 1) the yield which attainable on a security based on its purchase price or its current market price. 2) This may be the amortized yield to maturity on a bond the current income returns.

RATING: the designation used by investors' services to rate the quality of a security's creditworthiness. Moody's ratings range from the highest Aaa, down through Aa, A, Baa, Ba, B, etc., while Standard and Poor's ratings range from the highest AAA, down through AA, A, BBB, BB, B, etc.

REFINANCING: rolling over the principal on securities that have reached maturity or replacing them with the sale of new issues. The object may be to save interest costs or to extend the maturity of the loan.

REGISTERED BOND: a bond whose principal and/or interest is payable only to that person or organization which is registered with the issuer. This form is not negotiable and it can be transferred only when endorsed by the registered owner.

REPURCHASE AGREEMENT (REPO): agreement between a seller and a buyer, usually of U.S. Government securities, whereby the seller agrees to repurchase the securities at an agreed upon price and, usually, at a stated time. The attraction of repos is the flexibility of maturities that makes them an ideal place to "park" funds on a very temporary basis. Dealers also arrange reverse repurchase agreements, whereby they agree to buy the securities and the investor agrees to repurchase them at a later date.

REVENUE ANTICIPATION NOTES (RAN): short-term notes sold in anticipation of receiving future revenues. The notes are to be paid from the proceeds of those revenues.

REVENUE BOND: a state or local bond secured by revenues derived from the operations of specific public enterprises, such as utilities. Such bonds are not generally backed by the taxation power of the issuer unless otherwise specified in the bond indenture.

CITY OF LODI
INVESTMENT POLICY

SAFEKEEPING: a service banks offer to customers for a fee, where securities are held in the bank's vaults for protection.

SECURED DEPOSIT: bank deposits of state or local government funds which, under the laws of certain jurisdictions, must be secured by the pledge of acceptable securities.

SECONDARY MARKET: a market made for the purchase and sale of outstanding issues following the initial distribution.

SECURED DEPOSIT: bank deposits of state or local government funds which, under the laws of certain jurisdictions, must be secured by the pledge of acceptable securities.

SECURITIES: investment instruments such as bonds, stocks and other instruments of indebtedness or equity.

SECURITIES & EXCHANGE COMMISSION: agency created by Congress to protect investors in securities transactions by administering securities legislation.

SERIAL BOND: bonds of the same issue, which have different maturities, coming due over a number of years rather than all at once. This allows the issuer to retire the issue in small amounts over a long period of time.

SETTLEMENT DATE: date by which an executed order must be settled, either by buyer paying for the securities with cash or by a seller delivering the securities and receiving the proceeds of the sale for them.

SINKING FUND: a reserve fund set aside over a period of time for the purpose of liquidating or retiring an obligation, such as a bond issue, at maturity.

SPECIAL ASSESSMENT BONDS: bonds that are paid back from taxes on the property that is benefiting from the improvement being financed. The issuing governmental entity agrees to make the assessments and earmark the tax proceeds to repay the debt on these bonds.

SPREAD: the difference between two figures or percentages. For example, it may be the difference between the bid and asked prices of a quote, or between the amount paid when bought and the amount received when sold.

SUPRANATIONAL OBLIGATIONS: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development; International Finance Corporation, or Inter-American Development Bank.

TAX ANTICIPATION NOTES (TAN): short-term notes issued by states or municipalities to finance current operations in anticipation of future tax collections which would be used to repay the debt.

CITY OF LODI
INVESTMENT POLICY

TAX-EXEMPT BONDS: interest paid on municipal bonds issued by state and local governments or agencies is usually exempt from federal taxes, and in some cases, the state and/or local taxes. The interest rate paid on these bonds is generally lower than rates on non-exempt securities.

TERMS: the conditions of the sale or purchase of a security.

TREASURY BILL (T-BILL): a non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS AND NOTES: obligations of the U. S. government which bear interest. Notes have maturities of one to seven years, while bonds have longer maturities.

TREASURY BONDS: long-term coupon bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

TRUSTEE: a bank designated as the custodian of funds and the official representative for bondholders.

UNDERWRITER: a dealer bank or other financial institution, which arranges for the sale and distribution of a large batch of securities and assumes the responsibility for paying the net purchase price.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: the annual rate of return on an investment, expressed as a percentage of the investment.

YIELD CURVE: graph showing the term structure of interest rates by plotting the yields of all bonds of the same quality with maturities ranging from the shortest to the longest available. The resulting curve shows if short-term interest rates are higher or lower than long-term rates. For the most part, the yield curve is positive (short-term rates are lower), since investors who are willing to tie up their money for a longer period of time usually are compensated for the extra risk they are taking by receiving a higher yield.

14. Pension Stabilization Policy

This section replaces the policy adopted by Resolution 2017-219 and amends language and form for consistency with this policy. The policy is also updated and amended to factor in UAL funding for UAL costs attributable to positions funded by Measure L.

A. Pension Stabilization Funding

- i. The Treasurer is authorized to invest all fund balance in excess of 16% in the General Fund (Pension Stabilization Resources, or PSR), based on the City's Annual Comprehensive Financial Report (ACFR) from the previous year in the City's Internal Revenue Code Section 115 Trust account with Public Agency Retirement Solutions (PARS); and with Council consent use PARS trust funds to make:

- a. ADP to the Safety Plan of the City of Lodi held by CalPERS; or
- b. ADP to the Miscellaneous Plan of the City of Lodi held by CalPERS;

until such time that the combined Market Value of Assets at the two CalPERS Plans plus the Market Value of Assets in the PARS fund exceed 80% of the combined "Entry Age Normal Accrued Liability" for both Safety and Miscellaneous or its most proximate equivalent as calculated by CalPERS in the annual Actuarial Reports.

B. Allocation of Pension Stabilization Reserve Funding

- i. PSR investments made under this policy shall be accounted for by source fund and be made from all source funds in equal proportions to the actual allocation of CalPERS combined normal cost plus UAL cost within the Fiscal Year of the most recently approved ACFR.

1. The Measure L Fund shall not contribute to the Pension Stabilization Fund.

- ii. The base fund for determining the amount of proportional PSR for other funds shall be the City's General Fund (Fund 100).

1. If PSR for a particular fund is not adequate to cover the proportional requirement for that fund, the Treasurer shall prepare a report and recommendations to City Council to seek direction on PSR for that Fiscal Year.

- iii. Nothing in this policy shall allow the Treasurer to make PSR investments of any fund to have a projected year end fund balance below thresholds established in Section 7, 8, 9, 10, or 11 of this policy.

1. If proportional PSR investments would cause the projected year end fund balance of any fund to fall below thresholds established in the Fiscal Policies, the Treasurer shall prepare a report and recommendations to City Council within the scope of this policy.

C. Budget Adjustments

- i. The City Manager is authorized to make any necessary budget adjustments to execute this policy in each Fiscal Year based on the calculated PSR.

D. Pension Stabilization Reporting

- i. The Treasurer shall prepare and present the funded statuses of the City's combined pension plans in the Annual Budget and the Mid-Year Budget report.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL ESTABLISHING A FINANCE COMMITTEE, COMMITTEE OBJECTIVES, AND APPOINTMENT GUIDELINES AND APPOINTING TWO MEMBERS OF THE CITY COUNCIL AND ONE LODI RESIDENT TO SERVE ON THE COMMITTEE

=====

WHEREAS, in March 2025, the City Council has received a report on the use of Finance Committees in other jurisdictions; and

WHEREAS, in June 2025, the City Council then received an Internal Controls Review containing recommendations to further protect the City’s assets and resources as well as processing and reporting timely financial information; and

WHEREAS, the City Council desires to continue implementation of those recommendations by establishing a Finance Committee.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby establish the Finance Committee (the “Committee”) and specify the following as it relates to the Committee.

1. Membership. The Committee membership shall consist of three (3) members, which shall include two City Council Members and one (1) resident of Lodi with financial expertise. No more than two current City Councilmembers shall be appointed to the Committee at any one time. At its August 20, 2025 Regular Meeting, the City Council appointed Mayor/Mayor Pro Tempore/Council Member _____ and Mayor/Mayor Pro Tempore/Council Member _____ to serve on the Financial Advisory Committee. Reappointments to the Committee assignments may be made at the annual Reorganization of the City Council in January of each year.
2. Advisory Body to the City Council. The Committee shall be a standing Committee, shall function in an advisory capacity to the City Council and shall not act as an administrative or policymaking body.
3. Scope of Committee. The City Council has tasked the Committee with the responsibility to provide advice and recommendations to the City Council on the following objectives:
 - a. Review of internal controls policies and procedures
 - b. Provide recommendations to the City Council regarding new or updated financial policies
 - c. Provide oversight of City investments in coordination with the City Treasurer
 - d. Review annual comprehensive financial statements
 - e. Provide recommendations to the City Council on budget policy matters
4. Secretary to the Committee. The City Treasurer shall serve as Secretary to the Committee and ensure that the Committee has adequate information to make recommendations to City Council on items within the Committee’s designated objectives.
5. Officers of the Committee. The Committee shall at its first regular meeting of each calendar year, select one of its members as Chairman and one of its members as Vice Chairman.

6. Organization and Procedure. The Committee shall be subject to the rules and regulations outlined within the City of Lodi Municipal Code, the City of Lodi City Council Protocol Manual, applicable state laws such as the Ralph M. Brown Act, and this Resolution. The Committee may make and alter its own rules and regulations governing its organization and procedures not inconsistent with state law, City regulations or procedure, or this Resolution.

Dated: August 20, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2025, by the following vote:

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

OLIVIA NASHED
City Clerk

2025-_____